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NEW ACCOUNT

Credit Facility Master Agreement

The Borrower has asked Nexo (any holding companies, subsidiaries or related entities, all of which are hereinafter referred to as the "Lender") to grant the Borrower a credit facility in the Nexo Account (hereinafter the "Account"), in accordance with the following terms and conditions:

1 Purpose of the credit facility

1.1 In connection with the credit facility (hereinafter the "Credit Facility") granted hereby, the Lender may, at its discretion, grant to the Borrower one or more overdraft facilities (with a renewal option).

1.2 To the extent that securities are entered into on the Account at the Borrower's instruction, the Borrower confirms that the Borrower understands and fully accepts the risks associated with these transactions and that the Borrower is fully aware of the risk of loss (partial or complete) resulting therefrom.

1.3 It is expressly agreed that the Lender has no obligation to evaluate, monitor or verify the use or the allocation of the borrowed funds.

2 Maximum amount and conditions for granting a credit facility

2.1 The total amount of the Credit Facility (including the accrued interest, the current interest, any fees and other amount due in respect of the Credit Facility) shall not,

as a general rule, exceed the pledge value (hereinafter the "Pledge Value", as defined in Article 3.2 below) attributed to all the collateral security (hereinafter the "Collateral Security", as defined in article 3.1 below), less the portion of the Pledge Value of the Collateral Security already allocated to other commitments of the Borrower, if applicable.

2.3 If the Lender agrees to grant an overdraft facility to the Borrower, the Lender will provide the Borrower with a transaction advice.

2.4 The Borrower may request renewal of a Credit Facility by notifying the Lender at least three business days prior to its maturity date. If the Lender has not received any such notice by that date, the Lender may, at its discretion, renew the Credit Facility for the same term, provided that the required level of security (hereinafter the "Required Level of Security", as defined in Article 3.3 below) is still met and that the conditions precedent defined in Article 7 below are still fulfilled. The Lender shall set the new interest rate in accordance with Article 6 below. If the Lender agrees to renew a Credit Facility or to grant a new one effective as of the maturity date of an existing Credit Facility, no payment related to the amount of the Credit Facility so renewed or refinanced will be requested of any of the parties at that time.

2.5 Each use of the current account overdraft facility and each fixed-term advance shall be recorded on the account statements in the Account. The account statements shall be considered a confirmation of the amount owed in respect of the Credit Facility and shall constitute conclusive proof that the Borrower has borrowed such amount, unless there is an obvious error.

3 Collateral security and pledge value

3.1 The Credit Facility, as well as any other right of the Lender against the Borrower, shall be secured at all times by the following Collateral Security:

- a) a right of pledge (hereinafter the "Pledge") on all assets deposited by the Borrower with the Lender in accordance with the pledge agreement entered into separately between the Lender and the Borrower (hereinafter the "Pledge Agreement");
- b) any other additional security that may be agreed between the Lender and the Borrower and/or a third party guarantor, or that the Lender may request at its discretion.

3.2 The Borrower shall at times maintain assets with the Lender that the Lender considers acceptable to constitute the Collateral Security. The Pledge Value attributed by the Lender to each Collateral Security shall be dynamically calculated by the Lender in accordance with the Lender's applicable policy at the moment, on the basis of margin percentages applied to the market value of assets that are part of this Collateral Security, which shall be valued at an exchange ratio equivalent to the

3.3 The Pledge Value of the Collateral Security must at all times be sufficient to cover at least one hundred percent (100%) of the following: the total amount owed on the Credit Facility (including accrued interest, current interest, any fees and any other amount owed on the Credit Facility); any other amount that may be owed to the Lender by the Borrower for any reason; and the pledge assets security for any market given transactions (i. e. the Required Level of Security).

4 Margin call

4.1. If, in the Lender's opinion, the Pledge Value of the Collateral Security is less than the Required Level of Security, the Borrower shall, at the Lender's request, furnish additional Collateral Security and/or make the required reimbursements and/or instruct the Lender to liquidate the necessary amount of the Collateral Security.

4.2. Any breach by the Borrower of the obligation to furnish any additional Collateral Security and/or to make the required reimbursements and/or instruct the Lender to liquidate the necessary amount of the Collateral Security within the deadline, to the satisfaction of the Lender, shall constitute an event of default (hereinafter an "Event of Default", as defined in Article 10 below) and shall permit the Lender to exercise all or part of its rights related to the Collateral Security, in particular those described in Article 5 below.

