



Declarations of Purchase Yieldfund Series B1

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

Declaration of Purchase Yieldfund Series B1 Bonds

Personal details:

Last name:

Given names:

Date of birth:

Address:

Zip Code:

City:

Country:

Phone number:

Identification document:

☐ Passport ☐ Driver's license ☐ European identity card

Document number:

Valid until:

❖ **Signatory hereby** declares that he/she has carefully read and fully understands the information about the Bond Terms and frontpay capital B.V. as published on the website www.yieldfund.com/en, including the information document.

❖ Signatory agrees, under the terms of the Yieldfund Series B1 Bond Terms, to purchase a total of (minimum 100) Yieldfund Series B1 Bond(s) with a maturity of (1,2 or 3) years. These Yieldfund Series B1 Bond(s) will be issued by frontpay capital B.V. to the Bondholder.

The participation amount is **€ 1,000 per Yieldfund Series B1 Bond**. Signatory hereby commits to transferring a total amount of € (€1,000 multiplied by the number of bonds) to frontpay capital B.V. Signatory is aware, and expressly agrees, that for purposes of calculating all amounts due in connection with the Series B1 Yieldfund 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 Bonds

Signatory agrees that the Yieldfund Series B1 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 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 Yieldfund Series B1 Bond Terms and Conditions of frontpay capital B.V., as established on 1 February 2026, and as they may be amended from time to time. To this Declaration of Purchase, the Bond Terms and Conditions shall apply in full. The Signatory hereby expressly declares that he/she has received the Bond Terms and Conditions and unconditionally and irrevocably agrees to their content and validity.

Governing Law

This Declaration of Purchase Yieldfund Series B1 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.
- ✓ Unconditionally agrees to the applicability and validity of the Bond Terms and Conditions.

Signature:

Full name:

Date:

Place:

Terms and Conditions of the Yieldfund Series B1 Bonds as established on 1 February 2026

1) Applicability of Bond Terms and Conditions

These Bond Terms and Conditions apply to the Yieldfund Series B1 Bonds, as issued by frontpay capital B.V. further referred to as Frontpay, trading under the name Yieldfund, as of 1 February 2026, and further defined in Article 3 of these Bond Terms and Conditions.

No prospectus requirement applies to the issuance of these Yieldfund Series B1 Bond(s).

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 B1 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 B1 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 B1 Bond** – A registered claim of the Bondholder against Frontpay.

- **Bondholder** – The person holding a Yieldfund Series B1 Bond.
- **Bond Terms and Conditions** – The terms and conditions applicable to the Yieldfund Series B1 Bonds.
- **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 B1 Bonds by Frontpay.
- **Issue Date** – The date of issuance of a Yieldfund Series B1 Bond.
- **USDC** – The USDC stablecoin cryptocurrency.
- **Statement of Purchase of Yieldfund Series B1 Bond** – The statement of Purchase regarding the Yieldfund Series B1 Bond, which forms an integral part of these Bond Terms and Conditions.

3) Issuance of Yieldfund Series B1 Bonds

- a) A maximum total of 15.000 Yieldfund Series B1 Bonds will be issued in the amount of the Nominal Value each.
- b) The minimum participation amounts to ten Yieldfund Series B1 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 B1 Bond, 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 Statement 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 B1 Bonds.
- g) The Yieldfund Series B1 Bond is deemed to be issued on the Issue Date. Upon issuance of a Yieldfund Series B1 Bond, the Bondholder will receive from Frontpay a copy of its entry in the Register.
- h) The Term of the Yieldfund Series B1 Bond shall be, at the option of the Bondholder, 1, 2 or 3 years from the Issue Date.

4) Status of the Yieldfund Series B1 Bonds

Frontpay's obligations under the Yieldfund Series B1 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 B1 Bond. The Yieldfund Series B1 Bonds rank equally among themselves and with respect to each other, without any difference in priority or preference.

5) Administration of the Yieldfund Series B1 Bonds; Register

a) Administration of the Yieldfund Series B1 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 B1 Bonds;
- the Term;
- the Issue Date.

The Register shall also include the names and addresses of any pledgees and usufructuaries of Yieldfund Series B1 Bonds, stating the number of Yieldfund Series B1 Bonds to which they have rights and the date on which they acquired their rights.

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 and any usufructuaries / pledgees of the Yieldfund Series B1 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) Each Bondholder, usufructuary and pledgee of Yieldfund Series B1 Bonds is required to notify Frontpay in writing of any changes in the data referred to in this Article 5b. Consequences resulting from or related to any failure by a Bondholder, usufructuary or pledgee of the Series B1 Yieldfund Bonds to make the aforementioned notification(s), incorrectly or timely, shall be for the account and risk of the relevant Bondholder, usufructuary or pledgee of the Yieldfund Series B1 Bonds and cannot be held against Frontpay.

f) Upon written request of a Bondholder usufructuary or pledgee of a Yieldfund Series B1 Bond to Frontpay, Frontpay shall provide to such Bondholder, usufructuary or pledgee of the Yieldfund Series B1 Bond a personal extract from the Register.

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 B1 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 B1 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 B1 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 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 B1 Bond shall cease to bear Interest until the date on which all amounts due in respect of the Yieldfund Series B1 Bond have been paid.

7) Redemption; early repayment

a) Redemption at the end of the Term.

The Yieldfund Series B1 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 B1 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 Serie B1 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 Serie B1 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, the Declaration of Purchase of Series B1 Bonds and the accompanying Bond Terms and Conditions shall remain in full force and effect. All rights and obligations under the Series B1 Bond Purchase Declaration and the accompanying Bond Terms and conditions shall be transferred by operation of law to the Bondholder's legal successors under general title.

In the event of early redemption, at the request of the Bondholder, Frontpay will repay the Nominal Value (in part or in full) to the Bondholder. In the event of early redemption due to the death of the Bondholder, Frontpay will not charge any Redemption Costs, administration costs 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 B1 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.

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 shall be entitled to (re)establish and verify the identity of the Bondholder and/or any other party claiming payment of any Redemption or Interest Payment upon payment of any Redemption.

9) Taxes

All payments in connection with Yieldfund Series B1 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) Transfer

- a) The Bond may be transferred by a private deed for that purpose and written notice thereof to Frontpay. The transfer shall take effect with respect to Frontpay only after Frontpay has acknowledged the transfer in writing. Notice of the communication and acknowledgement shall be made by Frontpay in the Register.
- b) The provisions of Article 10a shall apply mutatis mutandis in case of establishment of a right of usufruct or establishment of a pledge by a Bondholder on the Yieldfund Series B1 Bond(s) held by him.
- c) The Yieldfund Series B1 Bonds will not be listed on a regulated market and no market will be maintained in the Yieldfund Series B1 Bonds by Frontpay.

11) Events of Default

Notwithstanding Article 7(a), the Yieldfund Series B1 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 Bond Series B1 Yieldfund 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) Meeting of Bondholders hereinafter referred to as Investors meeting

a) Frontpay will hold Investors meetings, at a location and date yet to be determined, where it will inform the Bondholders about the course of business regarding Yieldfund and Frontpay.

b) Frontpay will notify Yieldfund Series B1 Bondholders of the Investors Meeting in a timely manner, at least 10 days in advance. The invitation will be sent to the email address listed in the Register and will include the location, time and agenda of the meeting.

13) 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

14) 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.

15) Applicable law

a) The Yieldfund Series B1 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 B1 Bonds, including disputes concerning the existence and validity thereof, shall be settled exclusively by the Gelderland District Court, Zutphen location.