

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

Switzerland AG

22.06.2026 (Version 2.0)

### 1. Platform

- 1.1. The platform [www.lend.ch](http://www.lend.ch) enables borrowers to enter into loan agreements with Switzerland AG, Zurich. Investors can purchase or acquire loan claims arising from these loan agreements through the platform.
- 1.2. No loan agreement is concluded between the Borrower and the Investors. Switzerland AG remains the sole contractual counterparty and lender of the Borrower.
- 1.3. The Lender is entitled to amend these GTC at any time. Amendments will be published on the platform or communicated to the Investor. They are deemed accepted, including for existing relationships and agreements, if the Investor continues to use the platform, continues the business relationship, or does not object in writing within 30 days.

### 2. Loan Claim Management

- 2.1. The Investor authorizes the Lender to comprehensively manage the loan claim. In particular, the Lender is entitled to:
  - assert claims and rights of the Investor;
  - collect payments from the Borrower and distribute them to the Investors;
  - enter into payment arrangements (e.g. extension or deferral);
  - engage collection or factoring companies for debt collection or assign loan claims for collection purposes.
- 2.2. The Lender is entitled to withdraw from the loan agreement, in particular in the event of default, debt enforcement, bankruptcy or breach of contract by the Borrower.
- 2.3. The Lender may engage third parties in Switzerland and abroad to perform its tasks.
- 2.4. The Investor waives the right to independently issue reminders or initiate debt enforcement proceedings against the Borrower. The Lender takes these measures.
- 2.5. The Lender provides updates on the status of the loan claim in the user account. Payments are made to the bank account specified there.
- 2.6. The identity of the Borrower is only disclosed to the extent necessary for the enforcement of legitimate interests.

### 3. Term and Interest of the Loan Claim

For annuity loans, the term, interest accrual and amortisation begin on the first calendar day of the month following disbursement. For other loan types, the term, interest accrual and any amortisation generally begin on the date of disbursement, unless otherwise agreed.

### 4. Position of Investors

- 4.1. Joint Exercise of Rights. Investors who have rights under the same loan agreement exercise their rights jointly through the Lender. They grant the Lender an irrevocable power of attorney for this purpose, which lapses upon full repayment of the loan claim and upon insolvency or liquidation of the Lender. In the latter case, the Investors are entitled to exercise, as partial creditors, their rights independently.

- 4.2. Distribution of Payments. If a Borrower only partially fulfils its obligations, the Lender first applies payments to cover costs, fees and insurance premiums. The remaining amount is distributed to investors proportionally to the amount of their loan claim. The Investor is entitled to a maximum of the nominal interest rate agreed with the Borrower. Any interest on arrears exceeding this accrues to the Lender.
- 4.3. Multiple Loans of the Same Borrower. If a Borrower has multiple outstanding loans in legal collection, payments as well as proceeds from collateral are first applied to repay the principal of all loans and only thereafter to interest. Where statutory or contractual priority rights exist, senior Investors are served first within this order.
- 4.4. Transfer of the Loan Claim. Termination of the assignment agreement by the Investor prior to full repayment of the loan claim requires the written consent of the Lender. Any assignment or transfer of the agreement by the Investor also requires the prior consent of the Lender. Upon assignment of the loan claim, the new creditor assumes the rights and obligations of the previous Investor.
- 4.5. Collateral. Any collateral remains with the Lender. The Lender holds and manages it as (i) direct representative of the Investors for accessory security, or (ii) as trustee for non-accessory security. For mortgage-secured loans, the Investor is entitled solely to the proceeds from the realisation of the collateral.
- 4.6. Investor Resolutions. Resolutions of Investors regarding loan claims from the same loan agreement are passed by majority vote. Abstentions are not counted. Voting rights are proportional to the size of the respective loan claim. Resolutions are generally passed by circular procedure. Silence by an Investor within the set deadline is deemed consent to the proposed resolution.

### 5. Termination

The assignment agreement ends upon (i) full repayment of the loan claim, or (ii) withdrawal of the Lender from the loan agreement.

### 6. Communication

- 6.1. The Lender may send notices electronically (e.g. via user account, e-mail, SMS) or by post. Electronic notices are deemed delivered upon sending.
- 6.2. Postal notices are deemed delivered upon sending to the Investor's last known address.
- 6.3. The Lender is not liable for damages arising from electronic communication, provided it has exercised customary care.

### 7. Change of Address

The Investor must promptly notify the Lender of any changes to their address, domicile/registered office or bank account details. Failure to do so is at the Investor's own risk regarding incorrect delivery or payment.

## 8. Data Protection

The processing of personal data is governed by the Lender's Privacy Policy as amended from time to time.

## 9. Compensation and Fees

- 9.1. The Lender charges fees in accordance with the applicable Fee Schedule. Fees may be deducted from payments to the Investor or invoiced separately.
- 9.2. The Lender is entitled at any time to amend the Fee Schedule in the same way as these GTC and to charge the Investor additional costs and expenses caused by the Investor.
- 9.3. If the Investor fails to fulfil its financing commitment within the deadline set by the Lender, the Investor is liable for any costs and damages incurred.

## 10. Indirect Taxes

In the event of additional costs incurred by the Lender as a result of new or increased indirect taxes or other levies, the Lender is entitled to pass on such costs to the Investor.

## 11. Exclusion of Liability

- 11.1. The Lender is only liable for the existence of the assigned loan claim in cases of its own fault. It is not liable for the solvency of the Borrower.
- 11.2. The Lender's liability for slight negligence is excluded. Liability for auxiliary persons and for indirect damages is also excluded. Both exclusions apply equally to liability under clause 11.1.
- 11.3. For consumer loans as per the Consumer Credit Act, the Lender carries out a careful, industry-standard creditworthiness assessment. It is only liable if it has failed to conduct the credit assessment in accordance with industry standards.
- 11.4. Mandatory statutory provisions remain reserved.

## 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 parties must be made in writing or by e-mail, SMS or equivalent electronic means of communication. Purely verbal agreements are invalid. This also applies to any amendment of this formal requirement.

## 13. Risk Warning

- 13.1. Loss of Capital and Interest. If a Borrower fails to pay or pays only partially, the Investor may lose part or all of their invested capital and interest.
- 13.2. Early Repayments. Loans may be repaid early in full or in part. In such cases, no interest is owed for the remaining term.
- 13.3. Delayed Repayments. Collection or restructuring measures may result in payments being received later than planned.
- 13.4. No Advisory Services. The Lender does not provide investment recommendations. Investment decisions are made solely by the Investor.
- 13.5. Credit Assessment Without Guarantee. The Lender assesses Borrowers in accordance with statutory requirements. This assessment does not, however, constitute a guarantee of repayment.

## 14. Applicable Law and Place of Jurisdiction

**Swiss law** applies. The exclusive place of jurisdiction is **Zurich**, subject to mandatory statutory places of jurisdiction.