

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

Auris Medical Holding AG

(Exact Name of Registrant as Specified in Its Charter)

Switzerland

(State or Other Jurisdiction of
Incorporation or Organization)

Not Applicable

(I.R.S. Employer
Identification Number)

Bahnhofstrasse 21

6300 Zug

Switzerland

(Address, Including Zip Code of Principal Executive Offices)

Auris Medical Holding AG Equity Incentive Plan

(Full title of Plans)

National Corporate Research, Ltd.

10 East 40th Street

New York, New York 10016

(212) 947-7200

(Name, address and telephone number, including area code, of agent for service)

Copies to:

Richard D. Truesdell, Jr.,

Sophia Hudson

Davis Polk & Wardwell LLP

450 Lexington Avenue

New York, New York 10017

(212) 450-4000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title Of Securities To Be Registered	Amount To Be Registered(1)	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount Of Registration Fee
Common Shares, nominal value CHF 0.40 per share, reserved for issuance pursuant to the EIP	1,145,250	\$ 4.54(2)	\$5,199,435.00(2)	\$ 604.17

(1) This Registration Statement on Form S-8 (this "Registration Statement") covers (i) common shares, nominal value CHF 0.40 per share ("Common Shares"), of Auris Medical Holding AG (the "Registrant"), issuable pursuant to the Auris Medical Holding AG Equity Incentive Plan (the "EIP"); and (ii) pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), any additional Common Shares that become issuable under the EIP by reason of any share dividend, share split or other similar transaction.

(2) Estimated pursuant to Rule 457(h) and Rule 457(c) under the Securities Act, solely for the purpose of computing the registration fee for Common Shares to be issued pursuant to the EIP, based on the average of the high and low prices reported for a Common Share on the NASDAQ Global Select Market on December 3, 2014.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Item 1 and Item 2 of Part I of Form S-8 will be delivered to participants as specified by Rule 428(b)(1) under the Securities Act. In accordance with the rules and regulations of the U.S. Securities and Exchange Commission (the "Commission") and the instructions to Form S-8, such documents are not being filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents are incorporated herein by reference:

(a) The Registrant's latest prospectus on Form F-1 filed with the Commission on August 5, 2014 (which contains the Registrant's audited financial statements for the latest fiscal year for which such statements have been filed) (the "F-1 Registration Statement"), as subsequently amended, and the Company's prospectus filed pursuant to Securities Act Rule 424(b) (Registration File No. 333-197105).

(b) The description of the Registrant's Common Shares which is contained in the Registrant's Exchange Act Registration Statement on Form 8-A (Registration File No. 001-36582), dated July 29, 2014, including any amendments or supplements thereto.

In addition, all documents subsequently filed by the Registrant with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein (or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein) modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Under Swiss law, a corporation may in advance enter into an agreement with its directors or officers to indemnify such directors or officers against losses and expenses (except for such losses and expenses arising from willful misconduct or negligence), including attorney's fees, judgments, fines and settlement amounts actually and reasonably incurred in a civil or criminal action, suit or proceeding by reason of having been the representative of, or serving at the request of, the corporation.

Within the limits of Swiss law, Article 17 of the Registrant's articles of association provides for indemnification of the existing and former members of the Registrant's board of directors, executive management and their heirs, executors and administrators, against liabilities arising in connection with the performance of their duties in such

capacity, and permits the Registrant to advance the expenses of defending any act, suit or proceeding to the Registrant's directors and executive management.

In addition, under general principles of Swiss employment law, an employer may be required to indemnify an employee against losses and expenses incurred by such employee in the proper execution of their duties under the employment agreement with the employer

The Registrant enters into indemnification agreements with each of the members of its board of directors and executive officers in the form filed as Exhibit 10.9 to the F-1 Registration Statement upon the closing of the offering being made pursuant thereto.

In the underwriting agreement that the Registrant entered into in connection with the sale of the Common Shares being registered pursuant to the F-1 Registration Statement, a form of which is filed as Exhibit 1.1 to the F-1 Registration Statement, the underwriters will agree to indemnify, under certain conditions, the Registrant, the Registrant's directors and officers and persons who control the Registrant within the meaning of the Securities Act against certain liabilities.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant, the Registrant has been advised that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit Number</u>	
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4.1	Form of Articles of Association of Auris Medical Holding AG (filed herewith)
4.2	Form of Registration Rights Agreement (incorporated herein by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form F-1, filed with the Commission on August 5, 2014 (Registration File No. 333-197105))
5	Opinion of Froriep, Swiss counsel to the Registrant (filed herewith)
23.1	Consent of KPMG AG (filed herewith)
23.2	Consent of Froriep, Swiss counsel to the Registrant (included in Exhibit 5)
24	Power of Attorney (included in the signature pages hereof)
99.1	Auris Medical Holding AG Equity Incentive Plan (filed herewith)

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the EIP not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing this Registration Statement and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Zug, Switzerland, on this 8th day of December, 2014.

Auris Medical Holding AG

By: /s/ Thomas Meyer

Name: Thomas Meyer

Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Thomas Meyer and Sven Zimmermann, and each of them, individually, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, in connection with this Registration Statement, including to sign in the name and on behalf of the undersigned, this Registration Statement and any and all amendments thereto, including post-effective amendments and registrations filed pursuant to Rule 462 under the U.S. Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto each such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons on this 8th day of December, 2014 in the capacities indicated.

<u>Signature</u>	<u>Title</u>
<u>/s/ Thomas Meyer</u> Thomas Meyer	Chief Executive Officer and Board Director (Principal Executive Officer)
<u>/s/ Sven Zimmermann</u> Sven Zimmermann	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
<u>/s/ Wolfgang Arnold</u> Wolfgang Arnold	Director
<u>/s/ Alain Munoz</u> Alain Munoz	Director
<u>James I. Healy</u>	Director
<u>/s/ Oliver Kubli</u> Oliver Kubli	Director
<u>/s/ Antoine Papiernik</u> Antoine Papiernik	Director
<u>/s/ Colleen A. DeVries</u> Colleen A. DeVries SVP of National Corporate Research, Ltd.	Authorized Representative in the United States

EXHIBIT INDEX

**Exhibit
Number**

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Statuten

Articles of Association

Auris Medical Holding AG

I Firma, Sitz, Dauer, Zweck

	Art. 1
<i>Firma</i>	Unter der Firma Auris Medical Holding AG Auris Médical Holding SA Auris Medical Holding Ltd.
<i>Dauer, Sitz</i>	besteht auf unbestimmte Zeit eine Aktiengesellschaft mit Sitz in Zug.
<i>Zweigniederlassungen</i>	Die Gesellschaft kann im In- und Ausland Zweigniederlassungen und Vertretungen errichten.
	Art. 2
<i>Zweck</i>	Zweck der Gesellschaft ist die Beteiligung an Unternehmungen aller Art im In- und Ausland, die insbesondere in Beziehung zu pharmazeutischen Produkten und Dienstleistungen stehen. Die Gesellschaft kann im Übrigen alle Geschäfte betreiben, die bestimmt oder geeignet sind, das Unternehmen zu entwickeln oder den Gesellschaftszweck zu fördern. Die Gesellschaft kann auch Finanzierungen für eigene oder fremde Rechnung vornehmen, insbesondere Darlehen an Konzerngesellschaften oder an Dritte gewähren sowie Garantien oder Bürgschaften aller Art für Verbindlichkeiten gegenüber Konzerngesellschaften ausrichten. Diese Darlehen, Garantien oder Bürgschaften können auch ohne Vergütung oder Entschädigung gewährt werden. Die Gesellschaft kann zudem an Cash-Pooling-Operationen innerhalb des Konzerns teilnehmen.

I Corporate Name, Domicile, Duration, Purpose

	Art. 1	
	Incorporated under the name Auris Medical Holding AG Auris Médical Holding SA Auris Medical Holding Ltd.	<i>Corporate name</i>
	is a stock corporation, formed for an indefinite duration and domiciled in Zug.	<i>Duration, domicile</i>
	The Corporation may establish branches and representative agencies in Switzerland and abroad.	<i>Branch establishments</i>
	Art. 2	
	The Corporation's purpose is to participate in business organizations of all kinds in Switzerland and abroad, particularly in relation to pharmaceutical products and services. Moreover, the Corporation may transact any business conducive to developing the Corporation or furthering the Corporation's purpose. The Corporation may also arrange financing for its own or third party account, in particular it may grant loans to companies of the Group or to third parties, as well as guarantees or surety bonds of any sort for obligations towards companies of the Group. These loans or guarantees may also be granted without any remuneration or compensation. The Corporation may in addition participate in cash-pooling operations within the Group.	<i>Purpose</i>

II Aktienkapital

Art. 3

*Aktienkapital,
Stückelung*

Das Aktienkapital beträgt CHF 11'581'804 und ist eingeteilt in 28'954'510 Namenaktien zu je CHF 0.40 Nennwert. Die Aktien sind vollständig liberiert.

Art. 3a

*Genehmigtes
Aktienkapital*

Der Verwaltungsrat ist ermächtigt, jederzeit bis zum 30. Juni 2016 das Aktienkapital im Maximalbetrag von CHF 3'314'706 durch Ausgabe von höchstens 8'286'765 vollständig zu liberierenden Namenaktien mit einem Nennwert von je CHF 0.40 zu erhöhen.

Erhöhungen in Teilbeträgen sind gestattet. Der Verwaltungsrat kann neue Aktien auch mittels Festübernahme oder auf eine andere Weise durch eine oder mehrere Banken und anschliessendem Angebot an Aktionäre oder Dritte ausgeben. Der Verwaltungsrat legt die Art der Einlagen, den Ausgabebetrag und den Beginn der Dividendenberechtigung fest.

Aktien, für welche Bezugsrechte eingeräumt, aber nicht ausgeübt werden, können vom Verwaltungsrat anderweitig im Interesse der Gesellschaft verwendet werden.

Der Verwaltungsrat ist berechtigt, das Bezugsrecht der Aktionäre zu beschränken oder aufzuheben und Dritten, oder der Gesellschaft, zuzuweisen im Fall der Verwendung der Aktien: a) für Zwecke der Erweiterung des Aktionärskreises in bestimmten Investorenmärkten oder im Rahmen der Kotierung, Handelszulassung oder Registrierung der Aktien an inländischen oder ausländischen Börsen; b) im Zusammenhang mit einem Aktienangebot, um die einer oder mehreren Banken gewährte Mehrzuteilungsoption (Over-Allotment Option) abzudecken; c) für Aktienplatzierungen, wenn der Ausgabebetrag der neuen Aktien unter Berücksichtigung des Marktpreises

II Share Capital

Art. 3

The share capital totals CHF 11'581'804 and is divided into 28'954'510 registered shares with a nominal value of CHF 0.40 each. The shares are fully paid-in.

*Share capital,
denominations*

Art. 3a

The Board of Directors is authorized at any time until 30 June 2016 to increase the share capital by a maximum aggregate amount of CHF 3'314'706 through the issuance of not more than 8'286'765 registered shares, which will have to be fully paid-in, with a nominal value of CHF 0.40 each.

*Authorized share
capital*

Increases in partial amounts are permitted. The Board of Directors may issue new shares also by means of underwriting or in any other manner by one or more banks and subsequent offer to shareholders or third parties. The Board of Directors determines the type of contributions, the issue price and the date on which the dividend entitlement starts.

If pre-emptive rights are granted, but not exercised, the Board of Directors may use the respective shares in the interest of the Corporation.

The Board of Directors is authorized to restrict or to exclude the pre-emptive rights of the shareholders, and to allocate them to third parties or to the Corporation, in the event of use of the shares for the purpose of: a) expanding the shareholder base in certain capital markets or in the context of the listing, admission to official trading or registration of the shares at domestic or international stock exchanges; b) granting an over-allotment option ("greenshoe") to one or several underwriters in connection with a placement of shares; c) share placements, provided the issue price is determined by reference

festgesetzt wird; d) für die Beteiligung von Mitarbeitern, Mitgliedern des Verwaltungsrats und Beratern der Gesellschaft oder ihrer Tochtergesellschaften nach Massgabe eines oder mehrerer vom Verwaltungsrat erlassenen Reglemente; e) für die Übernahme von Unternehmen, Unternehmensteilen oder Beteiligungen oder neue Investitionsvorhaben oder im Falle einer privaten oder öffentlichen Aktienplatzierung für die Finanzierung und/oder Refinanzierung solcher Transaktionen; f) für die rasche und flexible Beschaffung von Eigenkapital, welche ohne Entzug des Bezugsrechts nur schwer möglich wäre, oder g) für den Erwerb einer Beteiligung an der Gesellschaft durch einen strategischen Partner.

