



Declaration of Purchase Yieldfund Series C Non-Transferable Bonds

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Frontpay capital B.V. (Yieldfund)
Hanzeweg 5
7418AW Deventer

Declaration of Purchase Yieldfund Series C Non-Transferable Bonds

Personal details:

Last name:

Given names:

Date of birth:

Address:

Postal Code:

City:

Country:

Phone number:

Identification document:

- Passport Driver's license European identity card

ID document number:

Valid until:



❖ **Signatory** hereby declares that he/she has carefully read and fully understands the information about the Bond Terms relating to the Yieldfund Series C Non-Transferable Bonds and frontpay capital B.V. as published on the website www.yieldfund.com/en, including the accompanying explanatory document.

❖ Signatory agrees, under the terms of the Bond Terms relating to the Yieldfund Series C Non-Transferable Bonds, to purchase a total of [redacted] (minimum 10) Yieldfund Series C Non-Transferable Bonds with a term of [redacted] (1,2 or 3) years. These Yieldfund Series C Non-Transferable Bond(s) will be issued by frontpay capital B.V. to the Bondholder.

❖ The participation amount is **€ 1,000 per Yieldfund Series C Non-Transferable Bond**. Signatory hereby commits to transferring a total amount of € [redacted] (€1,000 multiplied by the number of Yieldfund Series C Non-Transferable Bonds) to frontpay capital B.V. Signatory is aware, and expressly agrees, that for purposes of calculating all amounts due in connection with the Yieldfund Series C Non-Transferable Bond(s), the purchase amount will be converted into USDC at the exchange rate in effect on the date the purchase amount is received by frontpay capital B.V.

Issuance of the Yieldfund Series C Non-Transferable Bonds

Signatory agrees that the Yieldfund Series C Non-Transferable Bond(s) will not be issued until:

- ✓ This Declaration of Purchase has been signed and received by frontpay capital B.V.
- ✓ The full purchase amount has been received by frontpay capital B.V.

Right of Withdrawal

The Signatory has the right to withdraw this Declaration of Purchase within 14 days of signing it, without giving any reason, by providing written notice to frontpay capital B.V. In that case, the purchase is automatically terminated and any purchase amount already paid will be refunded to the Signatory's account from which the original payment was made, minus any interest payments already made by frontpay capital B.V.

Upon repayment, an amount of €495 (in words: four hundred and ninety-five euros) will be deducted for administration costs and other expenses. This deduction applies in the event of early termination of the Purchase of Bond(s) and will be automatically settled with the amount to be repaid.

By signing this Declaration of Purchase, the signatory declares to have taken note of and agree with this arrangement regarding withdrawal and the associated costs.

Risks

Signatory acknowledges that providing a loan involves risks and that there is a chance that frontpay capital B.V. may not be able to fulfill its obligations. In the worst case scenario, frontpay capital B.V. (and its affiliates and companies) may go bankrupt, whereby the obligations may not be fulfilled. The fulfillment of obligations by frontpay capital B.V. is not covered by a guarantee scheme (such as a deposit guarantee scheme).

Additionally, there are specific risks related to (i) the non-transferability of Yieldfund Series C Non-Transferable Bond and (ii) the calculation and payment of Interest Payment and Redemption in USDC, including exchange rate fluctuations and the risks associated with payment via and on a crypto exchange.

Definitions and applicability of terms and conditions

In this Declaration of Purchase, terms beginning with a capital letter have the meaning set forth in the Bond Terms and Conditions relating to the Yieldfund Series C Non-Transferable Bonds of frontpay capital B.V., as established on 12 May 2026, and as they may be amended from time to time. To this Declaration of Purchase, the Bond Terms and Conditions relating to the Yieldfund Series C Non-Transferable Bonds shall apply in full. The Signatory hereby expressly declares that he/she has received the Bond Terms and Conditions relating to the Yieldfund Series C Non-Transferable Bonds and unconditionally and irrevocably agrees to their content and validity.

