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## General Terms and Conditions for Investors

Switzerland AG

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### 1. Platform

The platform [www.lend.ch](http://www.lend.ch) (the **PLATFORM**) enables borrowers (the **BORROWERS**) to enter into a loan agreement with Switzerland AG, Hofackerstrasse 13, 8032 Zurich (the **OPERATOR**) and investors (the **INVESTORS**) to purchase and transfer the loan agreement and/or assign the loan claims arising from the loan agreement. The **OPERATOR** is also the operator of the **PLATFORM**. No loan agreement is concluded between the **BORROWERS** and the **INVESTORS**. The **OPERATOR** is subject to Anti-money laundering legislation and is licensed as a lender in accordance with the Consumer Credit Act.

### 2. Loan claim management

- 2.1. The **OPERATOR** is responsible for the administration of all loan claims arising from the same loan agreement. The **INVESTOR** mandates the **OPERATOR** with the comprehensive administration of the loan claim. The **OPERATOR** is entitled to assert all claims and rights of the **INVESTOR** against the **BORROWER** and shall in particular arrange for collection of the **BORROWER**'s payments and their forwarding and distribution to the respective **INVESTORS**. To avoid a payment default of the **BORROWER**, the **OPERATOR** is authorised and instructed, taking into account the interests of all **INVESTORS**, to carry out, in particular, the following actions at its own discretion:
  - (a) conclusion of a prolongation agreement with regard to the monthly instalment amount, term and/or payment interval;
  - (b) conclusion of a deferment of payment agreement; and
  - (c) issuance of a collection authorisation to a collection or factoring company or assignment of all loan claims to a collection company for collection assignment.
- 2.2. The **OPERATOR** has the right to withdraw from the loan agreement with the **BORROWER** under certain conditions (e.g. late payments, outstanding payments amounting to at least 10% of the loan amount, debt collection/bankruptcy). The **INVESTOR** agrees that the **OPERATOR** may exercise this right of withdrawal.
- 2.3. The **INVESTOR** agrees that the **OPERATOR** may involve third parties for the performance of its tasks and may assign all or part of its duties to third parties in Switzerland and abroad.
- 2.4. The **INVESTOR** can obtain information on the current status of the administration of the loan claim in the user account on the **PLATFORM**. All transfers of the **OPERATOR** to the **INVESTOR** are made to the account specified by the **INVESTOR** in the user account.
- 2.5. The **INVESTOR** renounces the execution of reminders and debt collection measures against the **BORROWER**. The respective actions are carried out by the **OPERATOR** or a commissioned collection or factoring company on behalf and for the account of all **INVESTORS**. If the **OPERATOR** determines that the loan claims of all **INVESTORS** can not be collected, the **INVESTOR**' renouncement to independently perform enforcement and collection measures shall lapse.
- 2.6. The identity of the **BORROWER** shall only be communicated to **INVESTORS** to the extent necessary for the enforcement of their legitimate interests. This does not apply to **BORROWERS** who have chosen to disclose their identity as part of the publication of their loan project.

### 3. Position of INVESTORS

- 3.1. All **INVESTORS** who exercise rights under the same loan agreement of the **OPERATOR** constitute a partial creditorship. All **INVESTORS**' loan claims are independent and autonomous. Each **INVESTOR** may only require the **BORROWER** to repay the loan claim purchased by the **INVESTOR**.
- 3.2. If the **BORROWER** only partially fulfils his obligations under the loan agreement, the **OPERATOR** is entitled to use the amount received from the **BORROWER** in advance for the repayment of the costs of a pay-

ment protection insurance, if any, and subsequently the service fee of the OPERATOR. Any surplus shall be distributed pro rata (loan amount) to all INVESTORS.

- 3.3. A notice of termination by the INVESTOR before the assignment contract ends (see cif. 5 below) is not permitted without the written consent of the OPERATOR.
- 3.4. Any collateral provided by the BORROWER or a collateral provider to secure the OPERATOR's claims under the loan contract shall remain with the OPERATOR. For any valid assignment agreement, the INVESTOR mandates and instructs the OPERATOR to hold and manage such collateral/security either as (i) direct representative of the INVESTOR (for accessory securities) or (ii) as trustee for the INVESTOR (for non-accessory securities).

#### **4. Conclusion of the assignment agreement, term and interest calculation**

- 4.1. By confirming the financing commitment, the INVESTOR accepts the OPERATOR 's offer to conclude the assignment agreement. The assignment agreement is subject to the following suspensive conditions:
  - (a) The loan amount is fully covered by the sum of all financing commitments or the sum of the financing commitments made does not equal 100% of the loan amount (partial financing) and the BORROWER accepts such partial financing; and
  - (b) a valid loan agreement is concluded between the BORROWER and the OPERATOR.
- 4.2. On the first calendar day of the calendar month following the pay-out of the loan, the loan term, interest calculation and amortization of the loan amount if any, shall begin.

#### **5. Termination of the assignment agreement**

The assignment contract ends in any case with (i) the full repayment of the loan claim of the INVESTOR, or (ii) the OPERATOR 's withdrawal from the loan agreement.

#### **6. Correspondence**

- 6.1. With regard to all notifications of the OPERATOR, for which neither the assignment agreement nor mandatory legal provisions stipulate the written form, the INVESTOR expressly acknowledges and agrees to the legally binding nature of electronic means of communication, including but not limited to electronic messages in the user account of the INVESTOR on the PLATFORM, e-mails or SMS. The sending date shall be the date of the transmission copy of the electronic message in the possession of the OPERATOR.
- 6.2. All notifications of the OPERATOR by post or in any other suitable form shall be deemed to have been validly served upon sending to the last correspondence address of the INVESTOR known to the OPERATOR.
- 6.3. Damages or losses incurred from the transmission, in particular due to loss, delay, transmission errors, technical defects and malfunctions, operational breakdowns or unlawful interference with computer systems (of the OPERATOR or third parties) as well as in any systems and transmission networks accessible to the public, shall be borne by the INVESTOR, provided that the OPERATOR has exercised customary care and diligence.

