

## General Terms and Conditions – Yieldfund Bonds

### Article 1 – Applicability

1. These general Terms and Conditions contain a summary of the provisions applicable to multiple Yieldfund Bond issuances (Series) by frontpay capital B.V. (trading under the name Yieldfund) as of February 2026.

Please note: This summary provides only a general overview of the applicable Terms and Conditions and is intended solely for general informational purposes. No rights may be derived from this summary. For the full and legally binding provisions, reference is made to the specific Terms applicable to each individual Series, which are available below:

[Terms and Conditions Series C – Yieldfund](#)

[Terms and Conditions Series BI – Yieldfund](#)

2. There is no prospectus requirement for the offering of these Yieldfund Bonds.

### Article 2 – Definitions

In these general Terms and Conditions, the following Terms have the meanings assigned below:

- **Redemption** – Upon redemption of the Yieldfund Bonds, the fixed amount of USDC (in full or in part) will be repaid to the Bondholder, regardless of any fluctuations in the value of USDC relative to the euro.
- **Redemption Costs** – The redemption costs are equal to the Interest Payments received by the Bondholder during the Term of the Bond.
- **Frontpay** – frontpay capital B.V., a private limited liability company, with its registered office in Deventer, located at Hanzeweg 5, 7418 AW Deventer, and registered with the Chamber of Commerce under number 84040823.
- **Term** – The Term of a Yieldfund Bond is, at the discretion of the Bondholder, 1, 2, or 3 years, calculated from the Issue Date.

**Attention! This investment falls outside AFM supervision. No prospectus required for this activity.**



- **Nominal Value** – the principal amount of the relevant Yieldfund Bond, which Nominal Value on the Issue Date will be expressed in USDC at the rate prevailing on that relevant Issue Date.
- **Yieldfund Bond** – A registered claim of the Bondholder against Frontpay.
- **Bondholder** – The individual or entity holding one or more Yieldfund Bonds.
- **Bond Terms and Conditions** – The relevant Terms and Conditions applicable to the Yieldfund Bond.
- **Register** – The administrative record of bondholders, maintained by Frontpay.
- **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 5.1.
- **Series** – A series of Yieldfund Bonds with the same Nominal Value and Bond Terms and Conditions as those issued during a specific period.
- **Issuance** – The issuance of Yieldfund Bonds by Frontpay.
- **Issue Date** – The date of issuance of a Yieldfund Bond.
- **USDC** – The cryptocurrency stablecoin USDC.
- **Declaration of Purchase – Yieldfund Bond** – The Declaration of Purchase relating to the Yieldfund Bond, which forms an integral part of the applicable Bond Terms and Conditions for the relevant Series.

### Article 3 – Issuance and Subscription

1. Yieldfund Bonds are issued in various Series. These Series are structured based on the Nominal Value, the minimum number of Yieldfund Bonds that must be purchased, the total number of Yieldfund Bonds to be issued per Series, and other characteristics, as set forth in the applicable Bond Terms and Conditions.
2. A Bondholder must purchase a minimum number of Yieldfund Bonds at the initial subscription, depending on the Series in which the issuance takes place.
3. No Yieldfund Bond certificates will be issued; registration will occur in the Register.
4. A Yieldfund Bond will be issued when:
  - ✓ The Declaration of Purchase has been signed and received by Frontpay
  - ✓ The full purchase amount has been received by Frontpay within two business days after receipt of the signed Declaration of Purchase.
5. Frontpay does not charge the Bondholder any fees.

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#### **Article 4 – Administration of Yieldfund Bonds; Register**

1. Frontpay maintains a Register with the details of the Bondholders.
2. Changes in (personal) details must be submitted in writing.
3. Frontpay will provide an extract from the Register upon request.

#### **Article 5 – Interest Payment**

1. Each Yieldfund Bond accrues interest on the Nominal Value, or the remaining portion thereof in the event of partial early redemption. The interest rates are as follows:

- \* 2% per calendar month for a 1-year Term.
- \* 3% per calendar month for a 2-year Term.
- \* 4% per calendar month for a 3-year Term.

2. Interest is paid weekly in arrears in USDC, after deduction of transaction costs, on the Interest Payment Date.
3. Frontpay reserves the right to amend the Interest Rate referred to in Article 5.1 if, in its reasonable opinion, such amendment is necessary.
4. If Frontpay has insufficient liquidity, interest payments may be suspended, and the Term will be automatically extended.

#### **Article 6 – Redemption and Early Redemption**

1. Redemption will generally occur within five (5) business days following the end of the Term.
2. Frontpay may opt for early redemption at its sole discretion.
3. A Bondholder may request early redemption, but Frontpay may refuse such a request without giving any reason.
4. In the case of early redemption, redemption costs (equal to the Interest Payments received) and implementation costs may be charged.

#### **Article 7 – Payments and Taxes**

1. Payment of Interest Payment and Redemption will be made in USDC.
2. Frontpay will apply deductions or taxes in accordance with legal requirements.

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## Article 8 – Transfer of Bonds

### 1. Transfer of Series B Yieldfund Bonds

Bonds issued under Series B1 are transferable. A transfer may only take place by private deed and written notice to Frontpay.

The transfer shall only have legal effect vis-à-vis Frontpay after Frontpay has acknowledged the transfer in writing.

### 2. Non-Transferability of Series C Yieldfund Bonds

Yieldfund Bonds issued under Series C are non-transferable and non-negotiable.

The Bondholder is not permitted to sell, transfer, dispose of, pledge, or in any other way encumber or encumber with a limited right the Series C Yieldfund Bonds or the rights and claims arising therefrom.

### 3. No Listing and No Secondary Market

Yieldfund Bonds are not listed on a regulated market, and Frontpay will not maintain a market for the Yieldfund Bonds.

## Article 9 – Default and Risks

1. Default occurs if:

- Frontpay fails to meet its obligations and does not remedy the default within 90 days after a written notice of default.
- Frontpay is declared bankrupt or granted suspension of payment.

2. The Bondholder acknowledges that investing in Yieldfund Bonds carries risks, including the risk of losing the investment.

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### **Article 10 – Amendment of Terms**

Frontpay may amend the relevant Bond Terms and Conditions, provided the changes do not adversely affect Bondholders or are required by law.

### **Article 11 – Governing Law and Disputes**

1. The relevant Bond Terms and Conditions are governed exclusively by Dutch law.
2. Any disputes shall be submitted exclusively to the District Court of Gelderland, location Zutphen.

### **Article 12 – Notices**

1. Frontpay communicates with bondholders in writing or via email.
2. Notices to Frontpay must be addressed to:

Frontpay capital B.V. (trading as Yieldfund)  
Hanzeweg 5, 7418 AW Deventer  
Email: [info@yieldfund.com](mailto:info@yieldfund.com)

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