Governing Law

This Declaration of Purchase Yieldfund Series C Non-Transferable Bonds is governed by Dutch law. Disputes concerning this Declaration of Purchase, including its existence and validity, shall be submitted exclusively to the District Court of Gelderland, location Zutphen.

Signature

Signatory declares by signing that he/she:

- ✓ Has received and understands the Bond Terms and Conditions relating to the Yieldfund Series C Non-Transferable Bonds.
- ✓ Unconditionally agrees to the applicability and validity of the Bond Terms and Conditions relating to the Yieldfund Series C Non-Transferable Bonds.

Signature:

Full name:

Date:

Place:



Terms and Conditions of the **Yieldfund Series C Non-Transferable Bonds** as established on 12 May 2026

1) Applicability of Bond Terms and Conditions

These Bond Terms and Conditions apply to the Yieldfund Series C Non-Transferable Bonds, as issued by frontpay capital B.V. further referred to as Frontpay, trading under the name Yieldfund, during the period from May 12, 2026 to May 12, 2027, and further described in Article 3 of these Bond Terms and Conditions.

The issuance of these Yieldfund Series C Non-Transferable Bonds does not require a prospectus under applicable law, as the Yieldfund Series C Non-Transferable Bonds are not transferable and therefore do not qualify as securities within the meaning of the Dutch Financial Supervision Act.

2) Definitions and Interpretations

Unless the context indicates otherwise, the following definitions and rules of interpretation apply in these Bond Terms and Conditions:

- A reference to an **Article** refers to an article of these Bond Terms and Conditions.
- A reference to **persons** also includes legal entities.
- Designations of a **gender** are considered to apply to all genders.
- The **titles and numbering** of articles are for ease of reference only and do not affect the interpretation of these Bond Terms and Conditions.
- The word **"including"** means: including, but not limited to.
- The word **"or"** (but not "and") means: and/or.

Terms and Definitions

The terms below have the following meanings:

- **Redemption** - Upon redemption of the Yieldfund Series C Non-Transferable Bonds, the fixed amount of USDC will be repaid (in part or in full) to the bondholder regardless of any fluctuation in the value of USDC relative to the euro.
- **Redemption costs** - The costs due to early redemption as referred to in Article 7e.
- **Article** - An article of these Bond Terms and Conditions.
- **Frontpay** - frontpay capital B.V., a private limited liability company, having its registered office in Deventer, located at Hanzeweg 5, 7418 AW Deventer, and registered in the Commercial Register under number 84040823.
- **Term** - The term of the Yieldfund Series C Non-Transferable Bond as referred to in Article 3h.
- **Nominal Value** - €1,000, which Nominal Value on the Issue Date will be expressed in USDC at the rate prevailing on that relevant Issue Date.
- **Yieldfund Series C Non-Transferable Bond** - A Non-Transferable claim of the Bondholder against Frontpay.



- **Bondholder** – The person holding a Yieldfund Series C Non-Transferable Bond
- **Bond Terms and Conditions** – The terms and conditions applicable to the Yieldfund Series C Non-Transferable Bond.
- **Register** – The register of Bondholders.
- **Interest Payment Date** – The first business day of the week in which the interest payment for the previous week is made payable.
- **Interest Payment** – The interest due as referred to in Article 6a.
- **Issuance** – The issuance of Yieldfund Series C Non-Transferable Bonds by Frontpay.
- **Issue Date** – The date of issuance of a Yieldfund Series C Non-Transferable Bonds
- **USDC** – The USDC stablecoin cryptocurrency.
- **Declarations of Purchase of Yieldfund Series C Bond Non-Transferable Bond** – The Declarations of Purchase regarding the Yieldfund Series C Non-Transferable Bond, which forms an integral part of these Bond Terms and Conditions.