Art. 3b

Bedingtes Kapital für Options- und Wandelanleihen

Das Aktienkapital wird im Maximalbetrag von CHF 2'000'000 durch Ausgabe von höchstens 5'000'000 vollständig zu liberierenden Namenaktien mit einem Nennwert von je CHF 0.40 erhöht durch Ausübung von Options- und Wandelrechten, welche in Verbindung mit Options- und Wandelanleihen ("Anleihensobligationen") der Gesellschaft oder einer ihrer Konzerngesellschaften eingeräumt worden sind. Das Bezugsrecht der Aktionäre ist ausgeschlossen. Zum Bezug der neuen Aktien sind die jeweiligen Inhaber von Anleihensobligationen berechtigt. Der Verwaltungsrat kann bei der Ausgabe von Anleihensobligationen das Vorwegzeichnungsrecht der Aktionäre ganz oder teilweise ausschliessen a) zur Finanzierung und Refinanzierung des Erwerbs von Unternehmen, Unternehmensteilen oder Beteiligungen oder von neuen Investitionsvorhaben der Gesellschaft oder b) wenn die Ausgabe auf nationalen oder internationalen Kapitalmärkten einschliesslich Privatplatzierungen erfolgt. Soweit das Vorwegzeichnungsrecht ausgeschlossen ist, sind i) die Anleihensobligationen zu Marktbedingungen zu platzieren, ist ii) die Ausübungsfrist der Options- und Wandelrechte auf höchstens 7 Jahre ab dem Zeitpunkt der Emission anzusetzen und ist iii) der Ausübungspreis für die neuen Aktien mindestens entsprechend den Marktbedingungen im Zeitpunkt der Begebung festzulegen.

to the market price; d) the participation of employees, Members of the Board of Directors or consultants of the Corporation or of one of its Group companies according to one or several equity incentive plans issued by the Board of Directors; e) the acquisition of companies, company assets, participations or new investment projects or for public or private share placements for the financing and/or refinancing of such transactions; f) for raising equity capital in a fast and flexible manner as such transaction would be difficult to carry out without the exclusion of the pre-emptive rights of the existing shareholders; or g) the acquisition of a participation in the Corporation by a strategic partner.

Art. 3b

The Corporation's share capital shall be increased by a maximum aggregate amount of CHF 2, 000,000 through the issuance of not more than 5,000,000 registered shares, which will have to be fully paid-in, with a nominal value of CHF 0.40 each, by the exercise of option and conversion rights which are granted in connection with warrants and convertible bonds ("Bonds") of the Corporation or one of its Group companies. The pre-emptive rights of shareholders are excluded. The holders of Bonds are entitled to the new shares. When issuing Bonds the Board of Directors is authorized to limit or exclude the advance subscription rights of shareholders a) for the purpose of financing or refinancing the acquisition of enterprises, divisions thereof, or of participations or of newly planned investments of the Corporation; or b) if the issue occurs on domestic or international capital markets including private placements. To the extent that the advance subscription rights are excluded i) the Bonds are to be placed at market conditions; ii) the term to exercise the option and the conversion rights may not exceed 7 years as of the date of the bond issue; and iii) the exercise price for the new shares must at least correspond to the market conditions at the time of the Bond issue.

Conditional share capital for warrants and convertible bonds

Bedingtes Kapital für Beteiligungspläne

Das Aktienkapital wird unter Ausschluss des Bezugsrechts im Maximalbetrag von CHF 600'000 durch Ausgabe von höchstens 1'500'000 vollständig zu liberierenden Namenaktien mit einem Nennwert von je CHF 0.40 erhöht durch Ausübung von Optionsrechten, welche Mitarbeiterinnen und Mitarbeitern, Mitgliedern des Verwaltungsrates oder Beratern der Gesellschaft oder einer ihrer Konzerngesellschaften im Rahmen eines oder mehrerer durch den Verwaltungsrat erlassenen Aktienbeteiligungsprogramme eingeräumt werden. Der Verwaltungsrat regelt die Einzelheiten.

Art. 4

Aktienbuch, Aktienzertifikate und Bucheffekten

Die Gesellschaft oder von ihr beauftragte Dritte führen ein Aktienbuch. Darin werden die Eigentümer (inklusive, falls anwendbar, Nominees) und Nutzniesser der Aktien mit Namen und Vornamen, Wohnort und Adresse (bei juristischen Personen mit Firma und Sitz), der Anzahl und Beschreibung der gehaltenen Aktien, dem Datum, zu welchem eine Person ins Aktienbuch eingetragen wurde wie auch das Datum, an welchem eine Person ihre Aktionärsenschaft aufgegeben hat, eingetragen. Jeder Aktionär hat der Gesellschaft allfällige Adressänderungen zur Eintragung ins Aktienbuch zu melden. Als Aktionär gilt, wer im Aktienbuch als Aktionär eingetragen ist. Ist die Eintragung eines Erwerbers aufgrund falscher Angaben erfolgt, kann dieser nach Anhörung vom Verwaltungsrat aus dem Aktienbuch gestrichen werden. Die Gesellschaft gibt ihre Namenaktien in Form von Einzelurkunden, Globalurkunden oder Wertrechten aus. Der Gesellschaft steht es im Rahmen der gesetzlichen Vorgaben frei, ihre in einer dieser Formen ausgegebenen Namenaktien jederzeit und ohne Zustimmung

The Corporation's share capital shall, to the exclusion of the pre-emptive rights of shareholders, be increased by a maximum aggregate amount of CHF 600,000 through the issuance of not more than 1,500,000 registered shares, which shall be fully paid-in, with a nominal value of CHF 0.40 each, by the exercise of option or conversion rights, which have been granted to employees, Members of the Board of Directors or consultants of the Corporation or of one of its Group companies according to one or several equity incentive plans issued by the Board of Directors. The details shall be determined by the Board of Directors.

Art. 4

The Corporation shall maintain, itself or through a third party, a share register. The share register shall list the name, first name and address (in the case of legal entities, the company name and registered offices) of the owners (including, if applicable, nominees) and usufructuaries of the shares, the number and description of the shares held, the date on which each person was entered in the register and the date on which any person ceased to be a shareholder. The shareholders shall notify the Corporation of any change of their address. Whoever is registered in the share register as shareholder is deemed to be a shareholder of the Corporation. The Board of Directors may, after having heard the concerned owner of the shares, cancel entries which were based on untrue information. The Corporation may issue its registered shares in the form of single certificates, global certificates or uncertificated securities. Under the conditions set forth by statutory law, the Corporation may convert its registered shares from one form into another form at any time and without the approval of the shareholders. The Corporation

Conditional share capital for equity incentive plans

Share register, share certificates and intermediated securities

mung der Aktionäre in eine andere Form umzuwandeln. Die Gesellschaft trägt dafür die Kosten.

Falls Namenaktien in der Form von Einzelkunden oder Globalkunden ausgegeben werden, tragen sie die Unterschrift von zwei Mitgliedern des Verwaltungsrates. Beide Unterschriften können Faksimile Unterschriften sein.

Der Aktionär hat keinen Anspruch auf Umwandlung von in bestimmter Form ausgegebenen Namenaktien in eine andere Form. Jeder Aktionär kann jedoch von der Gesellschaft jederzeit die Ausstellung einer Bescheinigung über die von ihm gemäss Aktienbuch gehaltenen Namenaktien verlangen. Werden Bucheffekten im Auftrag der Gesellschaft oder des Aktionärs von einer Verwahrungsstelle, einem Registrar, Transfer Agenten, einer Trust Gesellschaft, Bank oder einer ähnlichen Gesellschaft verwaltet (die Verwahrungsstelle), so setzt Wirksamkeit gegenüber der Gesellschaft voraus, dass diese Bucheffekten und die damit verbundenen Rechte unter Mitwirkung der Verwahrungsstelle übertragen oder daran Sicherheiten bestellt werden.

Art. 5

Bezugsrecht

Im Falle der Erhöhung des Aktienkapitals hat jeder bisherige Aktionär das Recht, soweit die Statuten oder die Generalversammlung nichts anderes bestimmen, einen seinem bisherigen Aktienbesitz entsprechenden Teil der neuen Aktien zu zeichnen.

Nicht in Anspruch genommene Bezugsrechte können vom Verwaltungsrat nach eigenem Ermessen anderen Aktionären oder Dritten angeboten werden.

Liegen wichtige Gründe im Sinne des Gesetzes vor, so kann die Generalversammlung dieses Bezugsrecht der bisherigen Aktionäre beschränken oder ganz entziehen.

shall bear the cost of any such conversion.

If registered shares are issued in the form of single certificates or global certificates, they shall be signed by two members of the Board of Directors. Both signatures may be affixed in facsimile.

The shareholder has no right to request a conversion of the form of the registered shares. Each shareholder may, however, at any time request a written confirmation from the Corporation of the registered shares held by such shareholder, as reflected in the share register.

If intermediated securities are administered on behalf of the Corporation or a shareholder by an intermediary, registrar, transfer agent, trust company, bank or similar entity ("Intermediary"), any transfer or grant of a security interest in such intermediated securities and the appurtenant rights associated therewith, in order for such transfer or grant of a security interest to be valid against the Corporation, requires the cooperation of the Intermediary.

Art. 5

In the event of an increase of the share capital every existing shareholder is entitled to subscribe newly issued shares in proportion to his/her existing shareholdings unless otherwise provided for in the Articles of Association or determined by the General Meeting of shareholders.

Pre-emptive rights which are not exercised may be offered by the Board of Directors to other shareholders or third parties as it deems appropriate.

The General Meeting of shareholders may restrict the pre-emptive rights of the shareholders or withdraw them for a cause recognised by law.

Pre-emptive rights

III Organisation der Gesellschaft

i) Generalversammlung

Art. 6

Arten der Generalversammlung

Die ordentliche Generalversammlung findet jedes Jahr innerhalb von sechs Monaten nach Schluss des Geschäftsjahres statt. Ausserordentliche Generalversammlungen finden nach Bedarf statt, insbesondere

- a) auf Beschluss der Generalversammlung oder des Verwaltungsrats,
- b) auf Begehren der Revisionsstelle,
- c) wenn es von einem oder mehreren Aktionären, die zusammen mindestens 10 % des Aktienkapitals vertreten, schriftlich verlangt wird. Der schriftliche Antrag soll die Verhandlungsgegenstände, die gestellten Anträge sowie die weiteren Angaben, die gemäss anwendbaren Gesetzes- oder Kotierungsvorschriften notwendig sind, enthalten.
- d) wenn es Gesetz oder Statuten vorsehen.

Art. 7

Einberufung

Die Einberufung der Generalversammlung erfolgt durch den Verwaltungsrat oder, wenn die gesetzlichen oder statutarischen Voraussetzungen gegeben sind, durch die Revisionsstelle, die Liquidatoren oder die Vertreter der Anleihensgläubiger.

Bekanntmachung

Die Generalversammlung ist unter Bekanntgabe von Ort, Zeit, Verhandlungsgegenständen, Anträgen des Verwaltungsrates zu den Verhandlungsgegenständen, Anträgen auf Änderung der Statuten und Art des Ausweises über den Aktienbesitz mindestens 20 Tage vor dem Versammlungstag durch einmalige Bekanntmachung im

III Organization of the Corporation

i) General Meeting of Shareholders

Art. 6

The ordinary General Meeting of shareholders shall be held annually within six months of the close of the financial year. *Types of General Meetings*

Extraordinary General Meetings of shareholders shall be held as required, in particular:

- a) by resolution of the General Meeting of shareholders or the Board of Directors,
- b) at the request of the auditors,
- c) if requested by one or more shareholders who together represent at least 10 % of the issued share capital, by application in writing. The application shall contain an agenda, the respective motions as well as any other information required under the applicable laws and stock exchange rules.
- d) if required by law or by these Articles of Association.

Art. 7

The General Meeting of shareholders shall be called by the Board of Directors or, if required under statutory or articulated provisions, by the auditors, liquidators or the representatives of the Bond owners. *Calling of General Meeting*

The General Meeting of shareholders is to be called at least twenty days before the day appointed for the Meeting by a notice published once in the Swiss Official Gazette of Commerce (Schweizerisches Handelsamtsblatt), stating time, place, agenda, resolutions put forward by the Board of Directors for the agenda items, any resolutions *Announcement*

Schweizerischen Handelsamtsblatt einzuberufen. In der Einberufung sind zudem die Anträge der Aktionäre bekanntzugeben, welche die Durchführung der Generalversammlung oder die Traktandierung eines Verhandlungsgegenstandes nach den Bestimmungen von Art. 8 verlangt haben, sowie bei Wahlgeschäften die Namen des oder der zur Wahl vorgeschlagenen Kandidaten anzugeben.

