

Contract XXX Fixed-Rate Mortgage

XXX Switzerland AG

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Contracting parties

Frau Anja Muster
Musterstrasse 99
9999 Musterhausen

XXX Switzerland
AG Pelikanstrasse
6/8 8001 Zürich

(hereinafter Borrower¹)

(hereinafter XXX)

Loan amount

500 000 CHF, mortgage no. 02XX-004422XX.H1W 0001.

Purpose

Financing of your property.

Term

26 August 2016 until 26 August 2021.

Interest Rates and commission

From	Until	Amount	Interest rate
26 August 2016	Expiry of contract	500 000 CHF	X,XX%

Amounts are subject to change due to amortizations.

Calculation of interests

Practice in Switzerland: effective interest rate = interest rate x 30 days per month / 360 days.

Amortization

1 250 CHF quarterly, respectively at the end of the calendar quarter, first payment on 31 December 2016.

Processing fee

500 CHF one-time payment.

Debits

For loan interest, amortizations and fees the account CH44 0023 02XX 4422 4001 F shall be debited.

¹ The singular form also includes the plural, and all masculine terms referring to persons refer to persons of both genders.

Collateral

Mortgage liens	Rank	Prior charge(s)	Details of property
500 000 CHF paperless mortgage note ('Register-Schuldbrief')	1	no prior charge(s)	Land Register Zürich, no. 100-200, Musterstrasse 99, 9999 Musterhausen, pursuant to the separate document «Collateral Agreement»

All securities shall provide collateral for the overall debt/engagement.

Transfer of credit claims and banking secrecy waiver

XXX shall have the right to offer for transfer, or to transfer, in whole or in part, its rights under this Contract, including any collateral provided in respect of the credit facility, such as mortgage notes and/or any other collateral, to any third parties in Switzerland or abroad.

XXX may at any time provide all third parties, including rating agencies, which may be parties to such transfer, with access to all information and data relevant to the transfer, and shall be released in this regard from the statutory obligation to maintain banking secrecy. Insofar as third parties are not subject to Swiss legislation on banking secrecy, information and data shall only be disclosed if the said parties undertake to maintain secrecy.

All purchasers shall be entitled to further assign the rights acquired, provided that each subsequent purchaser also undertakes to maintain secrecy.

Mortgage notes and/or other collateral provided in respect of the credit facility may be transferred only if the rights under this Contract are also transferred at the same time, in whole or in part, or if it is ensured in any other way that the provider of collateral can also exercise against the purchaser of the mortgage note and/or other collateral any right of objection against the respective owner of the credit claim; and that the provider of collateral can, after full repayment of all secured claims, demand delivery of the mortgage note and/or other collateral provided in respect of the credit facility.

XXX (and any party acquiring rights as a result of any transfer made in accordance with this clause) may, without having to obtain further consent from the Borrower, assign, along with the transferred rights, any limit obligation agreed under this Contract, and/or any other obligations arising hereunder, to the purchaser in respect thereof.

Any party acquiring such obligations must either be a company affiliated with XXX, or a Swiss or foreign financial institution (bank, insurance company, or similar). XXX shall be released from any obligation to the extent that it transfers the same. In accordance with and pursuant to this provision, XXX shall be also entitled to transfer the Contract as a whole to such a purchaser (transfer of contract). Each purchaser shall be entitled to further transfer the entire Contract to a subsequent purchaser.

Other conditions

Furthermore the following applies for the present financing:

- General Conditions for the XXX Fixed-Rate Mortgage (see the last page). General Terms and Conditions of XXX.
- Explanatory information with respect to credit clauses.

Copies of the Contract / Existing conditions

Each party receives a copy of this Contract. Any existing conditions are hereby superseded.

Applicable law and place of jurisdiction

This Contract shall be governed by and construed in accordance with substantive Swiss law.

Subject to mandatory jurisdictions provided by law the exclusive place of jurisdiction for all legal proceedings shall be Zurich or the location of the branch holding the account.

This shall also be the place of performance, and the place of debt collection for the Borrower domiciled abroad.

Signatures

XXX Switzerland AG

Place / Date

Client advisor 1

Client advisor 2

(for XXX Switzerland AG binding with facsimile signatures)

Place / Date

Anja Muster

General Conditions for the XXX Fixed-Rate Mortgage

Insurance against fire and damage by natural forces

The Borrower undertakes to ensure that property not subject to compulsory insurance is insured against fire and damage by natural forces with an insurance company domiciled in Switzerland for a sum considered by XXX to be adequate, and to inform XXX if a loss occurs. The policy must be presented to XXX on request.

Interest rates, amortizations and calculations

Maturity

Interest shall be payable at the end of each calendar quarter, and amortizations on the agreed maturity date, even if the day in question is a Saturday, Sunday or public holiday. Interest and amortizations are debited to the designated account. Where interest or capital repayments are delayed, interest on arrears, increased by at least 2% p.a., shall be charged.

Termination

By the Borrower

This XXX Fixed-Rate Mortgage has a fixed term. In case of a sale of the property, the Borrower may *extraordinarily* terminate this XXX Fixed-Rate Mortgage subject to a term of 90 days' prior written notice.

By XXX may *extraordinarily* terminate this XXX Fixed-Rate Mortgage subject to a term of 90 days' prior written notice in the event that:

- the Borrower is in arrears in the payment of interest or the agreed-upon amortization;
- the collateral has lost value and no longer provides sufficient cover;
- the property financed by XXX or its rental income is seized.

A purchaser of this loan may apply the same grounds for termination as XXX.

Compensation in the event of extraordinary termination

In the event of an extraordinary termination the Borrower or XXX shall pay a compensation to the other party. Such compensation shall be calculated on the basis of the difference between the agreed loan interest rate (minus a deduction in advance by XXX for the risk and administrative costs that no longer apply after the early repayment) and the interest rate obtainable at the time of the termination on an investment in the money or capital market with an equivalent residual term. If the loan interest rate is higher than the investment rate, the resulting difference shall be charged to the Borrower; if the loan interest rate is less than the investment rate, the resulting difference shall be credited to the Borrower.

Redemption by a third party

In the event of a later redemption of the mortgage by a third party, XXX shall charge the Borrower 300 CHF for work and expenses incurred.