3) Issuance of Yieldfund Series C Non-Transferable Bonds

- a) Issuance will take place during the period from May 12, 2026 to May 12, 2027 or until the maximum number of of 15,000 Yieldfund Series C Non-Transferable Bonds to be issued is reached, whichever occurs first.
- b) The minimum participation amounts to ten Yieldfund Series C Non-Transferable Bonds.
- c) The Nominal Value is denominated in USDC. The Parties explicitly agree that all amounts owed between Frontpay and the Bondholder under the Yieldfund Series C Non-Transferable Bond(s), such as Interest Payment(s), Redemption(s), and Redemption costs, shall be denominated in USDC, calculated based on the Nominal Value (reduced by any Redemptions), and paid in USDC.
- d) The Issuance will take place when:
- ✓ The Declarations of Purchase has been signed and received by Frontpay.
 - ✓ The full purchase amount has been received by Frontpay within two business days of receipt of the signed Statement of Purchase.
- e) Frontpay does not charge the Bondholder any fees.
- f) Frontpay maintains a Register of all Bondholders. No bond certificates are issued of the Yieldfund Series C Non-Transferable Bonds.
- g) The Yieldfund Series C Non-Transferable Bonds is deemed to be issued on the Issue Date. Upon issuance of a Yieldfund Series C Non-Transferable Bond, the Bondholder will receive from Frontpay a copy of its entry in the Register.
- h) The Term of the Yieldfund Series C Non-Transferable Bond shall be, at the option of the Bondholder, 1, 2 or 3 years from the Issue Date.



4) Status of the Yieldfund Series C Non-Transferable Bonds

Frontpay's obligations under the Yieldfund Series C Non-Transferable Bond constitute only direct obligations of Frontpay to the Bondholder. In no way shall any other body of Frontpay or other stakeholder be liable for any performance by Frontpay of its obligations to the Bondholder under the Yieldfund Series C Non-Transferable Bond. The Yieldfund Series C Non-Transferable Bonds rank equally among themselves and with respect to each other, without any difference in priority or preference.

5) Administration of the Yieldfund Series C Non-Transferable Bonds; Register

a) Administration of the Yieldfund Series C Non-Transferable Bonds shall be provided by Frontpay, except as otherwise provided in or pursuant to these Bond Terms and Conditions.

b) Frontpay maintains the Register which includes:

- the name and address of the Bondholder;
- an e-mail address of Bondholder;
- the wallet address of the Bondholder;
- the number of Yieldfund Series C Non-Transferable Bonds;
- the Term;
- the Issue Date.

c) The Register shall be maintained at Frontpay's registered office. Frontpay shall make the necessary amendments to the Register.

d) The Register is updated on a regular basis. Any entry or amendment to the Register shall be signed by the director of Frontpay. The Bondholder of the Yieldfund Series C Non-Transferable Bonds are required to ensure that their details as referred to in Article 5b of these Bond Terms and Conditions are known to Frontpay.

e) Upon written request of a Bondholder to Frontpay, Frontpay shall provide to such Bondholder of Yieldfund Series C Non-Transferable Bond a personal extract from the Register.

g) Frontpay is authorized, if in its sole judgment it is more efficient, to outsource to an affiliated group company the performance of its administration obligations as contained, inter alia, in this Article 5b.



6) Interest Payment

a) Interest is payable on each Yieldfund Series C Non-Transferable Bond on the Nominal Value, or the remaining part thereof in case of early redemption as referred to in Article 7b. The interest rate shall be determined by reference to the term of the Yieldfund Series C Non-Transferable Bond, as outlined below:

- 1 year: 2% per calendar month
- 2 years: 3% per calendar month
- 3 years: 4% per calendar month

b) Frontpay reserves the right to amend the Interest Rate referred to in Article 6a if, in its reasonable opinion, such amendment is necessary. If Frontpay decides to adjust the Interest Rate in accordance with the preceding sentence, the Investor shall have the right to terminate the Agreement and demand repayment of the Nominal Value, or the remaining portion thereof in case part of the Yieldfund Series C Non-Transferable Bond has been redeemed early, without deduction of Redemption Costs. The provisions of Article 7c shall not apply in that case.

c) The Interest Payment is calculated weekly in arrears and paid on the Interest Payment Date, which is the first business day of the following week.