Die Einladung der Aktionäre kann zudem schriftlich an deren im Aktienbuch eingetragene Adresse erfolgen, wobei der Fristenlauf mit dem Tag beginnt, welcher der Postaufgabe folgt.

Universalversammlung

Über Gegenstände, die nicht in dieser Weise angekündigt sind, kann, unter Vorbehalt der gesetzlichen Bestimmungen über die Universalversammlung, kein Beschluss gefasst werden, es sei denn über die Einberufung einer ausserordentlichen Generalversammlung oder die Durchführung einer Sonderprüfung.

Art. 8

Traktandierung

An einer Generalversammlung darf nur über die Gegenstände abgestimmt werden, die

- a) vom Verwaltungsrat oder im Auftrag des Verwaltungsrates oder
- b) von einem oder von mehreren Aktionären im Verfahren gemäss diesem Art. 8

traktandiert werden.

Das Traktandierungsbegehren eines Aktionärs für die ordentliche Generalversammlung muss mindestens [45] Kalendertage vor der Versammlung bei der Gesellschaft eingereicht werden. Das Traktandierungsbegehren muss in schriftlicher Form gestellt werden und bezüglich jedem vorgebrachten Traktandum die nachfolgenden Informationen enthalten:

- a) eine kurze Beschreibung des gewünschten Traktandums sowie der Gründe, weshalb dieses Traktandum von der Generalversammlung behandelt werden soll;

to amend these Articles and method of proving shareholder status. The announcement is to include the motions put forward by those shareholders who have requested the General Meeting of shareholders to be held or that an item be included in the Agenda in accordance with Article 8 and, in the event of elections, the name(s) of the candidate(s) that has or have been put on the ballot for election.

An invitation may also be sent to the shareholders at their address registered in the share register; whereby the convocation period begins at the day following the date of posting.

Subject to the statutory provisions on the universal meeting of all shareholders, matters not announced in this way shall not be eligible for resolution except the calling of an extraordinary General Meeting of shareholders or the carrying out of a special audit.

Art. 8

At any General Meeting of shareholders only such business shall be conducted as shall have been brought before the meeting

- a) by the Board of Directors or at its direction, or
- b) by any shareholder of the Corporation in accordance with the procedure set forth in this Article 8.

To be timely for consideration at the ordinary General Meeting of shareholders, a shareholder's application must be received by the Corporation at least [45] calendar days in advance of the meeting. The application must be made in writing and contain, for each of the agenda items, the following information:

- a) a brief description of the business desired to be brought before the Ordinary General Meeting of shareholders and the reasons for conducting such business at the Ordinary General Meeting of shareholders;

Universal meeting of all shareholders

Agenda

b) der Name und die Adresse des traktandierenden Aktionärs, wie sie im Aktienbuch registriert sind; und
 c) sämtliche weiteren Informationen, welche unter den anwendbaren Gesetzes- und Kotierungsbestimmungen verlangt werden.

b) the name and address, as they appear in the share register, of the shareholder proposing such business; and
 c) all other information required under the applicable laws and stock exchange rules.

Art. 9

Art. 9

Vorsitz

Die Generalversammlung steht unter der Leitung des Präsidenten des Verwaltungsrates oder, wenn er verhindert ist, eines andern vom Verwaltungsrat bezeichneten Mitgliedes.

The General Meeting of shareholders shall be chaired by the Chairman of the Board of Directors, or, in the event of his/her incapacity, by another Board Member designated by the Board.

Chair

Protokollführer, Stimmzähler

Der Vorsitzende bezeichnet den Protokollführer und die nötigen Stimmzähler, welche nicht Aktionäre zu sein brauchen.

The Chairman shall appoint a secretary to take the minutes and any necessary scrutineers, who need not be shareholders.

Secretary, scrutineers

Protokoll

Über die Verhandlungen wird ein Protokoll geführt, das vom Vorsitzenden und vom Protokollführer zu unterzeichnen ist.

The proceedings shall be recorded in the minutes, which shall be signed by the Chairman and the secretary.

Minutes

Art. 10

Art. 10

Stimmrecht

Jede Aktie verfügt, unabhängig von ihrem Nennwert, über eine Stimme. Die Rechte an den Aktien sind unteilbar. Das Stimmrecht und die übrigen Mitgliedschaftsrechte können nur von den im Aktienbuch eingetragenen Aktionären, Nutzniessern oder Nominees geltend gemacht werden. Vorbehalten bleiben die gesetzliche Vertretung sowie nach Massgabe der Statuten die rechtsgeschäftliche Stellvertretung. Stimmberechtigt in der Generalversammlung sind diejenigen Aktionäre, Nutzniesser und Nominees, die an dem vom Verwaltungsrat bezeichneten Stichtag im Aktienbuch eingetragen sind.

Each share entitles to one vote, regardless of its nominal value. The shares are not divisible. The right to vote and the other member rights may only be exercised by shareholders, beneficiaries or nominees who are registered in the share register. Reserved are the legal representation and power of attorneys in accordance with the provision of these Articles of Association. Those entitled to vote in the General Meeting of shareholders are the shareholders, beneficiaries and nominees who are entered in the share register at such cut-off date as shall be determined by the Board of Directors.

Voting rights

Stellvertretung

Jeder Aktionär kann seine Aktien an der Generalversammlung durch den unabhängigen Stimmrechtsvertreter, durch einen anderen Aktionär oder eine Drittperson mittels schriftlicher Vollmacht oder durch seinen gesetzlichen Vertreter vertreten lassen. Über die Anerkennung der Vollmacht entscheidet der Vorsitzende.

Any shareholder may appoint the independent proxy, another registered shareholder or third person with written authorization or his legal representative to act as proxy to represent his shares at the General Meeting of shareholders. The Chairman decides whether to recognize the power of attorney.

Representation

<i>Unabhängiger Stimmrechtsvertreter</i>	Der unabhängige Stimmrechtsvertreter wird von der Generalversammlung für eine Amtsdauer bis zum Abschluss der nächsten ordentlichen Generalversammlung gewählt und kann wiedergewählt werden. Hat die Gesellschaft keinen unabhängigen Stimmrechtsvertreter, bezeichnet der Verwaltungsrat den unabhängigen Stimmrechtsvertreter für die nächste Generalversammlung.	The independent proxy shall be elected for a term of office until completion of the next ordinary General Meeting of shareholders by the General Meeting of shareholders and shall be eligible for re-election. If the Corporation does not have an independent proxy the Board of Directors shall appoint the independent proxy for the next General Meeting of shareholders.	<i>Independent proxy</i>
<i>Bestimmungen</i>	Der Verwaltungsrat erlässt die Bestimmungen betreffend Ausweis über Aktienbesitz, Vollmachten und Stimminstruktionen sowie die Ausgabe von Stimmkarten.	The Board of Directors shall issue the regulations on the method of proving shareholder status, on proxies and voting instructions, and on the issue of voting cards.	<i>Regulations</i>
<i>Beschlüsse, Wahlen</i>	Art. 11 Die Generalversammlung fasst ihre Beschlüsse und vollzieht ihre Wahlen mit der absoluten Mehrheit der vertretenen Aktienstimmen, soweit das Gesetz nicht zwingend etwas anderes bestimmt.	Art. 11 Resolutions and elections made by the General Meeting of shareholders shall require the absolute majority of the share votes represented, unless otherwise stipulated by law.	<i>Resolutions, elections</i>
<i>Spezialquorum</i>	Ein Beschluss der Generalversammlung, der mindestens zwei Drittel der vertretenen Stimmen und die absolute Mehrheit der Aktienennwerte der vertretenen Stimmen auf sich vereinigt, ist erforderlich für: a) die Änderung des Gesellschaftszwecks, b) Einführung oder Aufhebung von Vorzugsaktien oder die Änderung von Vorzugsrechten solcher Aktien, c) die Aufhebung oder Änderung der Beschränkungen der Übertragbarkeit von Namenaktien, d) eine genehmigte oder bedingte Kapitalerhöhung, e) die Kapitalerhöhung aus Eigenkapital, gegen Sacheinlage oder zwecks Sachübernahme und die Gewährung von besonderen Vorteilen, f) die Einschränkung oder Aufhebung des Bezugsrechtes, g) die Verlegung des Sitzes der Gesellschaft, h) die Auflösung der Gesellschaft mit oder ohne Liquidation.	A resolution of the General Meeting of the shareholders passed by at least two thirds of the share present or represented, and the absolute majority of the nominal value of the share present or represented is required for: a) amending the Corporation's purpose, b) creating or cancelling shares with preference rights or amending rights attached to such shares, c) cancelling or amending the transfer restrictions of registered shares, d) creating authorized or conditional share capital, e) increasing the share capital out of equity, against contributions in kind or for the purpose of acquiring specific assets and granting specific benefits, f) limiting or suppressing shareholder's pre-emptive rights, g) changing of the Company's domicile, h) dissolving or liquidating the Company.	<i>Special quorum</i>

<i>Abstimmung</i>	<p>Abstimmungen und Wahlen erfolgen offen durch Handerheben, wenn der Vorsitzende nichts anderes anordnet. Der Vorsitzende kann bestimmen, dass Abstimmungen oder Wahlen elektronisch oder schriftlich durchgeführt werden.</p> <p>Bei schriftlichen Abstimmungen und Wahlen kann der Vorsitzende anordnen, dass zur Beschleunigung der Stimmenauszählung nur die Stimmzettel derjenigen Aktionäre eingesammelt werden, die sich der Stimme enthalten oder eine Nein-Stimme abgeben wollen, und dass alle übrigen im Zeitpunkt der Abstimmung in der Generalversammlung vertretenen Aktien als Ja-Stimmen gewertet werden.</p>	<p>Voting and elections shall be by show of hands unless otherwise ordered by the Chairman. The Chairman may decide that voting or elections shall be conducted electronically or by written ballots.</p> <p>In the case of written ballots, the Chairman may rule that only the ballots of those shareholders shall be collected who choose to abstain or to cast a negative vote, and that all other shares represented at the General Meeting at the time of vote shall be counted in favor, in order to expedite the counting of votes.</p>	<i>Voting</i>
<i>Stimmen-gleichheit</i>	<p>Bei Stimmengleichheit entscheidet die Stimme des Vorsitzenden.</p>	<p>In the event of an equality of votes, the Chairman shall have the casting vote.</p>	<i>Equality of votes</i>
<i>Befugnisse</i>	<p>Art. 12</p> <p>Der Generalversammlung stehen folgende unübertragbare Befugnisse zu:</p> <ol style="list-style-type: none"> Festsetzung und Änderung der Statuten, Wahl der Mitglieder des Verwaltungsrates, des Präsidenten des Verwaltungsrats, der Mitglieder des Vergütungsausschusses und der Revisionsstelle, Genehmigung des Jahresberichtes, der Jahresrechnung und der Konzernrechnung sowie Beschlussfassung über die Verwendung des Bilanzgewinnes, insbesondere die Festsetzung der Dividenden, Genehmigung der Vergütung des Verwaltungsrats und der Geschäftsleitung gemäss Artikel 22 dieser Statuten, Entlastung der Mitglieder des Verwaltungsrates und der Geschäftsleitung, Auflösung der Gesellschaft mit oder ohne Liquidation, Beschlussfassung über die Gegenstände, die der Generalversammlung durch das Gesetz oder die Statuten vorbehalten sind oder ihr durch den Verwaltungsrat vorgelegt werden. 	<p>Art. 12</p> <p>The General Meeting of shareholders shall have the following powers which shall not be delegated:</p> <ol style="list-style-type: none"> issuing and amending the Articles of Association, electing the Members of the Board of Directors, the Chairman of the Board of Directors, the members of the Compensation Committee, the auditors and the independent proxy, approving the annual report, the annual financial statements and the consolidated financial statements, and deciding on the allocation of profits as shown on the balance sheet, in particular with regard to dividends, approving the compensation of the Board of Directors and of the executive management pursuant to Article 22 of these Articles of Association, discharging the Members of the Board of Directors and of the executive management, dissolving the Corporation with or without liquidation, deciding matters reserved to the General Meeting of shareholders by law or by these Articles of Association or which are presented to it by the Board of Directors. 	<i>Powers</i>

