Bellavista Invest One AG

Debt Collection

Procedure Agreement

(Template – Company / Investor)

www.crowdhive.com

Aegeristrasse 64, 6300 Zug, Switzerland

SRO Membership: VQF (active)

CONFIDENTIAL

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DEBT COLLECTION PROCEDURE AGREEMENT

concluded between

Bellavista Invest One AG, a company incorporated under Swiss law, with registered office at Aegeristrasse 64, 6300 Zug, Switzerland, registered under number CHE-373.552.596

hereinafter the "Company"

and

[Investor's Full Name], [Address], [Postal Code] [City], [Country]

hereinafter the "Investor"

The Company and the Investor are hereinafter collectively referred to as the "Parties" and individually as a "Party".

PREAMBLE

WHEREAS:

A. The Company operates an online peer-to-peer crowdlending platform at www.crowdhive.com (the "Platform"), which acts as an intermediary connecting investors who provide funding with borrowers who seek financing for specific business projects. The Company enters into loan agreements with borrowers and assigns the resulting loan claims to investors in proportion to their respective contributions.

B. Under the Claim Purchase and Assignment Agreement concluded between the Company and the Investor, the Company acts as collection and paying agent and, on behalf of and in favour of the Investor, as collateral agent in respect of the loan claims assigned to the Investor.

C. This Debt Collection Procedure Agreement (the "Agreement") sets out the procedure under which the Company manages the loan claims, collects payments from the Borrower, and — in the event of late payment or default — takes collection and enforcement measures on behalf of the Investor.

D. The Investor acknowledges that the Reserve Fund operated by the Company is a supplementary buffer and not an insurance scheme, and that investment in loans entails the risk of partial or total loss of the invested capital.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions

Unless otherwise defined herein, capitalised terms used in this Agreement shall have the meanings ascribed to them in the GTC, the Payment Processing and Deposit Agreement, and the Claim Purchase and Assignment Agreement. The following terms shall have the specific meanings set out below:

"Agreement" means this Debt Collection Procedure Agreement, including any annexes and amendments thereto.

"Assignment Agreement" means the Claim Purchase and Assignment Agreement concluded between the Company and the Investor, by which the Company assigns a proportional share of its loan claim against the Borrower to the Investor and is appointed to manage such claim.

"Borrower" means the legal person (entity) to whom the Company has granted a loan for a Project under the Loan Agreement. Natural persons are not accepted as Borrowers.

“Claim” means the Investor’s proportional share of the Company’s right to receive repayment of the loan principal and interest from the Borrower under the Loan Agreement, as assigned to the Investor under the Assignment Agreement.

“Collateral” means any pledge, mortgage, lien, guarantee, security assignment, or other security instrument provided by the Borrower or a third party in respect of the loan, as recorded in the Project Acceptance Agreement.

“Default” means the failure of the Borrower to pay principal and/or interest when due, where such failure continues for a period of sixty (60) calendar days, as further defined in the Loan Agreement.

“Enforcement Measures” means any legal, contractual, or procedural steps taken to recover amounts due under the loan, including the realisation of Collateral, the initiation of debt enforcement or insolvency proceedings, and the engagement of third-party collection providers.

“GTC” means the General Terms and Conditions of the Platform, as amended from time to time.

“Loan Agreement” means the agreement between the Company and the Borrower setting out the terms and conditions of the loan for the relevant Project.

“Reserve Fund” means the fall-back fund operated by the Company to support the continuity of interest payments to investors in the event of temporary Borrower payment difficulties, as described in the GTC and the Payment Processing and Deposit Agreement.

“Working Day” means any day other than a Saturday, Sunday, or public holiday in the Canton of Zug, Switzerland.

2. Scope and Relationship to Other Agreements

2.1 This Agreement sets out the terms under which the Company acts as collection agent and collateral agent on behalf of and in favour of the Investor, manages the Claim, collects payments from the Borrower, and takes collection and Enforcement Measures in the event of late payment or Default.

2.2 In accordance with the Assignment Agreement, the Company acts as collateral agent in favour of and on behalf of the Investor and is responsible for the management of the Claim. As holder of the Collateral, the Company shall use reasonable endeavours to enable the timely fulfilment of the payment schedule applicable to the Claim.

2.3 This Agreement is subject to the GTC, unless explicitly agreed otherwise herein. In the event of any conflict or inconsistency between a provision of this Agreement and a provision of the GTC, the provision of this Agreement shall prevail.

2.4 This Agreement forms part of the integrated contractual framework governing the Investor’s use of the Platform, together with the Payment Processing and Deposit Agreement and the Claim Purchase and Assignment Agreement.

