



General Terms and Conditions for Borrowers (GTC Borrower)

Switzerland AG

27.4.2021 (Version 1.5)

1. Platform

- 1.1. The platform 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 Borrower at any time and to publish the current version on the Platform. Borrowers 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 Borrower shall be deemed accepted.

2. Conclusion, redemption of claims and purpose

- 2.1. The loan agreement is subject to the following resolutive conditions (*"auflösende Bedingungen"*):
 - (a) the loan amount can be fully re-financed from Investors and the financing commitments are paid in full to the Lender; and
 - (b) the Borrower submitted all documents requested by the Lender.
- 2.2. 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 to repay the costs of any payment protection insurance, compensation for its services and other fees or costs. In the event of several due obligations, the lender is entitled to decide at its own discretion on the order of repayment. The borrower waives his right to declare at the time of payment which obligation he wishes to repay.
- 2.3. The borrower may not use the loan amount to purchase financial instruments of any kind. Financial instruments are in particular securities (e.g. shares, bonds), units in collective investment schemes, structured products, derivatives, and deposits with risk or price fixing.

3. Default, right of withdrawal, and termination

- 3.1. If the Borrower fails to make a payment on time, he shall automatically be in default on the due date without a reminder or other notification. Reminders and collection expenses will be charged to the Borrower in accordance with the applicable fee schedule (see section 8.2)
- 3.2. The Lender has the right to terminate the loan agreement under certain conditions and without setting a grace period, in particular in the event of default, debt collection/bankruptcy, provision of false or incomplete information, or breach of contract. In the case of consumer loans, the Lender may terminate the loan agreement without setting a grace period if payments are outstanding, which amount to at least 10% of the loan amount. The amount outstanding under the loan agreement

becomes due for repayment immediately. Interest accrued shall become due capital claims upon termination (novation of the interest claim, *Novation der Zinsforderung*). The Borrower shall pay late interest of 10% p.a. on due capital claims. For consumer loans, the contractually agreed interest rate applies.

4. Credit assessment, reporting and information

- 4.1. The Borrower authorises the Lender to obtain all information necessary from third parties for (i) the review of the loan application, (ii) the execution of the loan agreement as well as (iii) the maintenance and enforcement of collateral under collateral agreements, in particular from external credit bureaus, government agencies, banks, the Central Credit Information Office (ZEK) and the Consumer Credit Information Office (IKO) and to report to such third parties. In the case of a legal entity, this authorization applies to both the legal entity as well as its owners and/or managing directors.
- 4.2. The Borrower acknowledges that ZEK (and IKO) will or may inform associated lenders upon request about obligations of the Borrower arising from new loan or leasing obligations.
- 4.3. The Lender may reassess the Borrower's creditworthiness at any time and the Borrower agrees to provide any information requested by the lender for that purpose.
- 4.4. If the Borrower has ordered the blocking of data, the Borrower irrevocably removes such blocking vis-à-vis the Lender.

5. Correspondence

- 5.1. With regard to all communications of the Lender, for which no mandatory legal provisions stipulate the written form, the Borrower 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 Borrower on the Platform, e-mails or SMS. The sending date shall be the date of the transmission copy of the electronic communication in the possession of the Lender.
- 5.2. 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 Borrower known to the Lender.
- 5.3. 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 systems and transmission networks accessible to the public, shall be borne by the Borrower, provided that the Lender has exercised customary care and diligence.

6. Change of address

- 6.1. The Borrower must notify the Lender without delay of any change of domicile/registered office or the physical, postal or correspondence address. The Borrower failing to do so assumes the risk of incorrect service, notification or delivery.

6.2. If the Borrower transfers his domicile/registered office or habitual place of residence outside of Switzerland, the Borrower is obliged to inform the Lender timely in advance and to repay the outstanding loan amount including accrued interest in full prior to departure.

7. Data protection

7.1. The Borrower 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 Borrower 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 Borrower particularly accepts the possibility of personal data to be transferred abroad.

7.2. The Borrower agrees that the Lender may, at any time, grant access to data of the Borrower to third parties (including the Investors) involved in the execution or processing of the loan application and/or loan agreement (including collateral agreements), in particular but not limited to the purpose of improving customer service. The Borrower 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 Borrower may at any time notify the Lender in writing that he no longer accepts the use of his personal data for marketing purposes.

7.3. If the Borrower purchases insurance, in particular a payment protection insurance, he authorises the Lender to forward the Borrower's data regarding the entering into and processing of the insurance agreement to the provider of the insurance or mandated third parties.

7.4. 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.

7.5. The Lender shall disclose the identity of the Borrower to the 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.

7.6. By accepting these GTC Borrower, the Borrower also declares that he has taken note of the Privacy Policy available at lend.ch/en/terms/Privacy-Policy.pdf.

8. Terms of payment and fees

8.1. All payments by the Borrower shall be made using the orange payment slips received from the Lender or using other payment instruments permitted by the Lender. The Lender may require the Borrower to use the direct debit procedure (LSV) for the processing of payments. Counter and cash payments are not permitted without the approval of the Lender.

8.2. The Lender will charge the Borrower fees in accordance with the applicable fee schedule which is available on the website of the Lender at lend.ch/en/terms/Fee-Schedule.pdf and has been sent to the Borrower together with these GTC Borrower. By accepting these GTC Borrower, the Borrower declares that he has taken note of the fee schedule and agrees to it. The Lender is entitled to amend the fee schedule at any time in the same way as these

GTC Borrower in accordance with section 1.2 and to charge the Borrower additional costs/expenditures if these are caused by the Borrower.

9. 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 Borrower.

10. Exclusion of liability

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 remains unaffected.

11. Exclusion of offsetting

The Borrower is prohibited to declare the offsetting for claims arising from the loan agreement vis-à-vis the Lender. The prohibition to set-off also applies in bankruptcy, debt-restructuring and insolvency proceedings of the Lender.

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. Verbal agreements are invalid.

13. Applicable law and place of jurisdiction

The legal relationship between the Lender and the Borrower and in particular the loan agreement as well as any collateral agreements are 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.