	ii) Verwaltungsrat	ii) Board of Directors	
	Art. 13	Art. 13	
<i>Mitgliederzahl</i>	Der Verwaltungsrat besteht aus mindestens drei, maximal neun Mitgliedern.	The Board of Directors shall consist of at least three and not exceed nine members.	<i>Number</i>
<i>Konstituierung</i>	Vorbehältlich der Wahl des Präsidenten des Verwaltungsrats und der Mitglieder des Vergütungsausschusses durch die Generalversammlung konstituiert sich der Verwaltungsrat selbst. Er bezeichnet den Sekretär, der dem Verwaltungsrat nicht angehören muss. Ist das Präsidium des Verwaltungsrats vakant, bezeichnet der Verwaltungsrat aus seiner Mitte einen Präsidenten für die verbleibende Amtsdauer.	Except for the election of the Chairman of the Board of Directors and the members of the Compensation Committee by the General Meeting of shareholders, the Board of Directors shall constitute itself. It shall appoint the secretary, who does not need to be a Board member. If the office of the Chairman of the Board of Directors is vacant, the Board of Directors shall appoint a new Chairman from among its members for the remaining term of office.	<i>Constitution</i>
<i>Reglement</i>	Der Verwaltungsrat erlässt ein Organisationsreglement.	The Board of Directors shall issue organizational rules.	<i>Regulations</i>
	Art. 14	Art. 14	
<i>Amtsdauer</i>	Die Mitglieder des Verwaltungsrats und der Präsident des Verwaltungsrats werden von der Generalversammlung jährlich für die Dauer bis zum Abschluss der nächsten ordentlichen Generalversammlung gewählt und sind wieder wählbar. Die Wahl erfolgt für jedes Mitglied einzeln. Wählbar sind nur Personen, die im Zeitpunkt der Wahl das fünfundsiebzigste Lebensjahr noch nicht vollendet haben. Die Generalversammlung kann in besonderen Fällen Ausnahmen von dieser Regelung vorsehen und ein Mitglied des Verwaltungsrats für eine oder mehrere Amtsperioden, höchstens aber insgesamt für zwei weitere Amtsjahre wählen. Ersatzwahlen erfolgen in der Regel an der nächsten ordentlichen Generalversammlung.	The Members of the Board of Directors and the Chairman of the Board of Directors shall be elected annually by the General Meeting of shareholders for a period until the completion of the next General Meeting of shareholders and shall be eligible for re-election. Each Member of the Board of Directors shall be elected individually. Only persons who have not completed their seventy-fifth year of age on the election date are eligible for election. The General Meeting of shareholders may, under special circumstances, grant an exception from this rule and may elect a Member of the Board of Directors for one or several terms of office provided that the total number of these additional terms of office does not exceed two. Elections to fill vacancies shall be generally held at the next ordinary General Meeting of shareholders.	<i>Term of office</i>

<p><i>Befugnisse</i></p>	<p>Art. 15</p> <p>Der Verwaltungsrat vertritt die Gesellschaft nach aussen und fasst diejenigen Beschlüsse, die nicht nach Gesetz, Statuten oder Reglement einem anderen Organ der Gesellschaft übertragen sind.</p>	<p>Art. 15</p> <p>The Board of Directors represents the Corporation externally and shall pass those resolutions which, according to law, these Articles of Association or regulations of the Corporation, are not covered by another executive body.</p>	<p><i>Powers</i></p>
<p><i>Unübertragbare Aufgaben</i></p>	<p>Er hat insbesondere folgende unübertragbare und unentziehbare Aufgaben:</p> <ul style="list-style-type: none"> a) Oberleitung der Gesellschaft und Erteilung der nötigen Weisungen, b) Festlegung der Organisation, c) Ausgestaltung des Rechnungswesens, der Finanzkontrolle sowie der Finanzplanung, d) Ernennung und Abberufung der mit der Geschäftsführung und der Vertretung betrauten Personen und Regelung der Zeichnungsberechtigung, e) Obergewalt über die mit der Geschäftsführung betrauten Personen, namentlich im Hinblick auf die Befolgung der Gesetze, Statuten, Reglemente und Weisungen, f) Erstellen des Geschäftsberichtes und des Vergütungsberichtes sowie Vorbereitung der Generalversammlung und Ausführung ihrer Beschlüsse, g) Benachrichtigung des Richters im Falle der Überschuldung. 	<p>The Board of Directors has the following non-delegable and inalienable duties:</p> <ul style="list-style-type: none"> a) the ultimate direction of the business of the Corporation and issuing of the relevant directives, b) laying down the organization of the Corporation, c) formulating accounting procedures, financial controls and financial planning, d) nominating and removing persons entrusted with the management and representation of the Corporation and regulating the power to sign for the Corporation, e) the ultimate supervision of those persons entrusted with management of the Corporation, with particular regard to adherence to law, these Articles of Association, and regulations and directives of the Corporation, f) issuing the annual report and the compensation report, and preparing for the General Meeting of shareholders and carrying out its resolutions, g) informing the court in case of indebtedness. 	<p><i>Exclusive powers</i></p>
<p><i>Delegation</i></p>	<p>Der Verwaltungsrat kann, unter Vorbehalt der unübertragbaren Aufgaben, einen Teil seiner Befugnisse, vor allem die unmittelbare Geschäftsführung, an einzelne oder mehrere seiner Mitglieder (Delegierte, Ausschüsse) oder an Dritte, die nicht Mitglieder des Verwaltungsrats oder Aktionäre sein müssen, übertragen. Die Einzelheiten der Delegation werden im Organisationsreglement geregelt.</p>	<p>The Board of Directors may, while retaining its exclusive powers, delegate some of its powers, in particular direct management, to a single or to several of its members (managing directors, committees) or to third parties, who need be neither Members of the Board of Directors nor shareholders. Details of the delegation shall be determined in the organizational rules.</p>	<p><i>Delegation</i></p>

	Art. 16	Art. 16	
<i>Einberufung</i>	Der Verwaltungsrat versammelt sich auf Einladung seines Präsidenten, so oft die Geschäfte es erfordern, oder auf Verlangen eines seiner Mitglieder.	The Board of Directors shall meet at the Chairman's invitation whenever business so requires or if requested by one of its members.	<i>Calling of Board Meetings</i>
<i>Vorsitz</i>	Den Vorsitz des Verwaltungsrates führt der Präsident oder, wenn er verhindert ist, der Vizepräsident oder ein anderes Mitglied.	The Board of Directors shall be chaired by the Chairman or, in the event of his/her incapacity, by the Vice Chairman or another Member of the Board of Directors.	<i>Chair</i>
<i>Beschluss-fähigkeit und Beschluss-fassung</i>	Beschlussfähigkeit (Präsenz) und Beschlussfassung des Verwaltungsrats richten sich nach dem Organisationsreglement. Bei Stimmengleichheit entscheidet die Stimme des Vorsitzenden.	The number of members who must be present to constitute a quorum and the modalities for the passing of resolutions by the Board of Directors shall be laid down in the organizational rules. In the event of an equality of votes, the chairman of the meeting shall have the casting vote.	<i>Quorum</i>
<i>Zirkulations-beschluss</i>	Beschlüsse können auf dem Zirkularweg schriftlich oder per Telefax oder E-Mail gefasst werden, wenn kein Mitglied mündliche Beratung verlangt. Zirkulationsbeschlüsse bedürfen der Zustimmung der absoluten Mehrheit der Mitglieder des Verwaltungsrats.	Board resolutions may be passed by circular, i.e. in writing or by facsimile or email, unless a member requests oral debate. Resolutions passed by circular require the agreement of the absolute majority of the Members of the Board of Directors.	<i>Circulatory resolutions</i>
<i>Protokoll</i>	Über Verhandlungen, Beschlüsse und Wahlen des Verwaltungsrats ist ein Protokoll zu führen, das vom Vorsitzenden und vom Sekretär zu unterzeichnen ist.	Proceedings, resolutions and elections at Board Meetings shall be recorded in the minutes, which shall be signed by the chairman of the meeting and the secretary.	<i>Minutes</i>

Schadlos-haltung, Versicherungsleistungen

Art. 17

Soweit gesetzlich zulässig, hält die Gesellschaft aktuelle und ehemalige Mitglieder des Verwaltungsrats und der Geschäftsleitung sowie deren Erben, Konkurs- oder Nachlassmassen aus Gesellschaftsmitteln für Schäden, Verluste und Kosten aus drohenden, hängigen oder abgeschlossenen Klagen, Verfahren oder Untersuchungen zivil-, straf-, verwaltungsrechtlicher oder anderer Natur (beispielsweise und nicht ausschliesslich Verantwortlichkeiten gestützt auf Vertragsrecht, Haftpflichtrecht und anderes anwendbares ausländisches Recht und alle angemessenen Anwalts-, Prozess- und anderen Kosten und Auslagen) schadlos, welche ihnen oder ihren Erben, Konkurs- oder Nachlassmassen entstehen oder entstehen können aufgrund a) von tatsächlichen oder behaupteten Handlungen, Zustimmungen oder Unterlassungen im Zusammenhang mit der Ausübung ihrer Pflichten oder behaupteten Pflichten; b) ihrer Tätigkeit als Mitglied des Verwaltungsrats oder der Geschäftsleitung; oder c) ihrer Tätigkeit im Auftrag der Gesellschaft als Mitglied des Verwaltungsrats oder der Geschäftsleitung, Arbeitnehmer oder Agent einer anderen Kapitalgesellschaft, Personengesellschaft, eines Trusts oder anderer Gesellschaftsformen. Diese Pflicht zur Schadloshaltung besteht nicht, soweit in einem endgültigen und rechtskräftigen Entscheid eines zuständigen Gerichts, Schiedsgerichts oder einer zuständigen Verwaltungsbehörde entschieden worden ist, dass eine der genannten Personen ihre Pflichten als Mitglied des Verwaltungsrats oder der Geschäftsleitung absichtlich oder grobfahrlässig verletzt hat. Ohne den vorstehenden Absatz einzuschränken, schießt die Gesellschaft aktuellen und ehemaligen Mitgliedern des Verwaltungsrates und der Geschäftsleitung die Gerichts- und Anwaltskosten vor, die im Zusammenhang mit zivil-, straf- oder verwaltungsrechtlichen Verfahren oder im Zusammenhang mit Untersuchungen, wie im vorstehenden Absatz beschrieben, anfallen. Die Gesellschaft kann solche Kostenvorschüsse ablehnen oder zurückfordern, sofern ein zuständiges Gericht oder eine zuständige Verwaltungsbehörde rechtskräftig feststellt, dass das entsprechende Mitglied des Verwaltungsrats oder der Geschäftsleitung eine vorsätzliche oder grobfahrlässige Verletzung seiner Pflichten als Mitglied des Verwaltungsrats oder der Geschäftsleitung begangen hat. Die Gesellschaft kann Haftpflichtversicherungen für die Mitglieder des Verwaltungsrates oder der Geschäftsleitung abschliessen. Die Bezahlung der Versicherungsprämien wird von der Gesellschaft oder ihren Tochtergesellschaften übernommen.

Art. 17

The Corporation shall indemnify and hold harmless, to the fullest extent permitted by law, the current and former Members of the Board of Directors, the executive management, and their heirs, executors and administrators out of the assets of the Corporation from against all damages, losses, liabilities and expenses in connection with threatened, pending or completed actions, proceedings or investigations, whether civil, criminal, administrative or other (including, but not limited to, liabilities under contract, tort and statute or any applicable foreign law or regulation and all reasonable legal and other costs and expenses properly payable) which they or any of them, their heirs, executors or administrators, shall or may incur or sustain by or reason of a) any act done or alleged to be done, concurred or alleged to be concurred in or omitted or alleged to be omitted in or about the execution of their duty, or alleged duty; or b) serving as a Member of the Board of Directors or member of the executive management of the Corporation; or c) serving at the request of the Corporation as director, officer, or employee or agent of another corporation, partnership, trust or other enterprise. This indemnity shall not extend to any matter in which any of the said persons is found, in a final judgment or decree of a court, arbitral tribunal or governmental or administrative authority of competent jurisdiction not subject to appeal, to have committed an intentional or grossly negligent breach of said person's duties as Member of the Board of Directors or member of the executive management. Without limiting the foregoing, the Corporation shall advance to existing and former Members of the Board of Directors and executive management court costs and attorney fees in connection with civil, criminal, administrative or investigative proceedings as described in the preceding paragraph. The Corporation may reject and/or recover such advanced costs if a court or governmental or administrative authority of competent jurisdiction not subject to appeal holds that the Member of the Board of Directors or member of the executive management in question has committed an intentional or grossly negligent breach of his statutory duties as a Member of the Board of Directors or member of the executive management. The Corporation may procure directors' and officers' liability insurance for Members of the Board of Directors and members of the executive management of the Corporation. The insurance premiums shall be charged to and paid by the Corporation or its subsidiaries.

