

## Sales Prospectus dated 13.9.2019

## OCLU AG (Translated from the german original)

**The sale of up to 700,000 registered shares with restricted transferability, each with a nominal value of CHF 0.10 (registered A shares) and up to 200,000 registered shares with restricted transferability, each with a nominal value of CHF 0.10 (registered B shares) through Le Bijou Holding AG.**

## The Company

Legal form; Purpose	<p>OCLU AG, Gubelstrasse 24, 6300 Zug (OCLU or the <b>Company</b>) is a public limited Company based in Zug.</p> <p>The purpose of the Company is to provide and arrange hotel-type services as well as administration, brokerage and financing of hotel-type businesses, including the rental and leasing of property, apartments and business premises, providing taxi and limousine services, IT services and the purchase and sale of furniture and fittings.</p>
Share capital and share categories	<p>The share capital of the Company amounts to CHF 100,000.00 and is divided into 1,000,000 nominal shares with a nominal value of CHF 0.10 each. Of these, 700,000 nominal shares are class A (<b>A shares</b>), 200,000 nominal shares are class B (<b>B shares</b>) and 100,000 nominal shares are class C (<b>C shares</b>).</p> <p>All A shares, B shares and C shares are held by Le Bijou Holding AG, Gubelstrasse 24, 6300, Zug (the <b>Seller</b>).</p> <p>A, B and C shareholders have the right to at least one representative for their share class on the Board of Directors. In addition, A shares and B shares enjoy dividend rights and assets after liquidation compared to C shares in accordance with the existing shareholders' agreement dated 13.9.2019 relating to the Company (referred to by the German acronym <b>ABV</b> and according to the detailed description contained within). According to the ABV, B shares take priority over A shares when it comes to liquidation.</p> <p>Overall, A, B and C shares do not differ in membership and financial terms.</p>
The business activities of the Company	<p>The Company intends to provide and broker hotel-type services, primarily by leasing properties as part of an accommodation contract to paying hotel guests.</p> <p>To achieve this, the Company intends to set up one or more existing leases from the <b>Le Bijou Hotel &amp; Resort Management AG, Zug (Le Bijou HRM)</b> with the respective Landlady (<b>the Landlady</b>), including all supplements (all together referred to as the <b>rental agreement</b>) relating to certain premises and apartments to be defined within the city of Lucerne (<b>Rental Properties</b>) and to operate the rental properties as lodgings with hotel services for paying hotel guests/third parties in the upmarket segment.</p> <p>The Rental Properties will be run according to the terms of the design and fit-out standard, which is part of the system developed by Le</p>

Bijou HRM, as well as the set-up concept for running the Rental Properties as a business (**Le Bijou system**). The Company intends to implement a franchise agreement with Le Bijou HRM, based on which Le Bijou HRM will provide the with the acquired knowledge and experience in return for payment for operating the rental properties as part of the Le Bijou System and the necessary intellectual property rights.

In order to run the Rental Properties according to the Le Bijou System, the Company intends to buy and take over the structural changes (**Tenant Fit-out Works**) from Le Bijou HRM, as well as furniture, goods and electronic equipment (**Movable Property**) in the Rental Properties owned by Le Bijou HRM.

**Under the terms of the franchise agreement, and for a period of two years after the termination of the franchise agreement, the Company is subject to a non-competition clause in respect of the Le Bijou system, which extends to the centre of the city or central Switzerland.** Accordingly, the Company is obligated, during and for two years after the termination of the franchise agreement, to neither directly nor indirectly participate in another business, nor acquire or start a business, operate a business or any other business, directly or indirectly to be self-employed or not self-employed in competition with the Le Bijou system (see paragraph 3.3.3 "Non-competition").

**The Seller**

Le Bijou Holding Ltd., Gubelstrasse 24, 6300 Zug (Le Bijou) intends to sell a maximum of 700,000 A shares and a maximum of 200,000 B shares to interested investors.

**The Sales Offer**

The sale of up to 900,000 nominal A shares

By resolution of September 13, 1919, the Board of Directors representing the Seller has decided to offer and sell up to 700,000 A shares and up to 200,000 B shares at a purchase price of CHF 0.10 per A share or B share to interested buyers.

Sales price

The selling price per A share and per B share is CHF 0.10 each and must be paid to the Seller. The Seller reserves the right to give interested buyers discounts on the sales price.

**Capital investment**

When buying A shares or B shares, the buyer must pay the Company CHF 2.50 per A share as well as 7.70 per B share as a capital contribution. This amount will be registered by the Company as a capital contribution reserve. The capital contribution must be paid together with the purchase price for the respective A shares and B shares.

**The transfer of A shares and B shares**

**Rental Contract Agreement**

For the purpose of selling and transferring A shares and/or B shares to the buyer, a corresponding share purchase agreement shall be signed between the Seller and the respective buyer of A shares and/or B shares (the **SPA**). According to the provisions of the SPA,

the A shares or B shares are to be transferred to the buyer upon signing the SPA and upon payment of the entire sales price for the A shares and/or B shares. The benefits and risks are transferred to the buyer upon signing the SPA. The only guarantee the Seller makes is the legal warranty (*unencumbered ownership*).

Transfer by assignment

The transfer of A shares or B shares to the buyer will take place upon payment of the full corresponding sales price for the A shares or B shares, signing the SPA and, at the same time, the Seller assigning the corresponding A shares or B shares to the buyer.

Transfer restriction (limitation of transferability)

In each case, the transfer of A shares, B shares and C shares, whether for ownership or beneficial use, must be approved by the Board of Directors. The Board of Directors may refuse to give their consent based on Art. 5 of the Articles of Incorporation if there is a good reason. One important reason is, in particular, keeping purchasers at bay if they operate, are involved in or are employed by a competing company as part of their business purposes.

**Share register**

The Board of Directors shall keep a shareholder register for all registered shares. The register includes the name and address of owners and beneficiaries. Only those parties entered in the share register as shareholders or usufructuaries are recognised as having a relationship to the Company.

**Register of economic beneficiaries**

The Company keeps a record of the economic beneficial owners with registered shares in the Company as reported by shareholders.

**Shareholder agreement**

By signing the SPA and purchasing A shares or B shares, purchasers accede to the Shareholders' Agreement (ABV), which governs the reciprocal rights and obligations of shareholders in relation to A shares and B shares, as well as to the Company. In particular, the ABV contains provisions relating to the composition of the Company's Board of Directors and the privileges of A shares and B shares over C shares in relation to dividends and liquidation proceeds, as well as the privileges of the B shares over the A shares in the event of liquidation.

**General**

Documentary evidence and printing of shares

The A shares, B shares and C shares are issued as uncertificated registered shares with share printing deferred. They will be transferred by written assignment, subject to approval by the Board of Directors of the Company.