3. Role and Liability of the Company

3.1 The Company acts as collection agent and collateral agent on behalf of and in favour of the Investor. In this capacity, the Company shall carry out its functions with due care and shall take all reasonable measures to secure the timely and full payment of the Claim, including the management and, where appropriate, the realisation of the Collateral.

3.2 The obligations of the Company under this Agreement are obligations of means (best efforts) and not obligations of result. The Company does not guarantee, and shall not be liable for, the repayment of the Claim by the Borrower or the recoverability of any amount from the Borrower or from the Collateral.

3.3 The Company does not assume the credit risk of the Borrower and does not stand surety for, guarantee, or otherwise secure with its own assets the payment obligations of the Borrower. The Investor bears the risk of partial or total loss of the invested capital, as set out in the Payment Processing and Deposit Agreement.

3.4 The Company shall be liable only for damage caused by its own intent or gross negligence in the performance of its functions under this Agreement. Liability for slight negligence is excluded to the extent permitted by law.

3.5 Before approving a Borrower’s project and listing it on the Platform, the Company conducts a due diligence and risk assessment of the Borrower and the project in accordance with its risk management methodology, with a view to assessing, as far as reasonably possible, the Borrower’s capacity to repay the loan. The conduct of such due diligence does not constitute a representation or guarantee as to the Borrower’s solvency or the outcome of the loan.

4. Reserve Fund

4.1 The Company operates a Reserve Fund as a fall-back mechanism to support the continuity of interest payments to investors in the event that a Borrower experiences temporary payment difficulties.

4.2 The Reserve Fund is funded from a portion of the commission received by the Company in respect of each successfully funded project, in a proportion determined by the Company from time to time. The Reserve Fund is held in an account separate from both the Company’s operational funds and the investors’ segregated funds.

4.3 The Reserve Fund is used, to the extent that funds are available, to support interest payments to investors and to mitigate potential losses on interest and/or principal. The Reserve Fund is not an insurance scheme and does not constitute a guarantee of payment. The Investor acknowledges that the Reserve Fund cannot guarantee the full payment of interest or the full repayment of the principal.

4.4 The application of the Reserve Fund in any particular case does not create any entitlement to its application in any other case, and the Company retains discretion as to its use within the limits set out in the GTC and the Payment Processing and Deposit Agreement.

5. Mandate of the Company as Collateral Agent

5.1 The Investor authorises the Company to take all actions reasonably required for the management and enforcement of the Claim, including, but not limited to:

- **(a)** asserting all claims and rights of the Investor against the Borrower;
- **(b)** collecting the Borrower’s payments;
- **(c)** distributing payments to the Investor in proportion to the Investor’s share;
- **(d)** concluding prolongation, deferment, or restructuring agreements with the Borrower regarding the terms of repayment;
- **(e)** enforcing and realising the Collateral provided by or on behalf of the Borrower; and
- **(f)** engaging third parties for the debt enforcement and collection process.

5.2 Unless specifically authorised to do so by the Company, the Investor shall not take any direct action against the Borrower. All claims and rights against the Borrower shall be asserted by the Company on behalf of and in favour of all participating investors collectively.

5.3 The Investor undertakes to sign any documents, powers of attorney, or authorisations that the Company may reasonably require in order to carry out the collection and Enforcement Measures that the Company deems appropriate in its capacity as collateral agent on behalf of the Investor.

5.4 The Company shall analyse, assess, and, where appropriate, realise any and all pledges, securities, Collateral, and guarantees provided by or on behalf of the Borrower, with a view to mitigating the risks for the Investor.

6. Collection Procedure

6.1 In the event of late payment or non-payment by the Borrower, the Company shall apply the following escalation procedure on behalf of the Investor:

- **(a)** if the Borrower is more than seven (7) calendar days late on a scheduled interest payment, the Company shall begin to analyse appropriate remedial measures and may, at the same time, continue to make interest payments to the Investor from the Reserve Fund, at its discretion and to the extent that funds are available;
- **(b)** if the Borrower is more than thirty (30) calendar days late on a scheduled payment, the Company shall initiate a soft collection process in order to resolve the cause of the delay and to seek an appropriate solution with the Borrower, including a possible prolongation, deferment, or restructuring of the loan;
- **(c)** if the Borrower's failure to pay continues for more than sixty (60) calendar days, a Default occurs within the meaning of the Loan Agreement, and the Company shall be entitled to initiate legal proceedings and Enforcement Measures, including the realisation of the Collateral and other securities.