Indemnification, insurance coverage

	iii) Vergütungsausschuss	iii) Compensation Committee	
	Art. 18	Art. 18	
<i>Mitgliederzahl</i>	Der Vergütungsausschuss besteht aus mindestens zwei und höchstens drei Mitgliedern des Verwaltungsrats.	The Compensation Committee shall consist of at least two and not more than three members of the Board of Directors.	<i>Composition</i>
<i>Konstituierung</i>	Der Verwaltungsrat bezeichnet einen Vorsitzenden.	The Board of Directors shall appoint a chairman.	<i>Constitution</i>
<i>Amtsdauer</i>	Die Mitglieder des Vergütungsausschusses werden von der Generalversammlung jährlich für die Dauer bis zum Abschluss der nächsten ordentlichen Generalversammlung gewählt und sind wieder wählbar. Die Wahl erfolgt für jedes Mitglied des Vergütungsausschusses einzeln. Bei Vakanz im Vergütungsausschuss, die zu einer Unterschreitung der Mindestanzahl von zwei Mitgliedern führen, bezeichnet der Verwaltungsrat fehlende Mitglieder aus seiner Mitte für die verbleibende Amtsdauer.	The members of the Compensation Committee shall be elected by the General Meeting of shareholders annually for a period until completion of the next ordinary General Meeting of shareholders and shall be eligible for re-election. Each Member of the Compensation Committee shall be elected individually. If there are vacancies on the Compensation Committee and the number of members falls below the minimum of two, the Board of Directors shall appoint the missing members from among its members for the remaining term of office.	<i>Term of office</i>
	Art. 19	Art. 19	
<i>Befugnisse</i>	Der Vergütungsausschuss unterstützt den Verwaltungsrat bei der Festsetzung und Überprüfung der Vergütungsstrategie der Gesellschaft und der Leistungsziele und bei der Vorbereitung der Anträge zuhanden der Generalversammlung betreffend die Vergütung des Verwaltungsrats und der Geschäftsleitung, und kann dem Verwaltungsrat Vorschläge zu weiteren Vergütungsfragen unterbreiten. Der Verwaltungsrat kann dem Vergütungsausschuss weitere Aufgaben und Befugnisse zuweisen.	The Compensation Committee shall support the Board of Directors in establishing and reviewing the Corporation's compensation strategy and in preparing the proposals to the General Meeting of shareholders regarding compensation of the Members of the Board of Directors and the members of the executive management, and may submit proposals to the Board of Directors in other compensation-related issues. The Board of Directors may delegate further tasks and powers to the Compensation Committee.	<i>Powers</i>

Regelung der Leistungsziele, Zielwerte und Vergütungen

Der Verwaltungsrat kann in einem Reglement festlegen, für welche Funktionen des Verwaltungsrats und der Geschäftsleitung der Vergütungsausschuss, gemeinsam mit dem Präsidenten des Verwaltungsrats oder alleine, Vorschläge für die Leistungsziele, Zielwerte und Vergütungen der Mitglieder des Verwaltungsrats und der Geschäftsleitung unterbreitet, und für welche Funktionen er im Rahmen dieser Statuten und der vom Verwaltungsrat erlassenen Vergütungsrichtlinien die Leistungsziele, Zielwerte und Vergütungen festsetzt.

iv) Revisionsstelle

Art. 20

Zusammensetzung, Amtsdauer

Die Generalversammlung wählt jedes Jahr die Revisionsstelle im Sinne von Art. 727 ff. OR. Die Revisionsstelle muss von der Gesellschaft unabhängig sein und die vom Gesetz geforderten besonderen fachlichen Voraussetzungen erfüllen.

Befugnisse

Die Revisionsstelle prüft die Jahresrechnung der Gesellschaft, die Konzernrechnung sowie den Vergütungsbericht, und erstattet dem Verwaltungsrat und der Generalversammlung schriftlich Bericht. Sie hat die im Gesetz festgehaltenen Befugnisse und Pflichten.

The Board of Directors may determine in a charter for which positions of the Board of Directors and of the executive management the Compensation Committee shall, together with the Chairman of the Board of Directors or on its own, submit proposals for the performance metrics, target levels and compensation of Members of the Board of Directors and members of the executive management, and for which positions it shall determine, in accordance with these Articles of Association and the compensation guidelines established by the Board of Directors, the performance metrics, target levels and compensation.

iv) Auditors

Art. 20

The ordinary General Meeting of shareholders shall each year appoint the auditors as defined in Art. 727 et seq. Swiss Code of Obligations. The auditors shall be independent from the Corporation and meet the special professional standards required by law.

The auditors shall audit the annual financial statements of the Corporation, the consolidated financial statements and the compensation report, and prepare a written report to the Board of Directors and to the General Meeting of shareholders. It disposes of the duties and entitlements laid down in the law.

Determination of performance targets, target levels and compensation

Composition, term of office

Powers

IV Vergütung des Verwaltungsrats und der Geschäftsleitung

Art. 21

Genehmigung der Vergütung

Die Generalversammlung genehmigt jährlich die Anträge des Verwaltungsrats in Bezug auf:

- a) den maximalen Gesamtbetrag der Vergütung des Verwaltungsrats für die folgende Amtsperiode,
- b) den maximalen Gesamtbetrag der Vergütung der Geschäftsleitung für das folgende Geschäftsjahr.

Der Verwaltungsrat kann der Generalversammlung abweichende und zusätzliche Anträge in Bezug auf die gleichen oder andere Zeitperioden zur Genehmigung vorlegen.

Weiteres Verfahren im Falle eines ablehnenden Aktionärsentscheids

Lehnt die Generalversammlung einen Antrag des Verwaltungsrats ab, setzt der Verwaltungsrat den entsprechenden (maximalen) Gesamtbetrag oder (maximale) Teilbeträge unter Berücksichtigung aller relevanten Faktoren fest, und unterbreitet den oder die so festgesetzten Beträge derselben Generalversammlung, einer nachfolgenden ausserordentlichen Generalversammlung oder der nächsten ordentlichen Generalversammlung zur Genehmigung.

Ausrichtung von Vergütung vor Genehmigung

Die Gesellschaft oder von ihr kontrollierte Gesellschaften können Vergütungen vor der Genehmigung durch die Generalversammlung unter Vorbehalt der nachträglichen Genehmigung durch die Generalversammlung ausrichten.

Zusatzbetrag bei Wechseln in der Geschäftsleitung

Die Gesellschaft oder von ihr kontrollierte Gesellschaften sind ermächtigt, jedem Mitglied, das während einer von der Generalversammlung bereits genehmigten Vergütungsperiode in die Geschäftsleitung eintritt, während der Dauer der bereits genehmigten Vergütungsperiode(n) einen Zusatzbetrag auszurichten. Der Zusatzbetrag darf 40% der zuletzt von der Generalversammlung genehmigten Gesamtbeträge der fixen und variablen Vergütungen der Geschäftsleitung je Vergütungsperiode nicht übersteigen.

IV Compensation of the Board of Directors and the Executive Management

Art. 21

The General Meeting of shareholders shall approve annually the proposals of the Board of Directors in relation to:

- a) the maximum aggregate amount of compensation of the Board of Directors for the following term of office;
- b) the maximum aggregate amount of compensation of the executive management for the following financial year.

The Board of Directors may submit for approval by the General Meeting of shareholders deviating or additional proposals relating to the same or different periods.

Approval of compensation

Further procedure in the event of a negative shareholder vote

In the event the General Meeting of shareholders does not approve a proposal of the Board of Directors, the Board of Directors shall determine, taking into account all relevant factors, the respective (maximum) aggregate amount or partial (maximum) amounts, and submit the amount(s) so determined for approval by the same General Meeting of shareholders, a subsequent extraordinary General Meeting or the next ordinary General Meeting of shareholders.

The Corporation or any company controlled by it may pay out compensation prior to approval by the General Meeting of shareholders subject to subsequent approval by the General Meeting of shareholders.

Payment of compensation prior to approval

The Corporation or any company controlled by it shall be authorized to pay to any executive who becomes a member during a compensation period for which the General Meeting of shareholders has already approved the compensation of the executive management a supplementary amount during the compensation period(s) already approved. The supplementary amount shall not exceed 40% of the aggregate amounts of fixed and variable compensation of the executive management last approved by the General Meeting of shareholders per compensation period.

Supplementary amount for changes to the executive management

<p><i>Allgemeine Vergütungsgrundsätze</i></p>	<p>Art. 22</p> <p>Zusätzlich zu einer fixen Vergütung kann den Mitgliedern des Verwaltungsrats und der Geschäftsleitung eine variable Vergütung, die sich nach der Erreichung bestimmter Leistungsziele richtet, ausgerichtet werden.</p>	<p>Art. 22</p> <p>In addition to a fixed compensation, Members of the Board of Directors and members of the executive management may be paid a variable compensation, depending on the achievement of certain performance criteria.</p>	<p><i>General compensation principles</i></p>
<p><i>Leistungsziele</i></p>	<p>Die Leistungsziele können persönliche Ziele, Ziele der Gesellschaft oder bereichsspezifische Ziele und im Vergleich zum Markt, anderen Unternehmen oder vergleichbaren Richtgrößen berechnete Ziele umfassen, unter Berücksichtigung von Funktion und Verantwortungsstufe des Empfängers der variablen Vergütung. Der Verwaltungsrat oder, soweit an ihn delegiert, der Vergütungsausschuss legen die Gewichtung der Leistungsziele und die jeweiligen Zielwerte fest.</p>	<p>The performance criteria may include individual targets, targets of the Corporation or parts thereof and targets in relation to the market, other companies or comparable benchmarks, taking into account position and level of responsibility of the recipient of the variable compensation. The Board of Directors or, where delegated to it, the Compensation Committee shall determine the relative weight of the performance criteria and the respective target values.</p>	<p><i>Performance targets</i></p>
<p><i>Arten der Vergütung</i></p>	<p>Die Vergütung kann in Form von Geld, Aktien, Finanzinstrumenten oder Sach- oder Dienstleistungen ausgerichtet werden. Der Verwaltungsrat oder, soweit an ihn delegiert, der Vergütungsausschuss legen Zuteilungs-, Ausübungs- und Verfallsbedingungen sowie Wartefristen fest. Sie können vorsehen, dass aufgrund des Eintritts im Voraus bestimmter Ereignisse wie einem Kontrollwechsel oder der Beendigung eines Arbeits- oder Mandatsverhältnisses Wartefristen oder Ausübungsbedingungen weitergelten, verkürzt oder aufgehoben werden, Vergütungen unter Annahme der Erreichung der Zielwerte ausgerichtet werden oder Vergütungen verfallen.</p>	<p>Compensation may be paid or granted in the form of cash, shares, financial instruments, in kind, or in the form of other types of benefits. The Board of Directors or, where delegated to it, the Compensation Committee shall determine grant, vesting, exercise and forfeiture conditions; they may provide for continuation, acceleration or removal of vesting and exercise conditions, for payment or grant of compensation assuming target achievement or for forfeiture in the event of pre-determined events such as a change-of-control or termination of an employment or mandate agreement.</p>	<p><i>Types of compensation</i></p>

Zuteilung von Optionsrechten und anderen aktienbasierten Vergütungen

Der Verwaltungsrat oder der Vergütungsausschuss kann im Rahmen eines Aktienbeteiligungsprogramms sowie eines hierzu von ihm erlassenen Reglements über die Zuteilung von Optionsrechten oder andere aktienbasierte Vergütungen an Mitglieder des Verwaltungsrates und der Geschäftsleitung grundsätzlich nach freiem Ermessen entscheiden.

Zuteilungen erfolgen individuell und ohne irgendwelche Ansprüche der Empfänger auf wiederkehrende Leistung zu begründen. Sie haben im Rahmen folgender Vorgaben zu erfolgen:

- a) Zuteilungen sind ausschliesslich möglich an Mitglieder des Verwaltungsrates, welche noch im Amt sind, oder an Mitglieder der Geschäftsleitung in ungekündigtem Arbeitsverhältnis und nach Ablauf der Probezeit,
- b) der Ausgabepreis oder die Regeln zu seiner Bestimmung werden festgelegt, wobei Zuteilungen auch gratis erfolgen können,
- c) der Ausübungspreis entspricht mindestens dem Nennwert der zugrundeliegenden Aktien,
- d) die Wartefrist für die Ausübung von Optionsrechten beläuft sich auf mindestens zwölf Monate,
- e) nach Ablauf der Wartefrist können Optionsrechte bis längstens 10 Jahre ab Zuteilung ausgeübt werden; nicht ausgeübte Optionsrechte verfallen ersatzlos.

Der Verwaltungsrat oder der Vergütungsausschuss bestimmt die Bedingungen und Voraussetzungen, einschliesslich einer allfälligen Beschleunigung, Verkürzung oder Aufhebung der Sperrfrist im Fall bestimmter Ereignisse wie einem Kontrollwechsel sowie allfällige Rückforderungsmechanismen.

Ausrichtung

Die Vergütung kann durch die Gesellschaft oder durch von ihr kontrollierte Gesellschaften ausgerichtet werden.