The A shares, B shares and C shares may be presented as single certificates or share certificates covering several shares. Furthermore, issuing individual certificates or share certificates may not take place at all. The transfer of undocumented shares or share certificates must be made by transfer of the deed and endorsement. The transfer of certificated shares or share certificates by means of assignment is not permitted.

The right to a dividend

The A shares, B shares and C shares are entitled to dividends for the whole financial year of 2020. According to the more detailed description in the ABV, the A shares and B shares benefit from dividend rights and liquidation proceeds over C shares, while B

shares benefit from privileges over A shares in terms of the liquidation proceeds.

**Sales restrictions** The Sales Prospectus constitutes a public offer to sell A shares and B shares to interested buyers in Switzerland. A Shares and B shares may not be sold or offered in the United States or the United Kingdom or any other country where offering A shares and B shares for sale is prohibited. In particular, this Sales Prospectus does not constitute, nor is it intended to be, a public offer of shares and/or subscription rights to any shares in any of the Member States of the European Union, the United Kingdom or the United States of America, Australia, Japan or South Africa.

**Risks** The purchase of A shares and/or B shares involves certain risks (see section 4, "Risk factors", below).

**Applicable law and jurisdiction** Swiss law/Zurich.

The Seller and the Company accept responsibility for the contents of this Sales Prospectus or (**Prospectus**) and declare that, to the best of their knowledge, the information contained in this Prospectus is correct and no important details have been omitted. When considering the purchase of A Shares and/or B shares, interested buyers should rely solely on the information contained in this Prospectus. Nobody is authorised to make any statements or representations other than those contained in this Prospectus. However, if such information is provided or assurances given, interested buyers may not rely on it and the assumption made that this has not been approved by the Seller, the Company or its bodies. The distribution of this Prospectus is not intended to guarantee that the information contained within will remain accurate or complete at any time after the date of publication of this Prospectus. There is also no guarantee that changes will not have occurred in the Company's business after the Prospectus issue date.

The distribution of this Prospectus and the sales offer and the sale of A Shares and/or B shares are legally restricted in some countries. Anyone taking possession of this Prospectus will be required by the Seller and the Company to inform themselves about such restrictions and to comply with them. Failure to comply with these restrictions may constitute a violation of the securities laws of these countries. The Seller, the Company, and their committees do not take any responsibility for the violation of these restrictions by third parties, regardless of whether they are potential buyers or not.

This Prospectus constitutes a public offer for the sale of A shares and B shares exclusively in Switzerland and under Swiss law; it does not constitute an offer or invitation to buy or make an offer to purchase A shares and B shares or subscription rights to A shares or B shares in jurisdictions where this kind of offer or invitation is not permitted by law. In particular, this Prospectus does not constitute, nor is it intended to be, any public offer of shares in Member States of the European Union or in the United States of America, Australia, Japan or South Africa. The shares are, therefore, not offered to the public, in particular within Member States of the European Economic Area (EEA) (except for possible offers (i) to qualified investors within the meaning of Article 2 (e) of Regulation (EU) 2017/1129 ("**Prospectus Directive**"), (ii) to less than 150 non-qualified investors in each State of the European Economic Area; or (iii) to the other requirements of Article 1 (4), (5) of the Prospectus Regulation, provided that such an offer does not result in a prospectus requirement under Article 3 of the Prospectus Directive. Apart from in connection with the offer and sale of shares in Switzerland, the Seller and the Company or its Board of Directors

have not made any arrangements in any other jurisdiction to make shares publicly available or the ownership or distribution of this Prospectus or other materials in connection with the offer of sale that would be required; in particular, this Prospectus has not been approved by the competent authority in accordance with the law of a Member State of the EEA, nor has the Seller, the Company or its board of directors applied for this, nor has this Prospectus been "notified" for use in other EEA Member States. A public offer in the above sense shall be understood to mean any communication to the public in any form or type that contains sufficient information about the terms of the offer and the shares on offer to place an investor in a position to decide to buy these shares.

*The securities of OCLU AG have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Act"), or any U.S. state securities law and may not be offered, sold or otherwise transferred, pledged or hypothecated within the United States of America or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Act) except (i) pursuant to an effective registration statement under the Act or (ii) upon first furnishing to the Company an opinion of appropriately qualified counsel satisfactory to it that such transfer is not in violation of the registration requirements of the Act or any other U.S. state or federal securities law.*

**Shares in OCLU AG are not being offered or sold to persons in the United Kingdom.**

*Accordingly, this Prospectus is: (i) not being, and must not be, either directly or indirectly distributed to persons in the United Kingdom; (ii) will not result in an offer of transferable securities to the public in the United Kingdom within the meaning of sections 85 and 102B of the Financial Services and Markets Act 2000 ("FSMA"); (iii) is not a Prospectus for the purposes of section 85(1) FSMA; and (iv) has not been approved by any person authorized under FSMA for the purposes of section 21 FSMA, on the basis that it is not capable of having an effect in the United Kingdom.*

*This Prospectus is directed solely at certain persons who are outside the United Kingdom (all such persons together being referred to as "Relevant Persons"). This Prospectus must not be acted on or relied on by persons who are not Relevant Persons. If you have any Prospectus and are not a Relevant Person, you should immediately destroy it. Any investment or investment activity to which this prospectus relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.*

**This Prospectus and the Articles of Incorporation of the Company may be obtained free of charge from the registered office of the Company or the Seller, as well as by e-mail [invest@lebijou.io](mailto:invest@lebijou.io).**

**Die deutsche Fassung des vorliegenden Verkaufsprospekts ist die rechtgültige und verbindliche Fassung. Sollten die deutsche und die englische oder französische Fassung inhaltlich voneinander abweichen, so geht die deutsche Fassung jeweils vor.**

**The German version of this Sales Prospectus is the legally valid and binding version. If the contents of the English and the German version differ, the German version shall take precedence over the English version. La version allemande de ce Prospectus de**

**Vente est la seule version valide et contractuelle. Si la version française diffère de la version allemande, c'est la version allemande qui fait foi.**

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### **1. Information about the Company**

#### **1.1 Company, legal form, registered office and time of existence of the Company**

OCLU AG is a stock corporation according to Swiss law (Art. 620 OR ff.) with its registered office in Zug and was founded on 4 September 2019 and registered on 5 September 2019 under number CHE-262.043.806 in the commercial register for the Canton of Zug. The Company has an unrestricted duration.

#### **1.2 Purpose**

In accordance with Art. 2 of the Articles of Incorporation of 4 November 2019, the Company aims to provide and broker hotel-type services, as well as manage, broker and finance hotel-type businesses, including renting and renting out property, apartments and business premises, providing taxi and limousine services, IT services, buying and selling furniture and fittings, as well as commercial and financial affairs at home and abroad.