6.2 The escalation steps set out in Section 6.1 represent the standard procedure. The Company may, acting reasonably and in the interest of the participating investors, adapt the timing or sequence of measures where the circumstances of a particular case so require, including taking earlier action where the Company becomes aware of facts indicating a serious risk to recovery.

6.3 The Company shall keep the participating investors informed of material developments in the collection and enforcement process in respect of their Claim, in accordance with the information practices described in the GTC.

6.4 All collection and Enforcement Measures shall be conducted by the Company on behalf of and in favour of all participating investors collectively, in a manner consistent with the equal treatment of investors holding claims in respect of the same loan.

7. Realisation of Collateral and Distribution

7.1 Amounts recovered from the Borrower, whether through ordinary collection, restructuring, or the realisation of Collateral, shall be collected by the Company in its capacity as collection and paying agent.

7.2 Amounts recovered during the collection process shall be distributed by the Company to the participating investors on a pro rata basis, in proportion to their respective shares in the relevant loan, as and when such amounts are received and after deduction of the costs referred to in Section 7.4.

7.3 The final settlement and distribution of recovered amounts in respect of a defaulted loan shall take place upon completion of the realisation of the Collateral and the conclusion of the relevant Enforcement Measures. If the Company is unable to recover the full outstanding amount, and such amount is not covered by the Reserve Fund or another mechanism, the amounts actually recovered shall be distributed among the participating investors on a pro rata basis, and the Investor shall bear the corresponding loss in proportion to its share.

7.4 Recovered amounts shall be applied in the following order of priority:

- **(a)** first, towards the reasonable costs and expenses incurred by the Company and any third parties in connection with the collection and Enforcement Measures;
- **(b)** second, towards accrued and unpaid interest due to the participating investors; and
- **(c)** third, towards the outstanding principal due to the participating investors.

7.5 Where the Reserve Fund has been used to make interest payments to investors in respect of a loan, the Company shall be entitled to be reimbursed from amounts subsequently recovered in respect of that loan, ranking together with the costs referred to in Section 7.4(a), so that the Reserve Fund can be replenished.

8. Miscellaneous

8.1 Confidentiality

8.1.1 The terms and existence of this Agreement are confidential and shall not be disclosed by the Parties, except to the participating investors, to the Parties' professional advisers, where required by law or a competent authority, or as otherwise agreed in advance by the Parties.

8.2 No Assignment

8.2.1 The Investor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Company. For the avoidance of doubt, the management and enforcement of the Claim by the Company on behalf of the Investor is governed by this Agreement and the Assignment Agreement.

8.3 Entire Agreement

8.3.1 This Agreement, together with the GTC, the Payment Processing and Deposit Agreement, and the Claim Purchase and Assignment Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties, and understandings relating to such subject matter.

8.4 Amendments

8.4.1 All amendments and supplements to this Agreement must be made in writing, including by electronic means (email, PDF, or other electronic text format).

8.5 Notices

8.5.1 All notices under this Agreement shall be given in writing or by email to the last communicated or available address of the respective Party. Notices to the Company shall be addressed to compliance@crowdhive.com.

8.6 Severability

8.6.1 If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, the remaining provisions shall remain in full force and effect, mutatis mutandis.

8.7 Electronic Execution

8.7.1 The Investor may accept this Agreement by confirming it through the relevant functionality on the Platform (electronic signing). Signatures transmitted electronically (including in PDF format) shall have the same legal effect as original handwritten signatures.

8.8 Governing Law and Jurisdiction

8.8.1 This Agreement is governed by and shall be construed in accordance with the substantive laws of Switzerland, excluding the Swiss conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

8.8.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be the ordinary courts of the City of Zug, Switzerland, subject to any mandatory provisions of applicable law that grant the Investor the right to bring proceedings before the courts of the Investor's domicile.

8.9 Data Protection

8.9.1 In connection with collection and Enforcement Measures, the Company discloses to debt collection agencies, legal counsel, courts, and enforcement authorities only the personal data necessary for the recovery of the Claim, in accordance with the FADP, where applicable the GDPR, and the Company's Privacy and Cookies Policy, available on the Platform. Reports of payment defaults to credit reference agencies are made only after reasonable reminder procedures have been exhausted.

9. Signatures

This Agreement has been executed in two original counterparts, one for each Party.

For and on behalf of Bellavista Invest One AG

Date: ______________________________

Signature: ______________________________

Name: ______________________________

Function: ______________________________

The Investor

Date: ______________________________

Signature: ______________________________

Name: ______________________________

Function: ______________________________