Bellavista Invest One AG

Loan Agreement

(Template – Company / Borrower)

www.crowdhive.com

Aegeristrasse 64, 6300 Zug, Switzerland

SRO Membership: VQF (active)

CONFIDENTIAL

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LOAN 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

[Borrower's Legal Name], a legal entity incorporated under the laws of [Country], with registered office at [Address], [Postal Code] [City], [Country], registered under number [Registration Number]

hereinafter the "Borrower"

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

pertaining to the project

[Project Name, Project Number]

hereinafter the "Project"

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. The Borrower has submitted the Project to the Company for financing through the Platform and wishes to raise the loan amount from investors via the Platform.

C. The Company has reviewed and accepted the Project for listing on the Platform and, for this purpose, the Parties have concluded an Investment Project Acceptance and Confirmation Agreement, which sets out the key terms of the Project and of the loan.

D. The Parties wish to conclude this Loan Agreement in order to set out the terms and conditions of the loan between the Company and the Borrower, which shall take effect in the event that the Project receives sufficient funding from investors through the Platform.

NOW, THEREFORE, on the basis of the Investment Project Acceptance and Confirmation Agreement, 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 and the Investment Project Acceptance and Confirmation Agreement. The following terms shall have the specific meanings set out below:

"Agreement" means this Loan Agreement, including any annexes and amendments thereto.

“Assignment Agreement” means the Claim Purchase and Assignment Agreement concluded between the Company and each investor participating in the Project, by which the Company assigns its loan claims against the Borrower to the investors.

“Borrower” means the legal person (entity) identified in the header of this Agreement to whom the Company grants the loan for the Project. Natural persons are not accepted as Borrowers.

“Declaration of Successful Funding” means the formal declaration by the Company that the Target Amount for the Project has been reached within the Offer Period and that all investor funds in the Target Amount are available to the Company for the Project.

“Event of Default” means any of the events set out in Section 8 of this Agreement.

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

“Loan Amount” means the principal amount of the loan to be granted by the Company to the Borrower for the Project, as defined in the Project Acceptance Agreement.

“Maturity Date” means the date on which the outstanding Loan Amount becomes due and repayable, as defined in the Project Acceptance Agreement.

“Offer Period” means the period during which the Project is published on the Platform for funding by investors, as defined in the Project Acceptance Agreement.

“Project Acceptance Agreement” means the Investment Project Acceptance and Confirmation Agreement concluded between the Company and the Borrower, establishing the key terms of the Project and of the loan.

“Reserve Fund Allocation” means the portion of the Loan Amount allocated to the Reserve Fund upon disbursement, as defined in the Project Acceptance Agreement.

“Success Fee” means the commission payable to the Company in connection with the successful funding of the Project, as defined in the Project Acceptance Agreement.

“Target Amount” means the total amount of funding sought for the Project, as published on the Platform and defined in the Project Acceptance 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 governs the terms and conditions of the loan granted by the Company to the Borrower for the Project. The Borrower shall repay the Loan Amount to the Company, together with the interest set out in advance, and the Company shall transfer such repayments to the investors in proportion to their respective contributions in accordance with the Assignment Agreements concluded between the Company and each investor.

2.2 This Agreement also sets out the assignment of the Company’s loan claims to the investors and the role of the Company as collection and paying agent in respect of the loan.

2.3 This Agreement is based on the Project Acceptance Agreement previously concluded between the Parties, which sets out the key terms of the loan. The key terms defined in the Project Acceptance Agreement are binding for this Agreement.

2.4 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.

2.5 This Agreement forms part of the integrated contractual framework governing the financing of the Project, together with the Project Acceptance Agreement, the Assignment Agreements, and the Debt Collection Procedure Agreement.

3. Conditions Precedent

3.1 This Agreement is concluded under a suspensive condition. The obligations of the Parties under this Agreement, in particular the obligation of the Company to disburse the Loan Amount, shall become effective only upon the fulfilment of the condition precedent set out in Section 3.2.

3.2 The condition precedent is satisfied when the Target Amount of the Project is reached within the Offer Period and all investor funds in the Target Amount are available to the Company for the Project. Upon satisfaction of this condition, the Company shall issue the Declaration of Successful Funding.

3.3 The Declaration of Successful Funding simultaneously realises the suspensive effect of this Agreement and of the Assignment Agreements concluded between the Company and the investors of the Project.

3.4 If the condition precedent is not fulfilled by the end of the Offer Period (including any extension mutually agreed by the Parties in accordance with the Project Acceptance Agreement), this Agreement shall become null and void, and the Company shall have no obligation whatsoever towards the Borrower in respect of the Project under this Agreement.