5 Realisation of collateral security

5.1 In the event the Borrower does not restore the Required Level of Security in accordance with the Lender's request, or an Event of Default, as defined in Article 10 below occurs, the Lender shall be expressly authorised, but not under the obligation, to realise, all or part of the assets pledged to the Lender by the Borrower or by third parties, in accordance with the Pledge provided for in Article 3.1 above, in the manner and within the deadline that the Lender deems appropriate, and without any obligation to comply with the procedures set forth by the relevant laws of the Lender's jurisdiction or to allocate the proceeds of the realisation net of costs to the reimbursement of the Credit Facility.

5.2 The Borrower hereby releases the Lender from all liability in connection with such realisation of the assets pledged by the Borrower to cover the Credit Facility.

6 Interest rate and payment of interest

6.2 The interest rate applicable to overdrafts shall be fixed at the Nexo Prime Rate (hereinafter the "Nexo Prime Rate"), applicable at the time of the use in question (as determined by the Lender at its discretion, on the basis of the market conditions and the Lender's financing cost). The Borrower acknowledges that the Nexo Prime Rate may not be less than zero and may vary at any time without notice, in order to reflect a change in market conditions and the Lender's financing cost.

6.3 Interest shall be calculated and debited by the Lender on a periodic basis, as a rule at the end of each calendar day. Interest shall be calculated on the basis of the actual number of days elapsed in a 360day year.

6.4 The Borrower expressly authorises the Lender to automatically debit any due interest from the Account without notice. Any shortfall resulting from this debit shall be considered a principal amount borrowed by the Borrower from the Lender under the Credit Facility.

7 Conditions precedent

7.1 The Credit Facility is subject to receipt by the Lender of any document reasonably required by the Lender.

7.2 The grant or renewal of a overdraft facility shall only be allowed if it does not involve, in the Lender's opinion, any illegality, and existing market conditions allow the Lender to obtain the financing necessary to comply with the Borrower's request.

8 Reimbursement

8.1 Any amount owed under the Credit Facility must be reimbursed at its maturity date.

8.2 If, at the reimbursement date of an amount owed in respect of the Credit Facility, the Borrower does not pay any amount whatsoever, whether principal, interest or otherwise, the Lender reserves the right to require the Borrower to pay default interest (both before and after a judgment) beginning on such date and until such amounts are paid, at an annual rate of two percent (2%) above the interest rate, as determined by the Lender in accordance with Article 6, or that would have applied to said amount if it had resulted from use of the Credit Facility. The Borrower's obligation to pay the default interest shall survive the termination of the Credit Facility.

9 Termination

9.2 If the Credit Facility is terminated, the amounts due in respect of any overdraft facility shall become immediately due and payable, including the interest and other fees accrued as of the effective date of termination (subject to the Events of Default defined in Article 10 below).

10 Default

10.1 The occurrence of one of the following events constitutes an Event of Default:

- a) the Borrower breaches one of the Borrower's obligations in respect of the Credit Facility, including but not limited to any obligation to pay any amount whatsoever (principal, interest or other) to the Lender in respect of the Credit Facility;
- b) the Borrower breaches another obligation in connection with the Borrower's relationship with the Lender (including any obligation resulting from the Collateral Security, including the obligation to maintain assets with the Lender considered by the Lender to be acceptable and adequate pursuant to Article 3.2;
- c) the Borrower does not pay an amount owed to a third party under a contract with such third party in connection with the Borrower's financial debt, or such financial debt of the Borrower becomes due and payable before its contractual maturity;
- d) the Borrower is unable to pay the Borrower's debts, enters into an agreement or arrangement with the Borrower's creditors related to the restructuring of the Borrower's debts, or is the subject of any measures to have the Borrower declared bankrupt or to appoint a curator, administrator, trustee or liquidator;
- e) all or part of the Collateral Security terminates (unless the Pledge Value of the Collateral Security is sufficient to attain the Required Level of Security) or is encumbered in favour of a person other than the Lender, without the Lender's prior written consent;
- f) the Lender considers it necessary for its own protection;
- g) it is or becomes illegal for the Borrower to perform the Borrower's obligations under the Credit Facility, the Pledge or any other Collateral Security;
- h) it is or becomes illegal under the regulatory framework for the Lender to perform the Lender's obligations under the Credit Facility or the Pledge;

j) a significant deterioration (determined at the Lender's discretion) in the Borrower's business or the financial position has occurred since the date of this Agreement.

