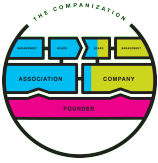


## The Companization® 54 indicators

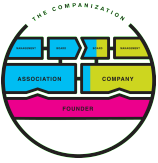
### **Articles of Incorporation must include:**

1. The objective of the company's activity
2. The purpose of the company
3. Objective to maximize profit and social influence
4. Ethical framework
5. Social objective
6. Even number of directors
7. Chairman to be nominated by the board
8. Chairman has the casting vote
9. Founders joint right to appoint Chairman if the board cannot agree
10. Founders alternating the right to appoint Chairman if Founders cannot agree
11. General shareholders meeting must decide on approval that the activities complied with the purpose requirements as stated in the Articles of Incorporation



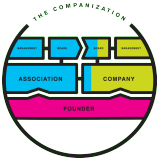
## **Bylaws must include:**

1. The objective of the company's activity
2. The purpose of the company
3. Objective to maximize social influence
4. Objective to build a strong economy
5. Ethical framework
6. Social objective
7. Special shareholder responsibility
8. Membership open for all
9. Unlimited numbers of members
10. Qualified majority in the case of an amendment of bylaws
11. Qualified majority in the case of the decision to dissolve the association
12. Even number of directors
13. Chairman to be nominated by the board
14. Chairman has the casting vote
15. Founders joint right to appoint Chairman if the board cannot agree
16. Founders alternating the right to appoint Chairman if Founders cannot agree
17. General shareholders meeting must decide on approval that the activities complied with the purpose requirements as stated in the Articles of Incorporation
18. Obligatory purposes and goals for the Board and the management: A) To develop the financial strength and growth of the association. B) To seek to maximize the association's influence in developments within society. C) To support, while engaged in A) and B), the principles outlined in the [Ethical framework, e.g. Earth Charter and the Global Compact].



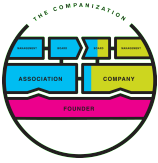
*Bylaws must include (cont.)*

19. A paragraph stating that an offense against the special shareholder responsibility is a particularly strong reason for exclusion
20. Interim period as stated in the template
21. Amendment to the bylaws as stated in the template
22. The decision regarding the dissolution of the association as stated in the template
23. Membership fee as stated in the template
24. Right to compensation in the event of the sale of [Company AB], so-called Closure Right as stated in the template
25. Transfer of Closure Right as stated in the template



## **Shareholders agreement must include:**

1. The decision that the parties shall transfer in total 10 % of its shares in the Company to the non-profit association founded by the parties.
2. Decision that the price for such sale shall be the nominal value of the shares.
3. Decision that Upon the non-profit association's purchase of a total of 10 % the shares of the Company, the non-profit association shall enter into the shareholders agreement as a party
4. Decision that the amendments to the shareholders agreement stated in Appendix shall apply from that date.
5. The number of directors shall be equal and founders shall each be entitled to designate directors in accordance with ownership.
6. Chairman to be nominated by the board.
7. Chairman has casting vote.
8. Founders joint right to appoint Chairman if board cannot agree.
9. Founders alternating the right to appoint Chairman if Founders cannot agree.
10. If the number of votes for Chairman at the General meeting are equal, the nomination of the chairman shall alternate yearly among founders with a right for a specified founder to nominate the chairman of the general meeting the first time it occurs.
11. Qualified majority needed by nine-tenths (9/10) of the shareholders/ board members present and two-thirds (2/3) of those present votes in favor of Amendments of the Articles of Incorporation.



12. The shares of the Company shall be owned by the parties in the following portions (example):  
Party Shares (in percent)  
Founder 1 45 %  
Founder 2 45 %  
[Association name] 10 %
13. The board of directors shall consist of four (4) to twenty (20) directors.
14. Founder 1 is entitled to designate twenty-five (25) per cent of the directors, Founder 2 is entitled to designate twenty-five (25) per cent of the directors and [Association name] is entitled to designate fifty (50) per cent of the directors.
15. The parties agree that the association shall not in any case own more than 10 % of the shares in the Company and shall therefore not be entitled to make use of Right of first refusal or Breach of contract and insolvency (call option). For the avoidance of doubt, Founder 1 or Founder 2 shall be entitled to make use of the Right of first refusal or Breach of contract and insolvency (call option) to acquire the associations' shares.
16. The association shall not be entitled to apply the pre-emption clause in the Articles of Incorporation in connection with any transfer of shares.
17. The association must accept to be bound by the provisions of the Shareholders Agreement with the amendments made.

**Other:**

1. An Advisory Board shall be recruited by the founder and made available to both the company and the association.