The Company may acquire, encumber, sell and manage property both at home and abroad.

The Company may establish branches and subsidiaries at home and abroad and work along with other companies at home and abroad.

The Company may carry out all commercial, financial and other activities that relate directly or indirectly to the purpose of the Company. In particular, the Company may grant loans, guarantees and other types of financing and securities for group companies and receive and invest funds in cash and capital markets.

#### **1.3 Share capital, authorised and conditional capital**

##### **1.3.1 Issued share capital**

The issued share capital of OCLU AG amounts to CHF 100,000.00 and is divided into 1,000,000 registered shares with a nominal value of CHF 0.10 each.

To better distinguish between the preferential rights agreed in the ABV, shares have been divided into 1'000'000 nominal shares with 700,000 registered category A shares (A shares) with a nominal value of CHF 0.10 each, 200,000 registered category B shares (B shares) with a nominal value of CHF 0.10 each and 100,000 registered category C shares (C shares) with a nominal value of CHF 0.10 each. This categorisation is only evident in the Company's Articles of Incorporation and is not based on an extract from the commercial register.

### **1.3.2 Authorised/conditional capital**

The Company does not have authorised or conditional share capital.

### **1.3.3 Treasury shares**

The Company does not hold any treasury shares.

### **1.3.4 Share categories and preferential shares**

The Company has issued three categories of shares (A shares, B shares and C shares).

The A shares and the B shares enjoy dividend privileges over C shares according to the current ABV when it comes to dividends and in the event of liquidation, with B Shares having preferential liquidation rights over A Shares in the event of liquidation.

#### **a. Dividends**

Accordingly, approved dividends for the A-Shareholders and B-Shareholders for the corresponding paid and outstanding total amount of deposits in capital contributions less any distributions already made (dividends or distributions from capital contribution reserves) will be paid pro rata to A-Shareholders and B-Shareholders pro-rata according to their share of issued A shares and B shares.

As soon as the A-Shareholders and B-Shareholders have received distributions (dividends or distributions from capital contribution reserves) in relation to their corresponding paid and outstanding capital contributions, approved dividends will be paid to all shareholders pro rata, according to their respective share of the total number of outstanding shares.

This means that the privileges for A shares and B shares in terms of dividends shall apply as long as the Company has outstanding A shares and/or B shares and the respective shareholders have paid a deposit to the capital reserves, which has not yet been fully repaid by the Company. If, for all outstanding A shares and B shares, the Company has repaid the respective contribution to capital reserves, the A shares, B shares and C shares are treated equally in terms of dividends. The privileges for the A shares and B shares will continue as long as and as soon as the Company issues new A shares and/or B shares, for

which, in turn, deposits in capital reserves have been paid and not yet fully repaid.

The dividend preference will end without further action upon completion of the Company's initial Public Offering or upon full repayment of the amount to the A Shareholders that they paid as a capital contribution to the Company, according to whichever takes place first.

#### b. Liquidation

After deducting all costs and expenses up to a maximum of the total amount of the capital contribution made by B shareholders, less any distributions already received before the liquidation, a liquidation dividend shall be allocated primarily to B shareholders. A possible surplus is allocated to the A shareholders up to a maximum of the total amount of the capital contribution made by A shareholders less pre-liquidation distributions already received. Any remaining surplus must then be allocated *pro rata* to the C shareholders in relation to their respective shares among the total issued shares.

However, if B shareholders were to receive a larger liquidation dividend if they were treated as C shareholders, then B shareholders should first receive a *pro rata* amount for their respective share of all issued shares. Any surplus should then be allocated *pro rata* to the A shareholders in relation to their respective share of all issued shares. Finally, any remaining surplus shall be allocated to the C shareholders *pro rata* in proportion to their respective share of all issued shares.

The right to a liquidation dividend will end upon completion of the Company's initial public offer or upon full repayment of the corresponding amounts to A shareholders that they paid as a capital contribution to the Company, whichever occurs first.

The holders of A shares and the B shares each have the right to at least one representative on the Board of Directors. If more than one representative is a member of the board of directors for A shareholders and/or B shareholders, C shareholders are entitled to one representative on the Board of Directors.

Overall, A, B and C shares do not differ in membership and financial terms.

#### **1.3.5 Transfer restrictions (limitation of transferability)**

The transfer of both A shares and B shares, whether for ownership or beneficial use must be approved by the Board of Directors in each case. The Board of Directors may refuse to give their consent based on Art. 5 of the Articles of Incorporation, if there is a good reason.

One good reason is, in particular, keeping purchasers at bay if, as part of their business purposes, they operate, are involved in, or are employed by a competing company.

#### **1.3.6 Voting rights**

At the Annual General Meeting, every represented share qualifies for one vote.

#### **1.3.7 Share register**

The Board of Directors shall keep a shareholder register for all registered shares. The register includes the name and address of owners and beneficiaries. Only those parties entered in the share register as shareholders or beneficial owners are recognised as having a relationship to the Company.

Moreover, the Board of Directors may refuse an entry in the share register if the purchaser does not expressly state that they have acquired the shares in their own name and for their own account. Consent may be withheld without stating any reasons if the Board instead opts to acquire the shares at their actual value at the time of the request (on behalf of the Company, certain shareholders, or third parties). The same indemnity obligation applies to the Company, if the consent is refused for transfer as a result of inheritance, division of an estate, matrimonial property and foreclosure.

After consultation with the parties involved, the Company may delete entries in the share register that resulted from false information supplied by the buyer. The buyer must be informed immediately of the cancellation of their shares.

### **1.3.8 The duty for notification of beneficial owners and the register**

Anyone who acquires shares in the Company on their own or by joint agreement with third parties and thereby reaches or exceeds the limit of 25% of the share capital or votes must notify the Company within one month of the first and last name and address of the natural person on whose behalf they are ultimately acting (the beneficial owner).

The shareholder must notify the Company of any change in the first or last name or the address of the beneficial owner. The Company shall keep a register of economic beneficiaries notified to the Company. This register shall contain the first name and surname or business name and address of the economic beneficiaries.

The Company shall keep a register of economic beneficiaries notified to the Company. This register shall contain the first name and surname or business name and the address of the economic beneficiaries.

### **1.4 Share or profit participation certificates**

There are no share or profit participation certificates for the Company.

### **1.5 Outstanding bonds**

The Company currently has no outstanding bonds.

### **1.6 Financial year**

The beginning and end of the financial year shall be determined by the Board of Directors in accordance with Art.19 of the Articles of Incorporation.

It is envisaged that the Company's financial year will generally begin on 1 January of each calendar year and end on 31 December of the same calendar year.