10.2 If the Lender is aware of an Event of Default, the Lender is entitled:

- a) to terminate the Credit Facility with immediate effect.
- b) to declare immediately payable any principal amount due in respect of the Credit Facility, as well as the interest accrued and any other amount due in respect of the Credit Facility;
- c) to realise, at the Lender's discretion, all or part of the Collateral Security in accordance with the applicable contractual terms; and/or
- d) in general, to take any action it deems necessary to protect its interests.

11 Notices to the borrower

11.1 Notices by the Lender to the Borrower are deemed validly received when they have been sent to the last email address indicated by the Borrower.

11.2 The Borrower releases the Lender from any liability in the event the Borrower does not personally receive any notice that the Lender may have sent to the Borrower's last known email address.

12 Miscellaneous

12.1 If, at any time, a provision of this Agreement is declared unlawful, invalid or unenforceable in any manner with respect to the laws of any jurisdiction, the lawfulness, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. The parties shall replace the unlawful, invalid or unenforceable provision with a provision that is as consistent with the original content as possible.

12.2 If, at any time, the Borrower is required by law or regulations to make a deduction or a withholding on an amount, the Borrower agrees to pay the additional amount necessary such that, once the deduction or withholding is taken into account, the Lender will actually receive the total amount that it would have received if that deduction or withholding had not been made.

12.3 Notwithstanding the Lender's right to offset any obligation of the Borrower against any credit balance owed to the Borrower under any contract, and regardless

12.4 The Borrower authorizes the Lender to disclose to any person or entity providing Collateral Security all confidential information related to the Credit Facility and/or the Borrower.

12.5 The Borrower shall, within three business days of the request, pay to the Lender the amount of all fees and expenses (including attorney's fees) that it may occur in connection with the enforcement or preservation of any right under the Credit Facility, the Pledge or any other document in connection with the Credit Facility.

12.6 If, pursuant to a legal or regulatory requirement or the request of a supervisory authority, the Lender must incur an additional cost to maintain or finance the Credit Facility, the Borrower agrees to pay to the Lender, upon request, the amount that the Lender certifies as necessary to offset this increased cost. The Lender's confirmation that such circumstances have occurred with the related consequences shall be binding on the Borrower.

12.7 The relationship between the Lender and the Borrower is governed exclusively by the law of the Lender's jurisdiction.

12.8 Any dispute concerning the relationship between the Lender and the Borrower is subject to the exclusive jurisdiction of the Lender. An appeal to the highest court of the Lender's jurisdiction is reserved. The place of performance and the place of enforcement is the Lender's jurisdiction. The Lender is nonetheless entitled to initiate proceedings in any other competent jurisdiction.

Pledge Agreement

The Pledgor depending on their country of residence hereby pledges in favour of Nexo (any holding companies, subsidiaries or related entities, all of which are hereinafter referred to as the "Lender"), any and all assets regardless of their form or kind that currently are (or which may be in the future) held in the Pledgor's Nexo Account(s) (hereinafter, the "Account") as collateral for any present or future claims, including any interest, commissions, fees or other charges, that the Lender may have against the Pledgor, including as a result of third-party claims related to the Pledgor's Account.

pledge shall extend in particular to:

1. any and all assets currently or subsequently held in safekeeping in the above-mentioned Account;
2. any and all assets, claims, cash or other objects and rights that have been (or which may be in the future) deposited in or credited to the above-mentioned Account. In the event the pledged assets are replaced by other assets, the latter shall also be subject to the right of pledge of the Lender without further ado. The right of pledge shall also extend to any and all additional assets deposited into the above-mentioned Account. Upon the Lender's request, the Pledgor undertakes to carry out all formalities that may be necessary for the Lender to exercise its rights as pledgee. The right of pledge shall remain valid independently of any other present or future security interests or guarantees held by the Lender, and shall only expire once the Lender has been reimbursed in full. The Lender shall be entitled to realise all or part of the pledged assets without having to serve formal notice and without having to observe the procedures set forth by the Swiss Federal Law on Debt Enforcement and Bankruptcy. The Pledgor shall be deemed to have duly received all notifications sent to the Debtor by the Lender.

The relationship between the Lender and the Borrower is governed exclusively by the law of the Lender's jurisdiction. Any dispute concerning the relationship between the Lender and the Borrower is subject to the exclusive jurisdiction of the Lender. An appeal to the Supreme Court of the Lender's jurisdiction is reserved. The place of performance and the place of enforcement is the Lender's jurisdiction. The Lender is nonetheless entitled to initiate proceedings in any other competent jurisdiction.

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