#### **7. Change of address**

The INVESTOR must immediately inform the OPERATOR immediately of any change of physical, postal or correspondence address as well as his bank account details. If the INVESTOR fails to do so, he assumes the risk of incorrect service, notification or delivery or incorrect transfer of the payments due to him.

#### **8. Data protection**

- 8.1. The INVESTOR acknowledges that the scope of Swiss law (in particular the Data Protection Act) is limited to the Swiss territory and that data stored abroad is not covered by the Swiss Data Protection Act. The OPERATOR is entitled to have data of the Principal processed in states which do not have adequate data protection. The OPERATOR reserves the right to transmit the data, among other things, via the Internet. The Internet is an open network accessible for everyone. Data is therefore transmitted in an uncontrolled manner and across borders. In this context, the INVESTOR particularly accepts the possibility of personal data being transferred abroad.
- 8.2. The INVESTOR agrees that the OPERATOR may, at any time, grant access to data of the INVESTOR and to the customer profiles created, in particular but not limited to the purpose of improving customer

service, to third parties involved in the conclusion or execution of the assignment agreement. The INVESTOR authorizes the OPERATOR to use his data to send information about its product and service offering, or to send such information through authorised third parties, for example to his e-mail, postal address, telephone or user account. The INVESTOR may at any time notify the OPERATOR in writing that he no longer accepts the use of his personal data for marketing purposes.

- 8.3. All employees, mandated third parties and affiliated companies with access to personal data collected by the OPERATOR are obliged to process the data in accordance with the applicable Swiss regulation.

#### **9. Terms of payment, fees and liability of the INVESTORS**

- 9.1. All payments by the INVESTOR shall be made using the orange payment slips received from the OPERATOR or using other payment instruments permitted by the OPERATOR. Payments must be made within the payment period set by the OPERATOR. Counter and cash payments are not permitted without the approval of the OPERATOR.
- 9.2. The OPERATOR charges the INVESTOR fees, including the annual service fee, in accordance with the applicable fee schedule which is available on the website of the OPERATOR. The OPERATOR is entitled to amend the fee schedule at any time and to charge the INVESTOR further costs/expenditures if these are caused by the INVESTOR. Any such costs or fees incurred may be deducted from the payments due to the INVESTOR or may be invoiced separately.
- 9.3. The annual service fee to be paid by the INVESTOR to the OPERATOR is either deducted from the BORROWER's payments and withheld directly by the OPERATOR or invoiced separately. The service fee is due if a BORROWER's monthly instalment has become due.
- 9.4. If the INVESTOR does pay his financial commitment within the time limit set by the OPERATOR, he shall be liable for any expenses and damages incurred.

#### **10. Value added tax (VAT)**

The assignment agreement is based on the value-added tax rate applicable at the time of its conclusion. In the event of additional expenses incurred by the OPERATOR as a result of changes in value added tax regulations during the contract period, the OPERATOR is entitled to pass on and charge related tax increases to the INVESTOR.

#### **11. Exclusion of liability**

- 11.1. The OPERATOR is liable for the existence of the assigned loan claim, but not for the solvency of the BORROWER.
- 11.2. The OPERATOR's liability for slight negligence, for auxiliary persons (mandated third parties and/or affiliated companies) and for all indirect damages is excluded. Liability according to mandatory law shall remain unaffected.

#### **12. Severability clause**

- 12.1. The invalidity of individual contractual provisions shall not affect the validity and binding nature of the remaining provisions.
- 12.2. Special agreements between the contracting parties must be made in writing or by e-mail, SMS or other equivalent electronic means of communication. Verbal agreements are invalid.

#### **13. Risk warning**

- 13.1. The OPERATOR has reviewed the solvency and identity of the BORROWER within the framework of the applicable legal provisions. However, no claims can be derived from the credit assessment or the interest rate.
- 13.2. The OPERATOR does not make any recommendation as regards the purchase of a loan claim and does not provide any advice, in particular no investment advice.
- 13.3. The purchase of a loan claim is associated with risks. A total loss for the INVESTOR is possible. Before concluding the assignment agreement, the INVESTOR individually informs himself about the affordability and the consequences of purchasing a loan claim on the PLATFORM.

- 13.4. The BORROWER is entitled to repay the loan amount early, in full or partly. The INVESTOR is not entitled to any interest payment for the unused term of the loan due to an early repayment. The early repayment by the BORROWER can lead to a partial or total loss of the interest on the loan claim.
- 13.5. If the BORROWER fails to meet part or all of his obligations under the loan agreement with the OPERATOR, this may lead to a partial or total loss of the funds used by the INVESTOR. Actions taken by the OPERATOR or a third party mandated to collect the loan claim (Subclause 2) may result in the repayment of the loan claim being made at a later date than agreed upon. The OPERATOR reserves the right to claim interest on arrears from the BORROWER's arrears only upon initiation of debt collection after a potential withdrawal from the loan agreement by the Operator.

**14. Applicable law and place of jurisdiction**

The assignment agreement is subject to Swiss substantive law. The application of Swiss private international law and the international treaties, in particular the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded. Exclusive place of jurisdiction is Zurich, subject to mandatory place of jurisdiction.