Since the Company was only founded on 4 September 2019, the first financial year will be a long tax year and will run from 4 September 2019 to 31 December 2020.

### **1.7 Notification and publication regulations**

The publication medium for the Company is the Swiss Official Gazette of Commerce. Notifications to shareholders will be made by letter or email to the addresses listed in the share register in accordance with Article 22 of the Articles of Incorporation.

### **1.8 Auditors**

The Company has no statutory auditors, as upon the declaration of 4 September 2019, the Company's founder waived this limited audit because the Company has no more than ten full-time positions and the requirements for a standard audit are not met.

### **1.9 Access to documents**

The current Articles of Incorporation dated 4 November 2019 and this Sales Prospectus may be obtained free of charge from the Company or the Seller during normal business hours at the registered office of the Company, Gubelstrasse 24, 6300 Zug.

Tel: +41 44 533 16 10  
E-Mail: [invest@lebijou.io](mailto:invest@lebijou.io)

## **2. Information about the offer**

### **2.1 Offer**

The offer consists of the sale of up to 700,000 Class A registered shares in the Company (A shares) and up to 200,000 Class B registered shares by Le Bijou Holding AG (the Seller) at a nominal value of CHF 0.10 each and a sales price of CHF 0.10 per A share.

The Seller's Board of Directors made the decision about this offer on 1.12.2018 and the intended sale of up to 900,000 A shares to interested buyers.

### **2.2 Sales price**

The selling price per A share is CHF 0.10. This must be paid to the Seller.

The Seller reserves the right, however, to grant discounts on the sales price to selected interested buyers without giving reasons.

### **2.3 Commitment to a capital contribution**

When purchasing A shares, buyers are also required to pay the Company CHF 2.50 as a capital contribution, which the Company must enter as a capital contribution reserve.

When purchasing B shares, buyers are also required to pay the Company CHF 7.70 as a capital contribution, which the Company must enter as a capital contribution reserve.

This capital contribution must be paid at the same time as the sales price for A shares and B shares. Payment must be made to an account designated by the Company.

### **2.4 Share purchase agreement**

When selling and transferring A shares and/or B shares to each buyer, a share purchase agreement (SPA) must be signed by the Seller and the buyer.

According to the provisions of the SPA, the A shares or B shares will be transferred to the buyer upon signing the SPA in exchange for paying the full selling price. Benefits and risks are transferred to the buyer when concluding and completing the SPA.

The only guarantee the Seller makes is a legal warranty (unencumbered ownership).

Subject to completing the SPA, the buyer of A shares and/or B shares joins the ABV as a shareholder (see para. 6 "Shareholders' Agreement").

### **2.5 Payment date**

Unless otherwise agreed in writing between the Seller and the buyer, the sales price for the acquired A shares or B shares and the corresponding capital contribution shall be payable upon signing the SPA.

### **2.6 Dividend entitlement and preferential right**

A shares, B shares and C shares that are offered are entitled to receive dividends for the entire 2019 financial year.

A shares and B shares benefit from privileges over C shares under the existing ABV in respect of dividends and any liquidation payment. B shares benefit from privileges over A shares in the event of any liquidation.

Accordingly, dividends for A shareholders and B shareholders in each case and paid out in total capital contributions less any distributions already made (dividends or distributions from capital contribution reserves) will be paid pro rata to A shareholders and B shareholders according to their issued A shares and B shares.

As soon as the A shareholders and B shareholders have received distributions (dividends or distributions from capital contribution reserves) in relation to their respective paid and outstanding total amount of deposits in capital reserves, according to their privileges under the ABV, any dividends will be distributed pro rata to all shareholders for their respective share of the total number of issued shares.

For the tax year of 2019, no dividend distribution is planned.

## **2.7 Distribution policy**

The Company is profit-oriented. At present, the Board of Directors does not intend to distribute the profit generated in a financial year to the shareholders but to use it to repatriate the capital reserve.

## **2.8 Sales restrictions**

For an overview of sales restrictions, please refer to page 5 and 6 of this Prospectus.

## **2.9 The use of the capital contributions**

The Company intends to use the duty to provide a capital contribution in connection with the sale of A and Class B shares to develop and expand the Company business, including the purchase of Le Bijou HRM leases, the Tenant's fit-out works and acquiring furnishings.

## **2.10 Risks**

The purchase of A shares and B shares involves certain risks. For an overview of the potential risks when buying A shares and B shares, please refer to the chapter on "Risk Factors".

## **2.11 Applicable law and jurisdiction**

Swiss law applies in connection with this prospectus. The sole place of jurisdiction shall be Zurich.

# **3. Business activity**

## **3.1 General**

The Company intends to provide and broker hotel-type services, primarily by leasing properties as part of an accommodation contract to paying hotel guests.

For this purpose, the Company rents selected properties and apartments for owners of these properties. Running the rented property to accommodate hotel guests will always take place with the consent of the owner (in addition, the Company can also acquire property and operate as a hotel or in turn rent to an operator).

The property in question will be appropriately equipped and operated by the Company as a hotel, including, but not limited to, daily cleaning, provision of hygiene products, changing bed linen, providing food, booking in reservations and taking payment for accommodation.

The Company also externally manages marketing the rented properties, as well as using the usual hotel booking platforms.

These activities are provided by the Company by both their own staff and by commissioned third parties.

### **3.2. Taking over the rental contract for the premises**

The Company intends to have various premises and/or apartments in the city of Lucerne (rental properties), as contracted by Le Bijou HRM with the landlord(s) of these premises and/or apartments (**the Landlady**), including the relevant supplements (all together, the **Rental Contract**), and to operate the rental properties as accommodation with hotel services in exchange for a fee to paying hotel guests/third parties in the upmarket segment.

The rental agreement that the Company will take out with the Landlady is not yet certain at the date of this Prospectus. Accordingly, no details can be given about the details of the lease and specific rental properties.

Therefore, as a result, the Company, as a Tenant, will be obliged to provide a security deposit in the form of a bank guarantee for several months' rent, including ancillary costs in order to secure claims by the Landlady. Likewise, it can be assumed that the Company will undertake to provide Le Bijou HRM with a new bank guarantee within the same scope for a specific minimum period as part of taking over the lease.

### **3.3 Franchising with Le Bijou HRM**

#### **3.3.1 The 'Le Bijou System'**

The Rental Properties rented by the Company as part of the lease are to be run as a business in terms of their design and standard of completion, which must correspond to the Le Bijou HRM system and to the design concept for running rented properties (i.e. to the Le Bijou System). A franchise contract with Le Bijou HRM has been set up to encompass this. Accordingly, in exchange for payment, Le Bijou HRM provides the Company with their in-depth knowledge and experience for running the rented properties as part of the Le Bijou System, as well as the necessary intellectual property rights.

