

DARLEHENSVERTRAG

"Darlehensgeber": Elixir AG, Birmensdorferstrasse 124, 8003 Zürich

"Darlehensnehmer": Techonsulting GmbH, Papiermühlestrasse 85, 3014 Bern

(jede eine "Partei", gemeinsam die "Parteien")

1 DARLEHENSGEWÄHRUNG

- (a) **Darlehensbetrag** Der Darlehensgeber gewährt dem Darlehensnehmer ein Darlehen von CHF 125'000 gemäss den Bestimmungen dieses Darlehensvertrags (der "**Vertrag**").
- (b) **Auszahlung** Der Darlehensgeber überweist den Darlehensbetrag innerhalb von 10 Tagen nach der rechtsgültigen Bestellung der Sicherheit gemäss Ziffer 4 (das "**Valutadatum**") auf das folgende Konto des Darlehensnehmers: Bank Dagobert AG
Pfungstweidstrasse 101, 8005 Zürich
CH93 0076 2011 6238 5295 7
- (c) **Verwendung** Der Darlehensgeber darf das Darlehen ausschliesslich für den folgenden Zweck verwenden: Das Darlehen wird der Techonsulting GmbH ausschliesslich zum Zweck des Ausbaus ihrer IT-Infrastruktur gewährt.

2 ZINS

2.1 Zinssatz

Xxx XXXXXXXX xxxx xx xxx XXXXXXXXXXXX xäXXXXXXXX xx xxxxx XXXXXXXX xxx 4% (xxx "**XXXXXXX**") xxxxxxxx. Xxx XXXXXX xxxxxx xxx xxx XXXXX xxxxx XXXXXX xxx 360 XXXXX xxx XXXXXXXX xxx 30 XXXXX xxxxxxxxxx.

Xxx XXXXXX xxxxxx xxx xxx XXXXX xxxxx XXXXXXXX xxx 360 XXXXX xxx XXXXXXXX xxx 30 XXXXX xxxxxxxxxx.

2.2 Zahlung und Fälligkeit des Zinses

Xxx xxxxx XXXXXXXXXXXX xxxxxxxx xäXXXXXXXX xx 30. XXXX 2023. XXXXXX xxxxxxxx xxx XXXXXXXXXXXXXXXXXXXX xxx xxx xxx xxxXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX xxxXXXXXXXXXXXXX XXXXXX xxxxxxxx xxx xxxxxx: xx 30. XXXX xxx xx 30. XXXXXXXXXXX xxxxx xxxxx XXXXXXXX

2.3 Verzugszins

XXXX xxx XXXXXXXXXXXXXXXXXXXX XXXXX XXXXX XXXXXX XXXXXXXX XXXXXXXXXXXXXXXX XXXXXX xxx
XäXXXXXXXXXX XXXXX XXXXXXX, XXXXXXXX xx xxx XXXXXXXXXXXXXXXX XXXXX xäXXXXXXXXXX XXXXXXXXXXXXXXX
xxx 5% xxx xxx XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX xxx XXXX XXXXXXXXXXXXXXXX XXXXXXX. XXXXXXX
XXXXXüxxx XXXX XXXXXX xxx XXXXXXXXXXXXXXXXXX XXXXXXX XXXXXXXXXXXXXXX.

3 LAUFZEIT UND RÜCKZAHLUNG DES DARLEHENS

3.1 Dauer und Fälligkeit

Xxx XXXXXXXXXXXXXXXX xxxäxxx xxx XXXXXXXX xxx xxäXXXXXXXXX xx 01. XXXX 2025 (xxx
"XäXXXXXXXXXXXXXXX"). Xx XäXXXXXXXXXXXXXXX XXXXX xxx XXXXXXXX XXXX XüXXXXXXXX. Xxx
XXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XXXX XXXX XXXXXXXXXXXXXXXX XXXXXXX xxx XXXXXXX XXXXX XXXXXXX
XXXXXXX XXXXXXXXXXXXXXXX XXXXäxxx XXXX XXXXXXXX xx XXXXXX XXXXX xäXXXX.

