Some Key Conditions – Yieldfund Bonds

Article 1 – Applicability

1. These general terms and conditions contain a summary of the provisions applicable to multiple bond issuances (Series) by frontpay management B.V. and frontpay capital B.V. (trading under the name Yieldfund) as XX XXXX 2026. The information presented refers to the general terms that are largely the same across the different Series.

Please note: these general terms and conditions are abbreviated and provided solely for general informational purposes. 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 A2 – Yieldfund
Terms and Conditions Series B1 – Yieldfund

2. In the event of inconsistencies or deviations between these general terms and the specific terms of a Series, the terms of the respective Series shall prevail.

3. There is no prospectus requirement for the offering of these 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 management B.V. (CoC 96407344) / frontpay capital B.V. (CoC 84040823), both a private limited liability company, with its registered office in Deventer, located at Hanzeweg 5, 7418 AW Deventer.
- **Investment Date** – The date on which the purchase amount is received by Frontpay.
- **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** – € xxxx, which Nominal Value on the Investment Date will be expressed in USDC at the rate prevailing on that relevant Investment 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 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 fixed number of bonds to be issued with a fixed nominal value per bond.
- **Issuance** – The issuance of Yieldfund Bonds by Frontpay.
- **Issue Date** – The date of issuance of a Yieldfund Bond.
- **USDC** – The cryptocurrency stablecoin USDC.
- **Statement of Purchase – Yieldfund Bond** – The Statement of Purchase relating to the Yieldfund Bond, which forms an integral part of the bond terms applicable to the relevant series of bonds issued.

Article 3 – Issuance and Subscription

1. Bonds are issued in different Series. Each Series is structured based on the nominal bond value, the minimum number of bonds that must be purchased, and the total number of bonds to be issued under that Series.
2. A bondholder must purchase a minimum number of bonds at the initial subscription, depending on the Series in which the issuance takes place.
3. No bond certificates will be issued; registration will occur in the Register.
4. A Yieldfund Bond will be issued 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 after receipt of the signed Statement 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

- Redemption will generally occur within five (5) business days following the end of the term.
- Frontpay may opt for early redemption at its sole discretion.
- A bondholder may request early redemption, but Frontpay may refuse such a request without giving any reason.
- 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 may apply withholdings or taxes if required by law.

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Article 8 – Transfer of Bonds

1. The Bond may be transferred by a private deed for that purpose and written notice thereof to Frontpay.
2. The transfer is only legally valid once acknowledged by Frontpay.
3. Yieldfund Bonds are not listed on any regulated market, and no market will be maintained in the Yieldfund Bonds by Frontpay.

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 bonds carries risks, including the risk of losing the investment.

Article 10 – Amendment of Terms
Frontpay may amend these terms and conditions, provided the changes do not adversely affect bondholders or are required by law.

Article 11 – Governing Law and Disputes
1. These 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 management B.V. | frontpay capital B.V. (trading as Yieldfund)
Hanzeweg 5, 7418 AW Deventer
Email: info@yieldfund.com

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