4. Disbursement of the Loan

4.1 Subject to the terms of this Agreement and the fulfilment of the condition precedent set out in Section 3, the Company shall grant the Borrower a loan in the Loan Amount as defined in the Project Acceptance Agreement.

4.2 The Company shall pay the Loan Amount, less the Success Fee and the Reserve Fund Allocation as defined in the Project Acceptance Agreement, to the Borrower within one (1) Working Day of the day on which the Company issues the Declaration of Successful Funding.

4.3 The funds shall be transferred to the Borrower from the Company's segregated account by targeted wire transfer to the Borrower's bank account specified in Annex A of the Project Acceptance Agreement.

4.4 The Borrower may use the Loan Amount solely for the purposes defined in the Project Acceptance Agreement and disclosed on the Platform.

5. Assignment, Transferability and Certification

5.1 The Borrower acknowledges and agrees that the Company shall assign its claims to interest and repayment of the Loan Amount under this Agreement to the investors of the Project, in proportion to their respective contributions, in accordance with the Assignment Agreement concluded between the Company and each investor.

5.2 The loan and the claims arising under this Agreement are not issued as certificates or uncertificated securities (Wertrechte) within the meaning of Article 973c of the Swiss Code of Obligations (CO). The claims constitute ordinary contractual receivables.

5.3 The transfer of the claims does not require the consent or approval of the Borrower and may be effected by written deed of assignment in accordance with Articles 164 et seq. CO.

5.4 The Company, in its capacity as collection and paying agent, shall maintain a register of the beneficiaries of the claims for the Project.

6. Interest, Term and Repayment

6.1 Interest

6.1.1 The loan bears interest at the fixed interest rate defined in the Project Acceptance Agreement and disclosed on the Platform for the Project. Interest accrues from (but excluding) the day on which the Company issues the Declaration of Successful Funding until (and including) the Maturity Date, in accordance with the payment schedule defined in the Project Acceptance Agreement.

6.1.2 Interest on the loan is computed on the basis of a 360-day year of twelve 30-day months, unless otherwise specified in the Project Acceptance Agreement and disclosed on the Platform.

6.2 Repayment

6.2.1 Due to the assignment of the claims to the investors, the Borrower may make loan repayments solely to the Company, and only such repayments shall have discharging effect.

6.2.2 Unless previously redeemed, the Borrower undertakes to repay the full outstanding Loan Amount at par, without further notice, on the Maturity Date as defined in the Project Acceptance Agreement. Any third-party costs or fees in connection with repayment shall be borne by the Borrower.

6.3 Early Repayment

6.3.1 The Borrower is entitled to prepay the Loan Amount prior to the Maturity Date, in full or in part, without break fees or penalties, unless otherwise agreed in the Project Acceptance Agreement.

6.3.2 In the case of early repayment, interest shall be payable for a minimum accrual period of three (3) months from the day of the Declaration of Successful Funding, irrespective of the actual date of repayment.

6.3.3 In the case of partial early redemption, the process must be coordinated with the Company with prior written notice of not less than thirty (30) calendar days.

6.4 Continued Interest Accrual

6.4.1 If and to the extent that the Loan Amount is not repaid when due, interest shall continue to accrue on the outstanding amount until (and including) the day on which the Loan Amount is repaid in full.

7. Payments

7.1 Payment Mechanics

7.1.1 On each payment date defined in the Project Acceptance Agreement, the Borrower shall pay the periodic instalments (interest and, where applicable, amortisation) by payment transfer to the Company.

7.1.2 The amounts required for payments in respect of the loan shall be made available by the Borrower in good time and in the currency of the Loan Amount, and shall be placed at the free disposal of the Company as paying agent on behalf of the claim holders. Such payments shall be made to the Company account notified to the Borrower for the Project.

7.1.3 If the due date for any payment by the Borrower does not fall on a Working Day, the Borrower undertakes to effect payment for value on the Working Day immediately following such due date, and the claim holders shall not be entitled to any additional sum in relation thereto.

7.2 Discharging Effect

7.2.1 The receipt by the Company of the due and punctual payment of the funds as provided above shall release the Borrower from its payment obligations under this Agreement to the extent of such payments.