The Board of Directors or the Compensation Committee may under an equity incentive plan and based on the regulations issued by it for this purpose determine at its own discretion to grant option rights or other share based compensations to Members of the Board of Directors or members of the executive management.

Grants are made individually and do not constitute any claim whatsoever by beneficiaries for recurring awards. They shall be made pursuant to the following principles:

- a) grants are awarded only to Members of the Board of Directors whose term has not expired or to members of the executive management in a non-terminated employment agreement and after conclusion of the probation period;
- b) the issue price or the principles for the determination of the issue price shall be set out, whereby grants may be made free of charge;
- c) the exercise price shall at least be equal to the nominal value of the underlying shares;
- d) exercise shall be subject to a vesting period of at least twelve months;
- e) vested option rights shall be exercised within a maximum of ten years after the grant date; unexercised option rights shall lapse without compensation.

The Board of Directors or the Compensation Committee shall determine more detailed terms and requirements, including any acceleration, curtailing or waiving of the vesting period in specific circumstances such as a change of control, as well as any claw-back provisions.

Grant of option rights and other share based compensation

Compensation may be paid by the Corporation or companies controlled by it.

Payment

V Verträge mit Mitgliedern des Verwaltungsrats und der Geschäftsleitung

Art. 23

Verträge mit Mitgliedern des Verwaltungsrats

Die Gesellschaft oder von ihr kontrollierte Gesellschaften können mit Mitgliedern des Verwaltungsrats unbefristete oder befristete Verträge über deren Vergütung abschliessen. Die Dauer und Beendigung richten sich nach Amtsdauer und Gesetz.

Verträge mit Mitgliedern der Geschäftsleitung

Die Gesellschaft oder von ihr kontrollierte Gesellschaften können mit Mitgliedern der Geschäftsleitung unbefristete oder befristete Arbeitsverträge abschliessen. Befristete Arbeitsverträge haben eine Höchstdauer von einem Jahr. Eine Erneuerung ist zulässig. Unbefristete Arbeitsverträge haben eine Kündigungsfrist von maximal zwölf Monaten.

Beendigung

Mitglieder der Geschäftsleitung, die einer Kündigungsfrist unterliegen, können von ihrer Arbeitspflicht befreit werden. Die Gesellschaft oder von ihr kontrollierte Gesellschaften können Aufhebungsvereinbarungen abschliessen.

Konkurrenzverbote

Die Gesellschaft oder von ihr kontrollierte Gesellschaften können Konkurrenzverbote für die Zeit nach Beendigung eines Arbeitsvertrags für eine Dauer von bis zu einem Jahr vereinbaren. Ein solches Konkurrenzverbot wird grundsätzlich nicht abgegolten.

Art. 24

Darlehen, Kredite

Darlehen oder Kredite an ein Mitglied des Verwaltungsrates oder der Geschäftsleitung dürfen nur zu Marktbedingungen gewährt werden und zum Zeitpunkt ihrer Gewährung den Betrag der letzten dem betreffenden Mitglied ausgerichteten gesamten Jahresvergütung nicht übersteigen.

V Agreements with Members of the Board of Directors and the Executive Management

Art. 23

The Corporation or companies controlled by it may enter into agreements for a fixed term or for an indefinite term with members of the Board of Directors relating to their compensation. Duration and termination shall comply with the term of office and the law.

Agreements with Members of the Board of Directors

The Corporation or companies controlled by it may enter into employment agreements with members of the executive management for a fixed term or for an indefinite term. Employment agreements for a fixed term may have a maximum duration of 1 year. Renewal is possible. Employment agreements for an indefinite term may have a termination notice period of not more than 12 months.

Agreements with members of the executive management

Members of executive management who are subject to a termination notice may be released from their obligation of work. The Corporation or companies controlled by it may enter into termination agreements.

Termination

The Corporation or companies controlled by it may enter into non-compete agreements for the time after termination of the employment agreement for a duration of up to one year. Such non-compete agreement shall not be compensated in principle.

Non-compete agreements

Art. 24

Loans or credits to a Member of the Board of Directors or member of the executive management may only be granted at market conditions and may, at the time of grant, not exceed the respective member's most recent total annual compensation.

Loans , credits

VI Mandate ausserhalb der Gesellschaft

Art. 25

Höchstzahl an Mandaten

Kein Mitglied des Verwaltungsrats oder der Geschäftsleitung kann mehr als sechs zusätzliche Mandate in börsenkotierten Gesellschaften und zehn zusätzliche in nicht-kotierten Gesellschaften wahrnehmen.

Ausgenommene Mandate

Die folgenden Mandate fallen nicht unter diese Beschränkung:

- a) Mandate in Unternehmen, die durch die Gesellschaft kontrolliert werden oder die Gesellschaft kontrollieren;
- b) Mandate in Vereinen, gemeinnützigen Organisationen, Stiftungen, Trusts sowie Personalfürsorgestiftungen. Kein Mitglied des Verwaltungsrats oder der Geschäftsleitung kann mehr als zehn solche Mandate wahrnehmen.

VII Jahresrechnung und Gewinnverwendung

Art. 26

Geschäftsjahr

Das Geschäftsjahr beginnt mit dem 1. Januar und endet am 31. Dezember.

Art. 27

Jahresrechnung

Die Jahresrechnung, bestehend aus der Erfolgsrechnung, der Bilanz und dem Anhang, sowie die Konzernrechnung werden nach den gesetzlichen Vorschriften und nach allgemein anerkannten kaufmännischen und branchenüblichen Grundsätzen aufgestellt.

Art. 28

Gewinnverwendung

Über den ausgewiesenen Bilanzgewinn verfügt die Generalversammlung im Rahmen der gesetzlichen Vorschriften, insbesondere Art. 671 ff OR.

VI Mandates Outside the Corporation

Art. 25

No Member of the Board of Directors or of the executive management may hold more than six additional mandates in listed companies and ten additional mandates in non-listed companies.

Maximum number of mandates

The following mandates are not subject to these limitations:

Exempt mandates

- a) mandates in companies which are controlled by the Corporation or which control the Corporation;
- b) mandates in associations, charitable organizations, foundations, trusts and employee welfare foundations. No Member of the Board of Directors or of the executive management shall hold more than ten such mandates.

VII Annual Financial Statements and Profit Allocation

Art. 26

The financial year shall commence on 1 January and shall end on 31 December.

Financial year

Art. 27

The annual financial statements, consisting of income statement, balance sheet and the notes, as well as the consolidated financial statements, shall be prepared according to law and generally recognized commercial and accounting principles.

Annual financial statements

Art. 28

The allocation of the net profit disclosed shall fall to the General Meeting of shareholders within the limits of the statutory provisions, in particular Article 671 et seq. Swiss Code of Obligations.

Allocation of profits

VIII Auflösung, Liquidation

Art. 29

Auflösung, Liquidation, Fusion Die Generalversammlung kann jederzeit Auflösung und Liquidation oder Fusion mit einer anderen Gesellschaft nach den gesetzlichen Vorschriften beschliessen. Unter Vorbehalt abweichender Anordnung der Generalversammlung besorgt der Verwaltungsrat die Liquidation; er kann dabei Aktiven freihändig veräussern.

IX Bekanntmachungen

Art. 30

Publikations-organ Publikationsorgan für Bekanntmachungen der Gesellschaft ist das Schweiz. Handelsamtsblatt; der Verwaltungsrat kann weitere Publikationsorgane bezeichnen.

Im Falle von Abweichungen zwischen der deutschen und englischen Version dieser Statuten hat die deutsche Fassung Vorrang. Die englische Version ist eine Übersetzung der deutschen Fassung.

VIII Dissolution, Liquidation

Art. 29

The General Meeting of shareholders may at any time decide to dissolve and liquidate the Corporation or merge it with another company pursuant to the relevant statutory provisions. Unless otherwise ordered by the General Meeting of shareholders, the Board shall perform the liquidation, with power for the sale of assets on the open market.

Dissolution, liquidation, merger

IX Notices

Art. 30

The publishing medium for notices of the Corporation is the Swiss Official Gazette of Commerce (Schweizerisches Handelsamtsblatt); the Board of Directors may select additional publishing mediums.

Publishing medium

In the event of discrepancies between the German and English version of these Articles of Association, the German text shall prevail. The English version is a translation of the German text.

Genehmigt durch den Verwaltungsrat am 18. August 2014 / Approved by the Board of Directors on 18 August 2014

Beglaubigung

Die unterzeichnende Urkundsperson des Kantons Zug, Evelien Zemp, Rechtsanwältin, FRORIEP, Grafenastrasse 5, 6304 Zug, beglaubigt hiermit, dass die vorliegenden Statuten der Auris Medical Holding AG, mit Sitz in Zug, im vorliegenden Wortlaut an der heute stattgefundenen Verwaltungsratssitzung angenommen worden sind. Diese Statuten umfassen inklusive Beglaubigung -24- Seiten.

Zug, 18. August 2014

Die Urkundsperson:

Evelien Zemp

FRORIEP

To:
Auris Medical Holding AG
Bahnhofstrasse 21
6300 Zug
Switzerland
Zurich, December 8, 2014

Marco A. Rizzi | Partner
mrizzi@froriep.ch

Auris Medical Holding AG – Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as Swiss counsel to Auris Medical Holding AG (the "**Company**") in connection with the filing of a registration statement on Form S-8 registering under the United States Securities Act of 1933, as amended (the "**Securities Act**") 1,145,250 common shares of CHF 0.40 par value each of the Company (the "**Shares**"), dated December 8, 2014 (the "**S-8 Registration Statement**") regarding the Company's equity incentive plan (the "**Equity Incentive Plan**"), which was adopted by its board of directors on August 21, 2014. As such counsel, we have been requested to render an opinion as to certain matters of Swiss law.

1. Basis of Opinion

This opinion is confined to and given on the basis of the laws of Switzerland in force at the date hereof and as currently applied by the Swiss courts. In the absence of statutory or established case law, we base our opinion on our independent professional judgement.

This opinion is also confined to the matters stated herein and is not to be read as extending, by implication or otherwise, to any other matter.

For the purpose of giving this opinion, we have only examined the following documents (the "**Documents**"):

- (i) a pdf copy of the S-8 Registration Statement;

- (ii) a pdf copy of the original certified articles of incorporation of the Company in their version of August 18, 2014 (the "**Articles**");
- (iii) the original of a certified excerpt from the Commercial Register of the Canton of Zug dated December 3, 2014 relating to the Company (the "**Excerpt**");
- (iv) a pdf copy of the resolution of the Company's board of directors passed at the meeting held on August 21, 2014 regarding, among others, the adoption of the Company's Equity Incentive Plan (the "**Board Resolution**").

No documents have been reviewed by ourselves in connection with this opinion other than those listed above. Accordingly, our opinion is limited to the above Documents and their legal implications under Swiss law.

All terms used in this opinion in uppercase form shall have the meaning ascribed to them in the S-8 Registration Statement (and the Registration Statement, respectively, incorporated by reference in the S-8 Registration Statement), unless otherwise defined herein. In this opinion, Swiss legal concepts are expressed in English terms and not in their original language. These concepts may not be identical to the concepts described by the same English language terms as they exist under the laws of other jurisdictions.

2. Assumptions

In rendering the opinion below, we have assumed:

- a) the conformity to the Documents of all documents produced to us as copies, fax copies or via e-mail, and that the original was executed in the manner appearing on the copy of the draft;
- b) the genuineness and authenticity of the signatures on all copies of the original Documents thereof which we have examined, and the accuracy of all factual information contained in, or material statements given in connection with, the Documents;
- c) the Board Resolution has been duly resolved in a meeting duly convened and has not been rescinded or amended and is in full force and effect;
- d) the S-8 Registration Statement and the Equity Incentive Plan have been duly filed by the Company;
- e) the Articles and the Excerpt are unchanged and correct as of the date hereof and no changes have been made which should have been or should be reflected in the Articles or the Excerpt as of the date hereof;

- f) if and to the extent the Shares (as defined hereinafter) are to be issued out of the Conditional Share Capital (as defined hereinafter) such Shares are and will be (i) issued and (ii) fully paid up in cash in compliance with the laws of Switzerland.

3. Opinion

Based upon the foregoing and subject to the qualifications set out below, we are of the opinion that the Company's current conditional share capital for equity incentive plans under article 3b of the Articles (the "**Conditional Share Capital**") provides the Company with the authority to issue up to 1,500,000 registered shares with a par value of CHF 0.40 each without the requirement of further shareholder approval in connection with the Equity Incentive Plan. If and to the extent the Shares are issued out of the Conditional Share Capital of the Company, such Shares will, when issued, be validly issued and paid-up to their nominal value.