In return, Le Bijou HRM pays Le Bijou HRM a current, turnover-based fee of 6-20% of the net revenue generated by the Company (= gross sales less VAT or other public charges such as visitor tax) for running the property under the franchise agreement.

As part of the Le Bijou System, city apartments are upgraded to first-class living accommodation in preferred locations throughout Switzerland and rented out as accommodation. Unlike conventional hotels, all services are provided to guests by means of a pre-installed iPad Mini via a special app or ordered by SMS/e-mail. Services ordered are purchased from preselected service partners. Due to the versatile service offer, guests can access a wide range of services and, in addition to the overnight price, revenue can also be earned after the guests' stay (e.g. with the sale of events, packages, gourmet and luxury items, etc).

#### **3.3.2 Mutual dependencies**

The effectiveness of the franchise agreement depends on the effectiveness of taking over the lease by the Company.

The effectiveness of taking over the lease is, in turn, dependent on the written declaration of the Company to Le Bijou HRM that they have the funds required for paying for the tenant fit-out works and the Landlady has agreed in writing to the transfer to the Company.

The effectiveness of the purchase agreement for the purchase of furnishings in turn depends on the effectiveness of taking over the lease and the franchise agreement.

### **3.3.3 Non-competition**

Under the terms of the franchise agreement and for a period of two years after the termination of the franchise agreement, the Company is subject to a non-competition clause in respect of the Le Bijou System, which covers inner city and central locations in the territory of Switzerland.

Accordingly, for two years after the termination of the franchise agreement, the Company must not directly or indirectly participate in another business, nor acquire or start a business, operate a business or any other business directly or indirectly, be self-employed or non-self-employed so as to be in competition with the Le Bijou System.

## **4. Risk factors**

In addition to the other information contained in this Prospectus, prospective buyers should carefully consider the following risk factors before buying A shares or B shares. The occurrence of any one or more of the risks described in the risk factors listed below, or any additional risks not yet known to the Company or which it does not currently consider to be relevant, may alone or in combination with other known or unknown risks have a negative impact on the Company's business and financial position. In particular, should one or more of these risks materialise, the stock price may fall and investors may lose some or all of their investment.

The risks listed below should not be considered as an exhaustive list of possible risks. Their order also says nothing about their meaning, likelihood or relevance.

### **4.1 Missing track record**

**The Company has only been in existence since 4 September 2019. Taking over the rental agreement for the rental properties has not yet taken place.**

**Therefore, the Company does not have its own track record for the business activities it intends to pursue. There is no track record to give assurance that the Company's intended business will be successful, namely that the Company's returns and growth targets can be achieved.**

### **4.2 Economic risks and general business and market risks**

#### **4.2.1 The general economic situation/cyclicality**

The Company is subject to the general economic and political conditions, such as economic growth, inflation and appeal of locations in terms of national and international competition. A worsening of the economic environment or prospects or the political climate is possible at any time and may lead to a decline in demand for residential and business premises, which may result in a reduction in rental income and/or a lower valuation of property. These factors may adversely affect the operations of the Company and have a negative impact on its business, financial and earnings performance.

The economic success of the Company depends crucially on a minimum use of the rented apartments or on a minimum number of overnight stays. Accordingly, the economic success of the Company requires, in particular, a balanced guest allocation in terms of leisure and business travellers, as well as international and domestic guests. This balance will minimise a shortfall in a dominant visitor segment. In turn, this requires an attractive and competitive tourism and business location, namely the city of Zurich. Therefore, local and global travel risks could negatively impact the Company's business.

#### **4.2.2 Financing and interest rate changes**

To carry out their business activities, the Company relies to a considerable extent on financial resources that are either in the form of debt or equity. The willingness of investors to provide loan capital to the Company or to invest in the Company's equity depends not only on the success of the Company but also on the general position of the capital markets. If the Company is unable to raise the required funding, not all of the targeted projects will be implemented, which may have a negative impact on business and results.

The Company strives to avoid negative interest rates passed on by financial institutions to clients; however, negative interest rates on the Company's bank balances cannot be ruled out, which may have a negative impact on the Company's financial position.

#### **4.2.3 Market risk for revenue**

The Company's revenue consists to a large extent of recurring income from overnight stays. These are subject to fluctuations due to changes in market rents, poor solvency of guests/tenants, the proportion of vacant properties and other factors related to renting out properties. It is also possible that the rental income cannot be fully adjusted to a rising interest level, or that, in the event of a change of tenant, leases cannot be continued under the same conditions as before. The loss of one or more important tenants can lead to a significant decrease in the Company's revenues. All of these factors can have a negative impact on the Company's liquidity and business.

#### **4.2.4 Conversion/new construction of property**

Building activity in general, from construction planning to construction itself, involves risks both in the construction of new buildings and in property conversion, to which the Company itself may also be exposed. In particular, building permits can be delayed by objections, which can lead to additional costs as part of the construction project, for example as a result of additional investments. In addition, objections may mean that construction projects cannot be carried out or are not carried out as desired. Construction involves a risk of higher construction costs than originally anticipated or significant structural defects leading to additional costs. Furthermore, it is always possible that, due to such delays or problems, financing commitments will be withdrawn or offered on less favourable terms. In the worst

case scenario, the Company may not find replacement financing for a construction project.

### **4.3 Environmental risks**

Locations that contain contaminated sites in terms of environmental laws can have a negative impact on the technical, operational and financial progress of a construction project. At the time of purchase and valuation, the state of site contamination may be unknown and may later be discovered, which can never be excluded. It is therefore possible that renovations to existing properties may be necessary, which will negatively affect the earnings of the Company.

### **4.4 Force majeure**

Natural disasters caused, for example, by natural events such as earthquakes, storms, war or terrorist events, acts of sabotage, etc., can have a negative impact on the value of properties and, therefore, on the business, finances and earnings of the Company.

### **4.5 Dependence on persons and contractual partners**

#### **4.5.1 Dependence on the Board of Directors and Executive Management**

The economic success of the Company depends, to a significant degree, on the experience and knowledge of the administrative board and the directors, whereby the Board of Directors manages the Company.

It is always possible that some or all of the current members of the Board of Directors will be replaced by new people. This may have a negative effect on the business activities and the business results of the Company.

#### **4.5.2 Dependency on contractual partners**

The Company works closely with local and international partners to identify potential projects. The contractual relationship with these partners is not on an exclusive basis. Therefore, it is always possible that partners will not provide information about attractive project opportunities to the Company, but rather to competitors.

The Company will work with national and international companies and service providers to create and implement projects. The Company relies on the quality of the work of these partners. However, it is always possible that errors could arise when creating and implementing projects, which could negatively impact on the Company's business operations

#### **4.5.3 Dependence on the Landlady**

The company intends to take over the existing lease for the rental properties of Le Bijou HRM.

