



## General Terms and Conditions for Investors (GTC Investor)

Switzerland AG

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### 1. Platform

- 1.1. 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 **Lender**) and investors (the **Investors**) to purchase and transfer the loan agreement as well as assign the loan claims arising from the loan agreement. The Lender is further the operator of the Platform. No loan agreement is concluded between the Borrowers and the Investors. The Lender is subject to Swiss anti-money laundering legislation and is licensed as a lender in accordance with the Swiss Consumer Credit Act.
- 1.2. The Lender is entitled to amend these GTC Investor at any time and to publish the current version on the Platform. Investors will be informed in advance by notification in the user account or by other appropriate means. Without objection in writing within 30 days of notification of the change, these GTC Investor shall be deemed accepted.

### 2. Loan claim management

- 2.1. The Lender is responsible for the management of all loan claims. The Investor authorizes the Lender to comprehensively manage the loan claims.  
The Lender is entitled to assert all claims and rights of the Investor against the Borrower and shall in particular collect the Borrower's payments and forward and distribute them to the respective Investors. To avoid a payment default of the Borrower, the Lender 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 amount of payments, 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 Lender has the right to withdraw from the loan agreement with the Borrower under certain conditions (e.g. late payments, default, debt collection/bankruptcy, breach of contract, late payments which amount to at least 10% of the loan amount in the case of consumer loans). The Investor agrees that the Lender may exercise this right of withdrawal.
- 2.3. The Investor agrees that the Lender 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 management of the loan claim in the user account on the Platform. All transfers of the Lender to the Investor are made to the account specified by the Investor in the user account.

- 2.5. The Investor waives the execution of reminders and debt collection measures against the Borrower. The respective actions are carried out by the Lender or a commissioned collection or factoring company on behalf and for the account of all Investors.
- 2.6. If the Lender determines that the loan claims of all Investors cannot be recovered, the Lender may authorize the Investors to take independent enforcement and collection measures.
- 2.7. The identity of the Borrower shall be disclosed to Investors only to the extent necessary for the enforcement of their legitimate interests. This does not apply to Borrowers who have chosen to disclose their identity on the Platform.

### 3. Term and interest of the loan claim

For loans with annuity amortisation, the term, interest calculation and amortization of the loan amount shall begin on the first calendar day of the calendar month following the pay-out of the loan. For all other loan types, the term, interest calculation and amortization of the loan amount, if any, typically begin with the pay-out of the loan, unless otherwise agreed with the Borrower.

### 4. Position of Investors

- 4.1. All Investors who have rights under the same loan agreement of the Lender form a partial creditorship. All loan claims of the Investors are independent and autonomous. Each Investor may only require the Borrower to repay the loan claim purchased by the Investor.
- 4.2. If the Borrower only partially fulfils his obligations under the loan agreement, the Lender is entitled to use the amount received from the Borrower in advance for the repayment of the costs of a payment protection insurance, if any, and the compensation for the services and other fees or costs of the Lender. Any surplus shall be distributed proportionally (amount of loan claim) to all Investors.
- 4.3. The Investor may not terminate the assignment agreement without the written consent of the Lender. The assignment of a loan claim or a transfer of the assignment agreement is only permitted with the prior consent of the Lender.
- 4.4. Any collateral provided by the Borrower or a collateral provider to secure the loan claim under the loan contract shall remain with the Lender. The Investor mandates the Lender 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).
- 4.5. With regard to any loan claims secured by mortgage, the Investor acknowledges and agrees that he is only entitled to the proceeds from the liquidation of the collateral. The Investor explicitly waives all other types of claims, in particular claims in rem to the property encumbered with the mortgage (e.g. ownership).

## 5. Termination of the assignment agreement

The assignment agreement ends in any case with (i) the full repayment of the loan claim of the Investor, or (ii) the withdrawal from the loan agreement by the Lender.

## 6. Correspondence

6.1. With regard to all communication of the Lender, 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 Lender.

6.2. All notifications of the Lender by post or in any other suitable form shall be deemed validly served upon sending to the last correspondence address of the Investor known to the Lender.

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 Lender 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 Lender has exercised customary care and diligence.

## 7. Change of address

The Investor must notify the Lender without delay of any change of domicile/registered office, 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 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 Lender is entitled to have data of the Principal processed in states which do not have adequate data protection. The Lender 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 Lender 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 Lender 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 Lender 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 Lender are obliged to process the data in accordance with the applicable Swiss regulation.

8.4. By accepting these GTC Investor, the Investor also declares that he has taken note of the Privacy Policy available at [lend.ch/en/terms/Privacy-Policy.pdf](https://lend.ch/en/terms/Privacy-Policy.pdf).

## 9. Compensation, fees and terms of payment

9.1. All payments by the Investor shall be made using the orange payment slips received from the Lender or using other payment instruments permitted by the Lender. Payments must be made within the payment period set by the Lender. Counter and cash payments are not permitted without the approval of the Lender.

9.2. The Lender will charge the Investor fees, including the annual compensation for its services, in accordance with the applicable fee schedule which is available on the website of the Lender at [lend.ch/en/terms/Fee-Schedule.pdf](https://lend.ch/en/terms/Fee-Schedule.pdf) and has been sent to the Investor together with these GTC Investor. The Lender is entitled to amend the fee schedule at any time in the same way as these GTC Investor in accordance with section 1.2 and to charge the Investor additional 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. If the Investor does not pay his financing commitment within the time limit set by the Lender, he shall be liable for any expenses and damages incurred.

## 10. Indirect taxes

In the event of additional expenses incurred by the Lender as a result of new indirect taxes or the increase of indirect taxes, or other levies, the Lender is entitled to pass on and charge related expenses to the Investor.

## 11. Exclusion of liability

11.1. The Lender is liable for the existence of the assigned loan claim, but not for the solvency of the Borrower.

11.2. The Lender'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 Lender has reviewed the solvency and identity of the Borrower in accordance with the applicable legal provisions. However, no claims can be derived from the credit assessment or the interest rate.

13.2. The Lender does not make any recommendation with regard to 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 Lender, this may lead to a partial or total loss of the funds used by the Investor. Actions taken by the Lender or a third party mandated to collect the loan claim (clause 2) may result in the repayment of the loan claim being made at a later date than agreed upon. The Lender reserves the right to waive late interest from the Borrower's arrears or to claim such interest only upon initiation of debt collection procedures.

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

The legal relationship between the Lender and the Investor and in particular the assignment agreement is subject to substantive Swiss 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.