4. Qualifications

The above opinions are subject to the following qualifications:

- a) The lawyers of our firm are members of the Swiss bar and do not hold themselves to be experts in any laws other than the laws of Switzerland. Accordingly, we are opining herein as to Swiss law only and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction.
- b) This opinion is based on the current provisions of the laws of Switzerland and the regulations thereunder in effect on the date hereof and only as currently interpreted in Switzerland. Such laws and their interpretation are subject to change.
- c) When used in this opinion, the term "validly issued" means that the issuance of the Shares is valid between the Company and the participants in the Equity Incentive Plan.
- d) We express no opinion as to the accuracy or completeness of the information contained in the S-8 Registration Statement or the Registration Statement (or any document incorporated by reference in the S-8 Registration Statement).
- e) We express no opinion as to any commercial, calculating, auditing or other non-legal matters. Further, we express no opinion as to tax law.

* * *

We have rendered this opinion as of the date hereof and we assume no obligation to advise you of changes that may thereafter be brought to our attention.

We hereby consent to the filing of this opinion as an exhibit to the S-8 Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

This opinion shall be governed by and construed in accordance with the laws of Switzerland.

Sincerely yours,

/s/ Marco A. Rizzi

FRORIEP

Marco A. Rizzi

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Auris Medical Holding AG (formerly Auris Medical AG):

We consent to the incorporation by reference in this registration statement on Form S-8 of Auris Medical Holding AG of our report dated March 18, 2014, with respect to the consolidated statements of financial position of Auris Medical AG and subsidiaries as of December 31, 2013, 2012 and January 1, 2012, and the related consolidated statements of profit or loss and other comprehensive income, changes in equity and cash flows, for each of the years in the two-year period ended December 31, 2013, which report appears in the Form F-1 of Auris Medical Holding AG, and to the reference to our firm under the heading "Experts".

KPMG AG

/s/ Martin Rohrbach
Martin Rohrbach

/s/ Charles Errico
Charles Errico

Zurich, Switzerland
December 08, 2014

Auris Medical Holding AG

Equity Incentive Plan

Adopted August 21, 2014

SECTION 1. Purpose. The purpose of the Auris Medical Holding AG Long Term Incentive Plan (the “**Plan**”) is to motivate and reward those employees and other individuals who are expected to contribute significantly to the success of Auris Medical Holding AG (together with its subsidiaries, the “**Company**”) to perform at the highest level and to further the best interests of the Company and its shareholders.

SECTION 2. Definitions. As used in the Plan, the following terms shall have the meanings set forth below:

- (a) “**Affiliate**” means (i) any entity that, directly or indirectly, is controlled by the Company and (ii) any entity in which the Company, directly or indirectly, has a significant equity interest, in each case as determined by the Committee.
 - (b) “**Award**” means any Option, SAR, Restricted Stock, RSU, Performance Award or Other Stock-Based Award granted under the Plan.
 - (c) “**Award Agreement**” means any agreement, contract or other instrument or document evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.
 - (d) “**Beneficial Owner**” has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.
 - (e) “**Beneficiary**” means a person entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of the Participant’s death. If no such person is named by a Participant, or if no Beneficiary designated by such Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at the Participant’s death, such Participant’s Beneficiary shall be such Participant’s estate.
 - (f) “**Board**” means the board of directors of the Company.
 - (g) “**Cause**” means, with respect to any Participant, “**cause**” as defined in such Participant’s Employment Agreement respectively in the applicable employment law (in the case of Switzerland Article 337 CO), if any, or if not so defined, except as otherwise provided in such Participant’s Award Agreement, such Participant’s:
 - (i) having engaged in material misconduct in providing services to the Company or its Affiliates;
-

(ii) having engaged in conduct that he or she knew or reasonably should have known would be materially injurious to the Company or its Affiliates;

(iii) having committed (x) a felony or (y) any other criminal offense involving moral turpitude, fraud or, in the course of the performance of the Participant's service to the Company, material dishonesty; or

(iv) the commission of an act of fraud, embezzlement or misappropriation, in each case, against the Company or any Affiliate.

(h) **"Change of Control"** means the occurrence of any one or more of the following events:

(i) any Person, other than an employee benefit plan or trust maintained by the Company, becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's outstanding securities entitled to vote generally in the election of directors; or

(ii) the consummation of (A) a merger or consolidation of the Company or any of its subsidiaries with any other corporation or entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity or, if applicable, the ultimate parent thereof) at least 50% of the combined voting power and total fair market value of the securities of the Company or such surviving entity or parent outstanding immediately after such merger or consolidation, or (B) any sale, lease, exchange or other transfer to any Person of assets of the Company and/or any of its subsidiaries, in one transaction or a series of related transactions, having an aggregate fair market value of more than 50% of the fair market value of the Company and its subsidiaries (the **"Company Value"**) immediately prior to such transaction(s), but only to the extent that, in connection with such transaction(s) or within a reasonable period thereafter, the Company's stockholders receive distributions of cash and/or assets having a fair market value that is greater than 50% of the Company Value immediately prior to such transaction(s).

(i) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(j) **"Committee"** means the compensation committee of the Board or such other committee as may be designated by the Board. If the Board does not designate the Committee, references herein to the "Committee" shall refer to the Board.

(k) **"Consultant"** means any person, including an advisor, who is providing services to the Company or any Affiliate other than as an employee, officer or Director.

(l) “**Director**” means any member of the Company’s Board of Directors.

(m) “**Disability**” means, with respect to any Participant, “disability” as defined in such Participant’s Employment Agreement, if any, or if not so defined, except as otherwise provided in such Participant’s Award Agreement:

(i) a permanent and total disability that entitles the Participant to disability income payments under any long-term disability plan or policy provided by the Company under which the Participant is covered, as such plan or policy is then in effect; or

(ii) if the Participant is not covered under a long-term disability plan or policy provided by the Company at such time for whatever reason, then the term “Disability” means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than 12 months. In this case, the existence of any such Disability will be certified by a physician acceptable to the Company.

(n) “**Effective Date**” means the date on which the Plan is adopted by the Board.

(o) “**Employee**” means any person employed by the Company or any Affiliate, with the status of employment determined based upon such factors as are deemed appropriate by the Committee in its discretion, subject to applicable law.

(p) “**Employment Agreement**” means any employment, or similar agreement between the Company or any of its Affiliates and a Participant.

(q) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(r) “**Fair Market Value**” means (i) with respect to Shares, the closing price of a Share on the day prior to the date in question (or, if there is no reported sale on such prior day, on the last preceding date on which any reported sale occurred) on the principal stock market or exchange on which the Shares are quoted or traded, or if Shares are not so quoted or traded, fair market value of a Share as determined by the Committee, and (ii) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(s) “**Intrinsic Value**” with respect to an Option or SAR Award means (i) the excess, if any, of the price or implied price per Share in a Change of Control or other event *over* (ii) the exercise or hurdle price of such Award *multiplied* by (iii) the number of Shares covered by such Award.

(t) “**IPO**” means the first underwritten sale of Shares pursuant to an effective registration statement under the Securities Act of 1933, as amended filed with the Securities and Exchange Commission on Form F-1 (or a successor form) after which sale of such Shares is (i) listed on a national securities exchange or authorized to be quoted on an inter-dealer quotation system of a registered national securities association and (ii) registered under the Exchange Act.

(u) “**Option**” means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6.

(v) “**Other Stock-Based Award**” means an Award granted pursuant to Section 10.

(w) “**Participant**” means the recipient of an Award granted under the Plan.

(x) “**Performance Award**” means an Award granted pursuant to Section 9.

(y) “**Performance Period**” means the period established by the Committee at the time any Performance Award is granted or at any time thereafter during which any performance goals specified by the Committee with respect to such Award are measured.

(z) “**Person**” has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including “group” as defined in Section 13(d) thereof.

(aa) “**Restricted Stock**” means any Share granted pursuant to Section 8.

(bb) “**RSU**” (“Restricted Stock Units”) means a contractual right granted pursuant to Section 8 that is denominated in Shares. Each RSU represents a right to receive the value of one Share (or a percentage of such value) in cash, Shares or a combination thereof. Awards of RSUs may include the right to receive dividend equivalents.

(cc) “**SAR**” (“Stock Appreciation Right”) means any right granted pursuant to Section 7 to receive upon exercise by a Participant or settlement, in cash, Shares or a combination thereof, the excess of (i) the Fair Market Value of one Share on the date of exercise or settlement over (ii) the exercise or hurdle price of the right on the date of grant, or if granted in connection with an Option, on the date of grant of the Option.

(dd) “**Shares**” means shares of the Company’s common stock.

(ee) “**Substitute Award**” means an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company or other business acquired by the Company or with which the Company combines.

(ff) “**Termination of Service**” means, in the case of a Participant who is an employee of the Company or an Affiliate, cessation of the employment relationship such that the Participant is no longer an employee of the Company or Affiliate, or, in the case

of a Participant who is an independent contractor or other service provider, the date the performance of services for the Company or an Affiliate has ended; *provided, however*, that in the case of an employee, the transfer of employment from the Company to an Affiliate, from an Affiliate to the Company, from one Affiliate to another Affiliate or, unless the Committee determines otherwise, the cessation of employee status but the continuation of the performance of services for the Company or an Affiliate as a Director of the Board or an independent contractor shall not be deemed a cessation of service that would constitute a Termination of Service; *provided, further*, that a Termination of Service will be deemed to occur for a Participant employed by an Affiliate when an Affiliate ceases to be an Affiliate unless such Participant's employment continues with the Company or another Affiliate.

SECTION 3. Eligibility.

(a) Any Employee, Consultant or any other individual who provides services to the Company or any Affiliate shall be eligible to be selected to receive an Award under the Plan, to the extent an offer of an Award or a receipt of such Award is permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(b) Holders of options and other types of awards granted by a company acquired by the Company or with which the Company combines are eligible for grants of Substitute Awards under the Plan to the extent permitted under applicable regulations of any stock exchange on which the Company is listed.

SECTION 4. Administration.

(a) *Administration of the Plan.* The Plan shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company and its Participants and any Beneficiaries thereof. The Committee may issue rules and regulations for administration of the Plan. It shall meet at such times and places as it may determine.

(b) *Composition of Committee.* Subject to applicable law, the Board may designate one or more Directors as alternate members of the Committee who may replace any absent or disqualified member at any meeting of the Committee. To the extent permitted by applicable law, the Committee may delegate to one or more officers of the Company the authority to grant Options and SARs, and the Committee may delegate to another committee of the Board (which may consist of solely one Director) the authority to grant all types of Awards, in accordance with the law.

(c) *Authority of Committee.* Subject to the terms of the Plan, the Company's articles of association, the approval of the general shareholders meeting and applicable law, the Committee (or its delegate) shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights or other matters are to be

calculated in connection with) Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent and under what circumstances Awards may be settled or exercised in cash, Shares, other Awards, other property, net settlement, or any combination thereof, or canceled, forfeited or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (vi) determine whether, to what extent and under what circumstances cash, Shares, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (viii) establish, amend, suspend or waive such rules and regulations and appoint such agents, trustees, brokers, depositories and advisors and determine such terms of their engagement as it shall deem appropriate for the proper administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations; and (ix) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(d) *Restrictive Covenants.* The Committee may impose restrictions on any Award with respect to non-competition, confidentiality and other restrictive covenants as it deems necessary or appropriate in its sole discretion.

SECTION 5. Shares Available for Awards.

(a) The maximum number of Shares available for issuance under the Plan is determined by the amount conditional share capital dedicated to it by decision of a general meeting of shareholders and defined in the Company's articles of association.

(b) Any Shares subject to an Award (other than a Substitute Award), that expires, is canceled, forfeited or otherwise terminates without the delivery of such Shares, including (i) the number of Shares surrendered or withheld in payment of any grant, purchase, exercise or hurdle price of an Award or taxes related to an Award (other than Shares already issued and surrendered for payment of taxes) and (ii) any Shares subject to an Award to the extent that Award is settled without the issuance of Shares, shall again be, or shall become, available for issuance under the Plan.

(c) In the event that the Board determines in accordance with the Company's articles of association and organizational regulations that, as a result of any dividend or other distribution (whether in the form of cash, Shares or other securities), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, issuance of Shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is appropriate in order to prevent dilution or enlargement of the benefits or potential

benefits intended to be made available under the Plan, then the Committee shall adjust equitably any or all of:

- (i) the number and type of Shares (or other securities) which thereafter may be made the subject of Awards, subject to the aggregate limit specified in Section 5(a);
- (ii) the number and type of Shares (or other securities) subject to outstanding Awards; and
- (iii) the grant, purchase, exercise or hurdle price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award;

provided, however, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

SECTION 6. Options. Within the limits of the articles of association, the Committee is authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The exercise price per Share under an Option shall be determined by the Committee at the time of grant; *provided, however*, that such exercise price shall not be less than the nominal value of a Share on the date of grant of such Option. A grantee of an Option shall not have any rights to dividends or other rights of a shareholder with respect to Shares subject to the Option until the grantee has exercised the Option and the Company has issued Shares to the grantee.