As a result, the Company relies on the existence of the rental agreement as well as on the fulfilment of the obligations of the relevant Landlady within the rental agreement with regard to the operation of the rental properties.

There is a risk that the Landlady may fail to fulfil her obligations under the Rental Agreement, or may fail to do so in full, which will mean that the Company cannot or may not run the rental properties in the desired manner.

In addition, in the event of an extension of the lease by the company or based on other reasons, the Landlady may adjust the rent to the prevailing market conditions at that time. There is, therefore, the risk of a subsequent rent increase, which could negatively affect the profitability of the company.

#### **4.5.4 Dependence on Le Bijou HRM**

The Company intends to enter into a franchise agreement with Le Bijou HRM to run the rental properties according to the Le Bijou System.

There is a risk that Le Bijou HRM will not fulfil their obligations under the franchise agreement or may no longer do so to the required standard. There is also a risk that they may terminate the franchise agreement with the Company. This would mean that the Company loses all rights to use the Le Bijou System upon termination. Therefore, the Rental Properties could no longer operate under the Le Bijou System.

#### **4.5.5 Non-competition and penalties**

The Company is subject to a non-competition obligation under the franchise agreement with Le Bijou HRM during the term and for two years thereafter.

The Company is, therefore, limited in its business activities and cannot develop, offer or run comparable offers in the high-price segment for the duration of the franchise agreement and for two years after it ends by going outside of the Le Bijou System. This is set out by the non-competition clause. Otherwise they will be in breach of this clause, which could have a negative impact on the business and profitability of the Company.

For each individual violation of the non-competition clause, as well as the duty to maintain confidentiality, there will be a penalty of CHF 50,000 (excl. VAT). Paying the contractual penalty does not exempt the Company from observing the duty to maintain confidentiality and the competition prohibition.

#### **4.6 Dependence on developments in legislation**

Future changes to national and international laws and regulations may have an impact on costs and revenues and, therefore, on the business results and business activities of the Company. In Switzerland, for property companies, these are in particular laws and regulations on tax, rental, planning, construction and environmental protection law, as well as property acquisition by persons abroad, which could significantly influence the Company's finances and earnings.

#### **4.7 Uncertain future developments**

This Prospectus contains forward-looking statements, i.e., statements that are not just based on historical events. These forward-looking statements include, but are not limited to, statements concerning the financial performance, strategy, plans, objectives and future business of the Company. Such forward-looking statements are based on the Company's

assumptions and expectations and involve known and unknown risks, uncertainties and other factors that may cause these statements to be incorrect. Also forward-looking statements could differ from actual results. Important factors that could cause actual results to substantially differ from those contained in or derived from the forward-looking statements include, but are not limited to, the Company's ability to implement its business strategy, the financial position and liquidity of the Company, changes in world and regional markets, currency fluctuations and other factors to which this Prospectus refers. These forward-looking statements are made solely as of the date of this Prospectus. The Company has no obligation to update this information if expectations or facts should change and forward-looking statements are based on these.

## **5. General assembly, administrative board and management**

### **5.1 General Assembly**

According to the Articles of Incorporation, the General Assembly must be held within six months of the end of the financial year. The convocation will be made to shareholders and beneficiaries by letter or e-mail at least 20 days before the date of the meeting. In addition to the date, time and place of the meeting, the convocation must include the items to be discussed and proposals from the Board of Directors.

Shareholders who together represent at least 10% of the share capital of the Company may request the convening of a general meeting by the Board of Directors. The Board of Directors must convene this within 2 months. Shareholders who together represent shares with a nominal value of at least CHF 1 million may request that an item be added to the agenda.

According to Article 10 of the Articles of Incorporation, each share has one vote at the General Meeting, regardless of its nominal value. Membership rights at the Annual General Meeting can only be exercised by those identified through an entry in the share register.

An attendance quorum for voting in the General Assembly is not required. Most resolutions are passed by an absolute majority of the votes represented, unless the law or the Articles of Incorporation contain different provisions. Should a second ballot be necessary, the relative majority will decide. The chairman has the casting vote. Certain important resolutions, according to Art. 704 of the OR and Art.11 of the Articles of Incorporation, require the approval of at least two-thirds of the represented votes and the absolute majority of the represented nominal value shares.

### **5.2 Board of Directors**

#### **5.2.1 Tasks**

The tasks of the Board of Directors for a Swiss Public Limited Company are regulated by the Swiss Code of Obligations, the Articles of Incorporation and the Organisational and Business Regulations.

The Company's Board of Directors is responsible for the strategic management of the Company. As part of its strategic direction, the Board of Directors determines the strategic, organisational and financial planning principles as well as the accounting policies the Company must follow.

Subject to the non-transferable and irrevocable duties, the Board of Directors may delegate all or part of the management to individual members of the Board or to third parties.

### **5.2.2 Composition, election and term of office**

According to Art. 12 of the Articles of Incorporation, the Board of Directors of the Company consists of a maximum of three members, each elected by the General Meeting for a one-year term of office.

The Board of Directors is self-constituting. It nominates the president and the secretary. These individuals do not have to be a shareholder or a member of the Board of Directors.

The majority of Board members must be present for the Board to make official decisions. Exceptions to this are resolutions that exclusively concern findings and amendments to the Articles of Incorporation in connection with a capital increase. The decisions of the Board of Directors are taken by a simple majority of the votes cast, with the casting vote being given to the Chairman in the event of a tied vote. Resolutions may also be passed by circular letter, fax or e-mail, unless a member of the Board of Directors requests a verbal consultation.

The Board currently consists of the following members:

#### **Christophe Persyn**

Date of birth, 27 July 1981 and of Swiss nationality, residing in Meierskappel (LU).  
Member of the Board of Directors since 4 September 2019.

#### **Education:**

From 2007 to 2008, Mr. Persyn completed training as a VBV insurance broker and also completed a distance-learning course in Banking & Finance Essentials (BFE). After this, from 2011 to 2012, Mr. Persyn studied at the AKAD University of Applied Sciences for Banking and Finance AG Business Administration and graduated with a degree in Business Administration from the University of Applied Sciences. Then, Mr. Persyn completed further training as a Certified Relationship Manager at Credit Suisse for Private Clients Switzerland. In 2018, he became a Dip. Financial Advisor for Finance & Provisioning.

#### **Professional work:**

From 2003 to 2008, Mr. Persyn worked as an insurance broker for Visana and Helsana Health Insurance. From 2005 to 2007, he was also a client advisor at Basler Versicherung AG, General Agency Biel. From 2008 to 2010 Mr. Persyn was a client advisor for private clients at BEKB | BCBE AG in Biel and from 2010 to 2013 as Relationship Manager Swiss Private Clients at Credit Suisse AG in Neuchâtel. From 2014 to 2016, Mr. Persyn worked as a client advisor for CIBA Sàrl in Biel.