d) Transaction costs are charged when the weekly Interest Payment is paid; these are variable and are deducted from the payable Interest Payment.

e) In the event Frontpay's liquidity position is, in its sole judgment, insufficient to pay the Interest Payment on the Interest Payment Date, payment of the Interest Payment will be postponed. The payment obligation will be suspended until Frontpay is able to make the Interest Payment. If the interest payment is suspended, the Redemption Date of the Non-Transferable Bond(s) is automatically extended by the period of the suspension. In case the Bondholder does not agree with the extension of the Term, the Bondholder has the right to demand Redemption, without Frontpay being entitled to charge Redemption Costs. The provisions of Article 7c shall not apply in that case.

f) The Yieldfund Series C Non-Transferable Bond shall cease to bear Interest until the date on which all amounts due in respect of the Yieldfund Series C Non-Transferable Bond have been paid.

7) Redemption; early repayment

a) Redemption at the end of the Term.

The Yieldfund Series C Non-Transferable Bond will be redeemed by Frontpay to the Bondholder at the end of the Term within a period of five (5) business days after the Term has expired.

b) Early Redemption by Frontpay

Frontpay has the option to redeem the Yieldfund Series C Non-Transferable Bonds early, in whole or in part, at any time.

In the event of early redemption, Frontpay will repay the Nominal Value (in whole or in part) to the Bondholder.

No Redemption Costs will be charged by Frontpay in the case of early redemption initiated by Frontpay.

c) Early Redemption at the request of the Bondholder

The Bondholder may request early redemption of the Yieldfund Series C Non-Transferable Bond at any time before the end of the applicable Term.

Frontpay is not obliged to approve the Bondholder's request for early redemption. Frontpay may refuse the request without giving any reason.

If Frontpay agrees to the early redemption, Frontpay will pay out the Nominal Value, or the remaining part thereof in case of partial early redemption of the Yieldfund Series C Non-Transferable Bond, less the Redemption Costs.

Upon repayment, an amount of €495 (in words: four hundred and ninety-five euros) will be deducted for administration costs and other expenses. This deduction applies in the event of early termination of the Purchase of Bond(s) and will be automatically settled with the amount to be repaid.

By signing this Declaration of Purchase, the signatory declares to have taken note of and agree with this arrangement regarding early redemption and the associated costs.

d) Early Redemption in the event of death of the Bondholder

In the event of the death of the Bondholder, all rights and obligations arising from the Yieldfund Series C Non-Transferable Bond shall automatically pass to the Bondholder's legal successor(s). If the Bondholder's legal successor(s) request early redemption within three (3) months of the Bondholder's death, Frontpay will honor this request and, notwithstanding Article 7c, will not charge any Redemption Fees, or (other) administrative fees or other expenses.

e) Redemption costs

The Redemption Costs on early Redemption is equal to the Interest Payment received by the Bondholder during the term of the Bond.

However, the Redemption Costs will never exceed the Nominal Value, or the balance thereof if any portion of the Yieldfund Series C Non-Transferable Bond is redeemed early.

f) Liquidity upon Redemption

If, in Frontpay's sole opinion, its liquidity position is insufficient to fulfill any Redemption, the Redemption may be postponed and shall be paid as soon as possible thereafter.

g) Maturity of a Yieldfund Series C Non-Transferable Bond

A Yieldfund Series C Non-Transferable Bond matures if, for any reason, it has been fully redeemed.



8) Payments

- a) Payment of Interest Payment and Redemption will be made in USDC.
- b) Payments shall be deemed to have been made first (i) in satisfaction of Interest Payment that has become due but unpaid and thereafter (ii) in redemption of the Nominal Value, all subject to the other provisions of Article 6:44 of the Civil Code.
- c) Frontpay is entitled, upon payment of any Redemption, to (re)determine and verify the identity of the Bondholder.

9) Taxes

All payments in connection with Yieldfund Series C Non-Transferable Bonds by or on behalf of Frontpay shall be made without withholding or deduction for or on account of present or future taxes, levies, assessments or (other) governmental charges of any kind (taxes), unless the withholding or deduction of taxes is required by law. In such case, Frontpay will process the required withholding or deduction of taxes for the Bondholder's account.