(b) The term of each Option shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such Option; *provided* that the Committee may (but shall not be required to) provide in an Award Agreement for an extension of such 10-year term in the event the exercise of the Option would be prohibited by law on the expiration date.

(c) The Committee shall determine the time or times at which an Option becomes vested and exercisable in whole or in part; *provided* that the minimum vesting period shall be 12 months. The Committee may specify in an Award Agreement that an “in-the-money” Option shall be automatically exercised on its expiration date.

(d) The Committee shall determine the method or methods by which, and the form or forms, including cash, Shares, other Awards, other property, net settlement, broker assisted cashless exercise or any combination thereof, having a Fair Market Value on the exercise date equal to the exercise price of the Shares as to which the Option shall be exercised, in which payment of the exercise price with respect thereto may be made or deemed to have been made.

SECTION 7. *Stock Appreciation Rights.* The Committee is authorized to grant SARs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) SARs may be granted under the Plan to Participants either alone (“freestanding”) or in addition to other Awards granted under the Plan (“tandem”) and may, but need not, relate to a specific Option granted under Section 6.

(b) The exercise or hurdle price per Share under a SAR shall be determined by the Committee; *provided, however*, that, except in the case of Substitute Awards, such exercise or hurdle price shall not be less than the Fair Market Value of a Share on the date of grant of such SAR. Without the express approval of the Company’s shareholders, except as otherwise provided in Section 5(c), the Committee shall not be entitled to amend or otherwise modify any SAR to lower the base price below the Fair Market Value applicable at the date of grant, or to issue any replacement SAR or similar award in exchange for a SAR with a higher base price.

(c) The term of each SAR shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such SAR.

(d) The Committee shall determine the time or times at which a SAR may be exercised or settled in whole or in part.

SECTION 8. *Restricted Stock and RSUs.* The Committee is authorized to grant Awards of Restricted Stock and RSUs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Agreement shall specify the vesting schedule and, with respect to RSUs, the delivery schedule (which may include deferred delivery later than the vesting date).

(b) Shares of Restricted Stock and RSUs shall be subject to such restrictions as the Committee may impose (including any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend, dividend equivalent or other right), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) Any share of Restricted Stock granted under the Plan may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(d) The Committee may condition the grant of Restricted Stock or RSUs upon the attainment of specified performance criteria set forth in Section 9.

(e) A grantee of Restricted Stock or RSUs shall not have the right to vote or other rights of a shareholder with respect to Shares subject to such Restricted Stock or RSUs until the grantee holds the Shares or underlying Shares unencumbered.

(f) Unless otherwise determined by the Committee, an amount equivalent to any dividends declared on a Share will be credited with respect to an Award of Restricted Stock or RSUs and will be paid out in cash or Shares, as determined by the Committee, upon the vesting of the applicable Restricted Stock or RSU.

SECTION 9. *Performance Awards.* The Committee is authorized to grant Performance Awards to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) Performance Awards may be denominated as a cash amount, number of Shares or a combination thereof and are Awards which may be earned upon achievement or satisfaction of performance conditions specified by the Committee. In addition, the Committee may specify that any other Award shall constitute a Performance Award by conditioning the right of a Participant to exercise the Award or have it settled, and the timing thereof, upon achievement or satisfaction of such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions. Subject to the terms of the Plan, the performance goals to be achieved during any Performance Period, the length of any Performance Period, the amount of any Performance Award granted and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Committee.

(b) Settlement of Performance Awards shall be in cash, Shares, other Awards, other property, net settlement, or any combination thereof, in the discretion of the Committee. The Committee shall specify the circumstances in which, and the extent to which, Performance Awards shall be paid or forfeited in the event of a Participant's Termination of Service.

(c) Performance Awards will be settled only after the end of the relevant Performance Period.

SECTION 10. *Other Stock-Based Awards.* The Committee is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, purchase rights for Shares, Awards with value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Committee. The Committee shall determine the terms and conditions of such Awards. Shares delivered pursuant to an Award in the nature of a purchase right granted under this Section 10 shall be purchased for such consideration, paid for at such times, by such methods and in such forms, including cash, Shares, other Awards, other property, or any combination thereof, as the Committee shall determine. Cash awards, as an element of or supplement to any other Award under the Plan, may also be granted pursuant to this Section 10.

SECTION 11. *Effect of Termination of Service or a Change of Control on Awards.*

(a) The Committee may provide, by rule or regulation or in any Award Agreement, the circumstances in which, and the extent to which, an Award may be exercised, settled, vested, paid or forfeited, including by way of repurchase by the Company, in the event of a Participant's Termination of Service prior to the end of a Performance Period or exercise or settlement of such Award.

(b) The Committee may set forth the treatment of an Award upon a Change of Control in the applicable Award Agreement.

(c) In the case of an Option or SAR Award, except as otherwise provided in the applicable Award Agreement, upon a Change of Control, a merger or consolidation involving the Company or any other event with respect to which the Committee deems it appropriate, the Committee may cause such Award to be canceled in consideration of (i) the full acceleration of such Award and either (A) a period of at least ten days prior to the effective date of such Change of Control to exercise the Award or (B) a payment in cash or other consideration to the Participant who holds such Award in an amount equal to the Intrinsic Value of such Award (which may be equal to but not less than zero), which, if in excess of zero, shall be payable upon the effective date of such Change of Control, merger, consolidation or other event or (ii) a substitute award (which immediately upon grant shall have an Intrinsic Value equal to the Intrinsic Value of such Award).

SECTION 12. *General Provisions Applicable to Awards.*

(a) Awards shall be granted for such cash or other consideration, if any, as the Committee determines but within the limits of the articles of association and any shareholders' resolution; *provided* that in no event shall Awards be issued for less than such minimal consideration as may be required by applicable law.

(b) Awards may, in the discretion of the Committee but within the limits of the articles of association and any shareholders' resolution, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(c) Subject to the terms of the Plan, payments or transfers to be made by the Company upon the grant, exercise or settlement of an Award may be made in the form of cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined by the Committee in its discretion but within the limits of the articles of association and any shareholders' resolution at the time of grant, and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include provisions for the payment or crediting of reasonable interest on

installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(d) Except as may be permitted by the Committee or as specifically provided in an Award Agreement, xxiii) no Award and no right under any Award shall be assignable, alienable, saleable or transferable by a Participant otherwise than by will or pursuant to Section 12(e) and xxiv) during a Participant's lifetime, each Award, and each right under any Award, shall be exercisable only by such Participant or, if permissible under applicable law, by such Participant's guardian or legal representative. The provisions of this Section 12(d) shall not apply to any Award that has been fully exercised or settled, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(e) A Participant may designate a Beneficiary or change a previous Beneficiary designation at such times prescribed by the Committee, in its sole discretion, by using forms and following procedures approved or accepted by the Committee for that purpose.

(f) The Committee may impose restrictions on any Award with respect to confidentiality and other restrictive covenants as it deems necessary or appropriate in its sole discretion.

SECTION 13. *Amendments and Termination.*

(a) *Amendment or Termination of Plan.* Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan, the Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; *provided, however,* that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is required by the Company's articles of association, applicable law or the rules of the stock market or exchange, if any, on which the Shares are principally quoted or traded or (ii) the consent of the affected Participant, if such action would materially adversely affect the rights of such Participant under any outstanding Award, except (x) to the extent any such amendment, alteration, suspension, discontinuance or termination is made to cause the Plan to comply with the Company's articles of association, applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or (y) to impose any "clawback" or recoupment provisions on any Awards in accordance with Section 18 of the Plan. Notwithstanding anything to the contrary in the Plan, the Committee may amend the Plan, or create sub-plans, in such manner as may be necessary to enable the Plan to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with the Company's articles of association, local rules and regulations. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect.

(b) *Dissolution or Liquidation.* In the event of the dissolution or liquidation of the Company, each Award will terminate immediately prior to the consummation of such action, unless otherwise determined by the Committee.

(c) *Terms of Awards.* The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate any Award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder or Beneficiary of an Award; *provided, however*, that no such action shall materially adversely affect the rights of any affected Participant or holder or Beneficiary under any Award theretofore granted under the Plan, except (x) to the extent any such action is made to cause the Plan to comply with the Company's articles of association, applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, or (y) to impose any "clawback" or recoupment provisions on any Awards in accordance with Section 18 of the Plan. The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of events (including the events described in Section 5(c)) affecting the Company, or the financial statements of the Company, or of changes in the Company's articles of association, applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(d) *No Repricing.* Notwithstanding the foregoing, except as provided in Section 5(c), no action shall directly or indirectly, through cancellation and regrant or any other method, reduce, or have the effect of reducing, the exercise price of any Award established at the time of grant thereof without approval of the Company's stockholders.

SECTION 14. *Miscellaneous.*

(a) No employee, Participant or other person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, Participants or holders or Beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient. Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

(b) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any Affiliate. Further, the Company or the applicable Affiliate may at any time dismiss a Participant, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement or in any other agreement binding the parties. The receipt of any Award under the Plan is not intended to confer any rights on the receiving Participant except as set forth in the applicable Award Agreement.

(c) Nothing contained in the Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(d) The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other Awards, other property, net settlement, or any combination thereof) of applicable social security contributions, withholding taxes, source taxes and/or any other applicable taxes and contributions due in respect of an Award, its exercise or settlement or any payment or transfer under such Award or under the Plan and to take such other action (including providing for elective payment of such amounts in cash or Shares by such Participant) as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such taxes; provided that if the Committee allows the withholding or surrender of Shares to satisfy a Participant's social security contributions, withholding taxes, source taxes and/or any other applicable taxes and contributions, the Company shall not allow Shares to be withheld in an amount that exceeds the minimum statutory withholding rates for applicable tax purposes, including payroll taxes.

(e) If any provision of the Plan or any Award Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award Agreement, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award Agreement shall remain in full force and effect.

(f) Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other person. To the extent that any person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(g) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

SECTION 15. *Effective Date of the Plan.* The Plan shall be effective as of the Effective Date.

SECTION 16. *Term of the Plan.* No Award shall be granted under the Plan after the earliest to occur of (i) the tenth year anniversary of the Effective Date; *provided* that to the extent permitted by the listing rules of any stock exchange on which the Company is listed, such ten-year term may be extended indefinitely so long as the maximum number of Shares available for issuance under the Plan have not been issued; (ii) the maximum number of Shares available for issuance under the Plan have been issued; or (iii) the Board terminates the Plan in accordance with Section 13(a). However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement,

any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

SECTION 17. *Awards to Participants Outside Switzerland.* The Committee may modify the terms of any Award under the Plan granted to a Participant who is, at the time of grant or during the term of the Award, resident or primarily employed outside of Switzerland in any manner deemed by the Committee to be necessary or appropriate in order that such Award shall conform to laws, regulations, and customs of the country in which the Participant is then resident or primarily employed, or so that the value and other benefits of the Award to the Participant, as affected by foreign tax laws and other restrictions applicable as a result of the Participant's residence or employment abroad, shall be comparable to the value of such an Award to a Participant who is resident or primarily employed in Switzerland. An Award may be modified under this Section 17 in a manner that is inconsistent with the express terms of the Plan, so long as such modifications will not contravene any applicable law or regulation.

SECTION 18. *Cancellation or "Clawback" of Awards.* The Company may, to the extent permitted by applicable law and stock exchange rules or by any applicable Company policy or arrangement, and shall, to the extent required, cancel or require reimbursement of any Awards granted to a Participant.

SECTION 19. *Section 409A of the Code.* In the case any Participant is subject to U.S. taxation, with respect to Awards subject to Section 409A of the Code ("**Section 409**"), awards granted to such Participant under the Plan are intended to comply with the requirements of Section 409A and the regulations thereunder, and shall be interpreted in a manner that satisfies the requirements of Section 409A. Notwithstanding anything else in the Plan, if the Board considers a Participant to be a "specified employee" under Section 409A at the time of such Participant's "separation from service" (as defined in Section 409A) and the amount hereunder is "deferred compensation" subject to Section 409A, any distribution that otherwise would be made to such Participant with respect to this Award as a result of such termination shall not be made until the date that is six months after such separation from service, except to the extent that earlier distribution would not result in such Participant's incurring interest or additional tax under Section 409A.

SECTION 20. *Governing Law.* The Plan and each Award Agreement shall be governed by the laws of Switzerland, without application of the conflicts of law principles thereof.