8. Events of Default and Enforcement

8.1 If the Borrower is late with an instalment payment, the Borrower shall be in default without further notice.

8.2 If any of the following events occurs, the Company shall have the right, but not the obligation, to declare on behalf of the claim holders the outstanding Loan Amount immediately due and repayable at par, plus accrued interest. An Event of Default may be:

- **(a)** a failure by the Borrower to pay principal and/or interest when due, where such failure continues for a period of sixty (60) calendar days; or
- **(b)** any other present or future indebtedness of the Borrower for or in respect of borrowed money is not paid when due (otherwise than, where permitted under the terms of the relevant agreement, at the option of the Borrower) and such failure continues for at least five (5) calendar days or any applicable grace period, or becomes due and payable prior to its stated maturity as a result of an event of default (howsoever described), or any security in respect of such indebtedness becomes enforceable, or any guarantee or indemnity in respect of such indebtedness given by the Borrower is not honoured when due and called upon (or within any applicable grace period); or
- **(c)** any guarantee, mortgage, lien, or other encumbrance, present or future, created or assumed by the Borrower becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager, or other similar person, but excluding the serving of a payment order (Zahlungsbefehl)), and any such steps taken are not abandoned or discontinued within twenty (20) calendar days; or
- **(d)** the Borrower is (or is deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts, stops or suspends payment of all or a material part of its debts, proposes or makes a stay of execution, a postponement of payments (Stillhaltevereinbarung), a general assignment, or an arrangement or composition with or for the benefit of its creditors in respect of any such debts, or a moratorium or postponement of payments is agreed or declared in respect of, or affecting, all or a substantial part of (or a particular type of) the debts of the Borrower; or
- **(e)** the Borrower alters its legal or commercial structure through bankruptcy, liquidation, disposal of all or substantially all of its assets, change in the objects of the legal entity and/or its commercial activities, or merger, in so far as the relevant action, in the Company's reasonable opinion, has a material adverse effect on the capacity of the Borrower to meet its obligations under this Agreement, unless the Company considers the situation to be adequately protected by securities created or other steps taken by the Borrower; or
- **(f)** a dissolution or merger involving the Borrower as a result of which the Borrower is not the surviving legal entity, unless the successor legal entity assumes all of the Borrower's liabilities in respect of the loan.

8.3 The Borrower undertakes to inform the Company without delay if any Event of Default has occurred and to provide the Company with all necessary documents and information in connection therewith.

8.4 If an Event of Default occurs, the Company has the right, but not the obligation, on behalf of the claim holders, to (i) initiate the enforcement procedures in respect of the guarantees, mortgages, liens, or other encumbrances provided by the Borrower in accordance with the Project Acceptance Agreement, and/or (ii) serve a written notice of default, the effect of which shall be that the Loan Amount becomes immediately due and payable, plus accrued interest, on the day the default notice is given.

8.5 Any enforcement, collection, and recovery measures following an Event of Default shall be conducted by the Company on behalf of the claim holders in accordance with the Debt Collection Procedure Agreement.

9. Paying, Collection and Collateral Agent

9.1 The Company shall act as paying agent and collection agent in respect of the loan, as further described in the GTC. In this capacity, the Company collects all payments from the Borrower and distributes interest and principal to the claim holders in proportion to their respective contributions.

9.2 The Company shall, on behalf of the investors, act as collateral agent and take all reasonable measures to secure timely and full payment, including enforcement measures and the realisation of any guarantees and security provided by the Borrower in accordance with the Project Acceptance Agreement.

9.3 If, at any time during the entire term of this Agreement, from the Working Day following the full subscription of the Loan Amount until the full repayment of the loan including accrued interest, the Company resigns, becomes incapable of acting as paying and/or collection agent, or is adjudged bankrupt or insolvent, the Company may be substituted as paying and collection agent by a duly licensed Swiss bank or Swiss branch of a foreign bank.

10. Miscellaneous

10.1 Confidentiality

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

10.2 No Assignment

10.2.1 Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. For the avoidance of doubt, the assignment of the claims by the Company to the investors is governed by the Assignment Agreements and is expressly permitted under this Agreement.

10.3 Entire Agreement

10.3.1 This Agreement, together with the Project Acceptance 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.

10.4 Amendments

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

10.5 Notices

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

10.6 Severability

10.6.1 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.

10.7 Electronic Execution

10.7.1 The Borrower 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.

10.8 Governing Law and Jurisdiction

10.8.1 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).

10.8.2 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.

10.9 Data Protection

10.9.1 The Company processes personal data of the Borrower's representatives, beneficial owners, and contact persons in accordance with the FADP and, where applicable, the GDPR, as described in the Company's Privacy and Cookies Policy, available on the Platform. The Borrower confirms that it is authorised to provide such personal data and undertakes to inform the persons concerned of the Privacy and Cookies Policy. The Borrower further acknowledges that, in the event of default, relevant data may be disclosed to debt collection agencies, courts, enforcement authorities, and credit reference agencies in accordance with the Privacy and Cookies Policy and the Debt Collection Procedure Agreement.

11. 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: ______________________________

For and on behalf of the Borrower

Date: ______________________________

Signature: ______________________________

Name: ______________________________

Function: ______________________________