10) Non-Transferability of the Yieldfund Series C Bond(s)

a) Prohibition on transfer and encumbrance

The Yieldfund Series C Bonds are non-transferable and non-tradable.

The Bondholder is not permitted to sell, transfer, assign, dispose of, pledge, or otherwise encumber the Yieldfund Series C Non-Transferable C Bonds, or any rights or claims arising therefrom, nor to create any limited right thereon.

b) Consequences of non-transferability

The Bondholder acknowledges and accepts that the non-transferable nature of the Yieldfund Series C Non-Transferable Bonds entails, inter alia, the following consequences:

- **Lack of liquidity:** The Bondholder cannot liquidate the Yieldfund Series C Non-Transferable Bonds prior to maturity through a secondary market or by sale to third parties. Accordingly, the Bondholder is committed to the full selected term of the Yieldfund Series C Non-Transferable Bonds.
- **No collateral:** As the Yieldfund Series C Non-Transferable C Bonds are non-tradable, they cannot be used as collateral for financing purposes.
- **Exclusion of third parties:** Frontpay shall recognize only the original Bondholder (or its successors under universal title, such as heirs) as the lawful creditor. Interest Payments and Redemption shall be made exclusively to the registered Bondholder.

c) No listing or market

The Yieldfund Series C Non-Transferable Bonds are not listed on a regulated market, and Frontpay will not maintain any other market for the Yieldfund Series C Non-Transferable Bonds.



11) Events of Default

Notwithstanding Article 7(a), the Yieldfund Series C Non-Transferable Bond shall become immediately due and payable, and Frontpay shall be in default:

(a) If Frontpay is culpably in default in the performance of any obligation under the Yieldfund Series C Non-Transferable Bond and the default continues for a period of at least ninety (90) days after Frontpay has received notice by registered mail from the Bondholder establishing such default; or

(b) if Frontpay is declared bankrupt or granted suspension of payments, or is dissolved, liquidated and/or wound up (including to the extent that it is done in connection with a reorganization or merger).

A shortcoming referred to in Article 11 is not attributable, and Frontpay will not be in default, if the shortcoming is not due to its fault and is not for its account under the law, legal act or generally accepted practice. Not attributable are in any case, but not exclusively, shortcomings of Frontpay that are caused by:

- Natural disasters, war, terrorist attacks, pandemics;
- Decisions or measures by governmental authorities;
- Technical failures and security incidents beyond Frontpay's control, such as hacks, cyberattacks, or other forms of unauthorized access to or compromise of systems or networks, whether occurring at Frontpay or its partners.

12) Notices

a) All notices by Frontpay to the Bondholders shall be in writing and shall be valid if sent to the addresses of the individual Bondholders, as listed in the Register. For this purpose, written also means an electronically transmitted legible and reproducible message to the e-mail address listed in the Register.

b) Notices by Bondholders to Frontpay must be made in writing and sent to the following address:

frontpay capital B.V. (Yieldfund)
Hanzeweg 5
7418 AW Deventer
Email: info@yieldfund.com

13) Amendment of the Bond Terms and Conditions

Frontpay may decide to modify these Bond Terms and Conditions without the consent of the Bondholders, if at the sole discretion of Frontpay (i) it concerns changes of a non-material nature and / or if it concerns changes of a formal, subordinate and / or technical nature that do not harm the interests of the Bondholders, or (ii) the applicable laws and / or regulations require modification of the Bond Conditions. The Bondholders will be informed in writing of any amendments to the Bond Terms and Conditions.

14) Applicable law

a) The Yieldfund Series C Non-Transferable Bonds and the Bond Terms and Conditions are governed exclusively by Dutch law.

b) All disputes in connection with or arising out of the Yieldfund Series C Non-Transferable Bonds, including disputes concerning the existence and validity thereof, shall be settled exclusively by the Gelderland District Court, Zutphen location.