Since 2016, Mr. Persyn has been working at IMPS GmbH (previously in Brügg, now in Lucerne) as managing partner in portfolio management.

### **5.3 Management**

The Company is managed by the Board of Directors. No delegation of executive authority to individual members of the Board of Directors or to third parties has taken place.

#### **5.4 Participation and option rights of the Board of Directors and the Executive Board**

The Board of Directors and the Executive Board were not granted any participation or option rights.

#### **5.5 Conflicts of interest**

At the date of this Prospectus, the Seller holds 100% of the shares in Le Bijou HRM, which will provide essential services to the Company under the franchise agreement.

After the sale of A shares and/or B shares, the Seller will continue to hold at least all C shares, i.e. at least 10 % of the share capital and votes in the Company. She continues to control Le Bijou HRM and therefore the franchisor of the Company.

### **6. Shareholders' agreement**

By acquiring A shares and B shares through signing and implementing the SPA, the buyer joins the shareholders' agreement (ABV) as shareholder. The ABV governs the reciprocal rights and obligations of shareholders with respect to their A shares, B shares and C shares, as well as the Company.

In particular, the ABV contains provisions on the composition of the Board of Directors of the Company, provisions on the preferential rights of A shares and B shares over C shares, B shares in relation to A shares in the event of liquidation, as well as mutual rights of first refusal, tag along rights and co-sale obligations.

Likewise, for A shareholders and B shareholders for the duration of the ABV and for two years after termination of the ABV or after the shareholder leaves the Company, there is a non-competition clause with regard to the activities of the Company. Similarly, there is a non-solicitation agreement with respect to employees of the Company and employees of Le Bijou HRM (franchisor).

Apart from this, all purchasers of A shares and/or B shares receive a copy of the current ABV when concluding the SPA.

### **7. Dividends**

Under the Swiss Code of Obligations, a minimum of 5% of the annual profit of the Company must be allocated to the general reserve until it reaches 20% of the paid-in share capital of the Company. The remaining profit is at the free disposal of the General Meeting (subject to any further allocation of 10% of the amounts paid after payment of a dividend of 5% as a profit share [Art. 671 para. 2 point 3 of the OR) The general meeting will decide on the dividend. Dividends are subject to Swiss national withholding tax, currently 35%.

A maximum of 700,000 A shares and a maximum of 200,000 B shares, as well as C shares offered by this Prospectus are entitled to dividends for the entire financial year 2020.

Since its foundation, the Company has not distributed dividends.

For the future, the Company intends to use the gains it has earned for the Company's continued growth, as well as to distribute positive cash flow through distributions from capital contribution reserves to its A shareholders and B shareholders until such capital contribution reserves have been fully distributed.

## **8. Taxation**

The following is a summary of the significant implications on the acquisition, holding and sale of offered A shares and/or B shares under Swiss tax law. This does not claim to be complete on possible tax consequences. The following statements refer to natural persons with their tax residence in Switzerland.

The basis is current legislation and tax practice. Changes to legislation or tax practice may still take place. The following statements cannot replace legal or tax advice. Interested purchasers should consult a tax advisor for information on the tax consequences of acquiring, holding and relinquishing offered A shares and/or B shares.

Natural persons and legal entities with tax domicile or tax residence abroad should ask their tax advisor to clarify the tax consequences under foreign tax law.

### **8.1. Taxation of the Company**

#### **8.1.1 Profit and capital tax**

At national level, the Company is subject to direct government tax and, at cantonal and municipal level, to ordinary cantonal and municipal taxes on profits and capital.

#### **8.1.2 Withholding tax**

Dividends and other monetary benefits (over the nominal value and reserves from capital contributions) of the Company to the shareholders are subject to withholding tax of 35%. The dividend or monetary value is reduced by the Company by the withholding tax and paid to the Swiss Federal Tax Administration.

Under certain circumstances, the shareholder may reclaim the withholding tax in whole or in part from the Federal Tax Administration. The withholding tax will in principle be fully refunded to a natural or legal person domiciled or resident in Switzerland if, at the due date of the taxable benefit, the recipient has the right to use the asset that gives rise to the taxable income and duly declares the gross benefit received in his personal tax return (natural person) or if the gross income has been recognized in the income statement (legal entity). Natural or legal persons resident or domiciled abroad may, under certain conditions, recover the withholding tax in whole or in part from the Federal Tax Administration in accordance with a double taxation agreement or other agreement.

#### **8.1.3 Issue tax**

The capital contributions which buyers will pay to purchase the A shares and/or B shares to the Company are subject to an issue tax of 1% in principle. The issue tax is levied on the amount of the capital contribution. The Company is liable to pay this tax.

## **8.2 Taxation of shareholders**

### **8.2.1 Taxes on income and profit**

Individuals resident for tax purposes in Switzerland who receive dividends or other monetary benefits (above the nominal value and reserves from capital contributions) must declare the income as taxable income in their tax return for the purposes of direct government, cantonal and local taxes.

Legal entities with their tax domicile in Switzerland who receive dividends or other monetary benefits from the Company must declare this income as taxable income in their tax return for the purposes of direct government tax, cantonal and local taxes (the authoritative principle being that of statutory profit and loss accounts). Under certain conditions, the profit tax of a corporation is reduced by the investment income (participation deduction).

Capital gains on the sale of A shares and/or B shares are tax-exempt for a natural person for the purposes of direct government, cantonal and local taxes, provided the A shares and/or B shares are held as private assets. Capital gains on the sale of A shares and/or B shares are taxable if the A shares and/or B shares are held as business assets (for example, professional securities trader).

Capital gains on the sale of A shares and/or B shares are taxable for a legal entity for the purposes of direct governmental tax and cantonal and municipal taxes. Under certain circumstances, the tax a corporation pays on the income from investments (participation exemption) is reduced.

### **8.2.2 Capital and profits taxes**

Individuals resident in Switzerland for tax purposes must declare A shares and/or B shares as taxable assets in the tax return for the purposes of the cantonal and communal taxes.

Legal entities with tax domicile in Switzerland must declare A shares and/or B shares as taxable capital in their tax return for the purposes of cantonal and communal taxes.

### **8.2.3 Turnover tax**

The acquisition of A shares and/or B shares is subject to sales tax of 0.15% under certain conditions. Any sales tax will be borne by the Seller.

## **9. Assets, financial and earnings position**

The accounts of the Company are closed annually on the 31st of December. For the period from its foundation on 4 September 2019 to 31 December 2020, a longer financial year shall apply.

For the purposes of this Prospectus and because the Company does not yet have any financial statements, the Company has prepared interim financial statements as of 13

September 2019 and has these audited (according to Art. 652a para. 3 CO) by an authorised auditor. The audit report and the interim financial statements are listed below for the purposes of this offer.

The interim report dated 13.9.2019 can be obtained free of charge from the Company (tel. +41 44 533 16 10, E-Mail: invest@lebijou.io).

### **9.1 Interim report as of 13.9.2019**

(see chapter 10)

Mannhart & Fehr Treuhand AG

OCLU AG

#### **Balance Sheet as at 13.09.2019**

**Interim Balance**

**Date 13.9.2019**

**Number**

**Name**

**LIABILITIES**

**28**

**ASSETS**

**2800**

**SHARE CAPITAL**

**2800**

**TOTAL SHARE CAPITAL**

**28**

**TOTAL ASSETS**

**13/09/2019**

## **9.2 Significant changes since 13.9.2019**

**There have been no events between the balance sheet date of 13.9.2019 and the date of this Sales Prospectus as at 13.9.2019. No essential events have taken place that could render the information in the interim financial statements as of 13 September 2019 inaccurate.**

**The undersigned are responsible for the content of this Prospectus and declare that, to the best of their knowledge, the information contained in this Prospectus has been suitably stated and that no material circumstances have been omitted.**

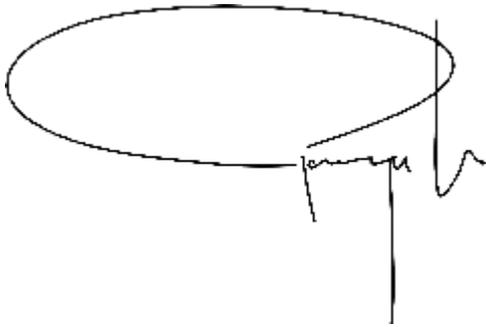
**They declare that, to the best of their knowledge, the information contained in this Prospectus, including the financial information in Chapter 10, is accurate and that no significant events or circumstances have been omitted.**

**Zug, 13.9.2019**

**OCLU AG**

**(Signature)**

**OCLU AG**

A handwritten signature in black ink, consisting of a large, loopy oval shape followed by a vertical line and some smaller, less distinct strokes.

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Christophe Persyn

**Le Bijou Holding AG**

Two handwritten signatures in black ink. The one on the left is a complex, multi-stroke signature. The one on the right is a more fluid, cursive signature.

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Alexander Hübner

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Madeleine Hübner

**10. Financial figures**

Interim report as of 13.9.2019

**Mannhart & Fehr Treuhand AG**

**OCLU AG**

**Balance Sheet as at 13.09.2019**

Interim Balance

Date 13.09.2019

Number	Name	Pre-column	Balance
<b>ASSETS</b>			
<u>10</u>	<b>CURRENT <u>ASSETS</u></b>		
1030	Capital Payment Account CS	100,000.00	
100	Total liquid Assets		100,000.00
10	<b>TOTAL CURRENT ASSETS</b>		100,000.00
	<b>TOTAL ASSETS</b>		100,000.00

**Mannhart & Fehr Treuhand AG**

**OCLU AG**

**Balance Sheet as at 13.09.2019**

Interim Balance

Date 13.09.2019

Number	Name	Pre-column	Balance
<b>LIABILITIES</b>			
<u>28</u>	<b>ASSETS</b>		
2800	Share Capital	100,000.00 (H)	
2800	Total share capital		100,000.00 (H)

<b>28</b>	<b>TOTAL CURRENT ASSETS</b>	<b>100,000.00 (H)</b>
	<b>TOTAL LIABILITIES</b>	<b>100,000.00 (H)</b>

Bilanz per 13.09.2019

Zwischenbilanz

Datum: 13.09.2019

Nummer	Bezeichnung	Vorkolonne	Saldo CHF
A K T I V E N			
<u>10</u>	<u>UMLAUFVERMÖGEN</u>		
1030	Kapitaleinzahlungskonto CS	100'000.00	
100	Total Flüssige Mittel		100'000.00
10	Total UMLAUFVERMÖGEN		100'000.00
Total A K T I V E N			100'000.00

## Bilanz per 13.09.2019

Zwischenbilanz

Datum: 13.09.2019

Nummer	Bezeichnung	Vorkolonne	Saldo CHF
P A S S I V E N			
<u>28</u>	<u>EIGENKAPITAL</u>		
2800	Aktienkapital	100'000.00 H	
2800	Total Grundkapital		100'000.00 H
28	Total EIGENKAPITAL		100'000.00 H
Total P A S S I V E N			100'000.00 H

OCLU AG, Gubelstrasse 24, 6300 Zug

**Reviewbericht nach PS 910**

über den Zwischenabschluss per 13. September 2019

Geschäftsjahr 04.09.2019 – 13.09.2019

**Reviewbericht** des Wirtschaftsprüfers zum Zwischenabschluss per  
13. September 2019 an den Verwaltungsrat der **OCLU AG**,  
Gubelstrasse 24, 6300 Zug

Auftragsgemäss haben wir eine Review des Jahresabschlusses (Bilanz und Erfolgsrechnung) der **OCLU AG** für die Periode vom 04.09.2019 bis 13.09.2019 vorgenommen.

Für den Abschluss ist der Verwaltungsrat der **OCLU AG** verantwortlich, während unsere Aufgabe darin besteht, aufgrund unserer Review einen Bericht über den Zwischenabschluss abzugeben.

Unsere Review erfolgte nach dem Schweizer Prüfungsstandard 910 «Review (prüferische Durchsicht) von Abschlüssen». Danach ist eine Review so zu planen und durchzuführen, dass wesentliche Fehlaussagen im Zwischenabschluss erkannt werden, wenn auch nicht mit derselben Sicherheit wie bei einer Prüfung. Eine Review besteht hauptsächlich aus der Befragung von Mitarbeiterinnen und Mitarbeitern sowie analytischen Prüfungshandlungen in Bezug auf die dem Zwischenabschluss zugrundeliegenden Daten. Wir haben eine Review, nicht aber eine Prüfung, durchgeführt und geben aus diesem Grund kein Prüfungsurteil ab.

Bei unserer Review sind wir nicht auf Sachverhalte gestossen, aus denen wir schliessen müssten, dass der Zwischenabschluss kein den tatsächlichen Verhältnissen entsprechendes Bild der Vermögens-, Finanz- und Ertragslage der **OCLU AG** in Übereinstimmung mit Gesetz und Statuten vermittelt.

Zürich, 1. November 2019

ReviCons AG

  
Thomas Müller  
Dipl. Wirtschaftsprüfer

  
Hans Peter Frischknecht  
Dipl. Revisionsexperte