3.2 Rückzahlungsmodalitäten

Xxx XXXXXXXXXXXXXXXXXX XXXXX xxx XXXXXXXX xx xxx XXXXXXXXXXX XXXXX xxxäxx xxx XXXXXXXXXXX
XüXXXXXXXXXXXXXXX xxxüxx: XXXXXXX XXX 31'250 xx 30. XXXX xxx 30. XXXXXXXX XXXXX XXXXXXX
XXXXXX.

3.3 Ausserordentliche Kündigung und obligatorische vorzeitige Rückzahlung

- (a) XXXXXXXXXXXXX Xxx XXXXXXXXXXXXXXXXXX XXXX XXXXXX XXXXXXXX XXXXX XXXXXXXXXXXXXXXX
XXXXXXXXXXXXX xx xxx XXXXXXXXXXXXXXXXXX xxx XXXXXXXXXXXXXXX XXXXXXXX
XXXXXXXXXXXXXXXXXXXXX xüXXXXXXXX, XXXX:
- (i) xxx XXXXXXXXXXXXXXXXXX xxx XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXXX XXXX
xxxäXXXXXXXXXXXX xxx;
 - (ii) xxx XXXXXXXXXXXXXXXXXX xxx XXXXXXXX XXXXXXXX xxx xx
XXXXXX 1 XXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXX;
 - (iii) xxx XXXXXXXXXXXXXXXXXX XXXXX XXXXX XXXXXXX XXXXXXX XXXXXXXXXXXXXXX
XXXXXX xxx XäXXXXXXXXXXXX XXXXX XXXXXXX;
 - (iv) xxx XXXXXXXXXXXXXXXXXX XXXXX XXXX xx xxx XXXX xxx, XXXXXXX
XXXXXXXXXXXXXXXXXXXXX xxx XäXXXXXXXXXXXX XXXXXXXXXXXXXXX, XXXXX
XXXXXäXXXXäXXXXXXXXXXXX XXXXXXXXXXXXXXX XXXX XXXXX XXXXXXXXXXXXXXXäXXX XXXX;
 - (v) xxx XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX xxx XXXXX XXXX XXXXXXXXXXX
XäXXXXXXXXXXXX üxxx xxx XXXXXXXX, XXXXXXXXXXXXXXXXXX xxx/xxxx xxx
XäXXXXXXXXXXXX XXXXXXX XXXXXXX;
 - (vi) xxx XXXXXXXXXXXXXXXXXX XXXXXXXöxx xxxX XXXXXXXXXXXXXXX XXXX XXXX xxx XXXXXXX
xxx XXXXXXXXXXXXXXXöXXXXXXXX, XXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXX,

Xxxxöxxxx xxxx Xxxxxxxxxxxxxx xxxx xxx äxxxxxxxx Xxxxxxxxx xxxx xxx
xxxx xxxxx xxx xxxxxxxxxxxxxxx xxx. xxxxxxxxxxxxxxx xxx.

- (b) **Xxxxxx xxx xxxxxxxxxxxxxxxxxxxx Xüxxxxxxxx** Xx Xxxx xxx
xxxxxxxxxxxxxxxxxxxx Xüxxxxxxxx xxxx xxx Xxxxxxxxxxxxxxxxxxxxx xxx xxxxxxxxxxxxxxx
Xxxxxxxxxxxxxxxxxxxxx xxxx xxxxxxxxxxxxxxx Xxxxxx xxx xxxxxxx xxxxx xxxxxxx
Xxxxxxx xxxxxxxxxxxxxxx Xxxxäxxx xxxxxxxx xx xxx Xxxxxxxxxxxxxxxxx
xxxüxxxxxxxxxx.

3.4 Freiwillige vorzeitige Rückzahlung

Xxx Xxxxxxxxxxxxxxxxxxxxx xxx xxxxxxxxxxx xxxxxxxxxxx, Xxxxxxxxx xx xxxxx Xxxxxxxxxxxxxxxxxxxxx xxx
xxxxxxxx XXX 80'000 xx xxx Xxxxxxxxxxxxxxxxxxxxx xx xxxxxxx. Xxx Xxxxxxxxxxxxx xxxxxx xxx xxx
xxxxxxxxxxxxxxxxxxxx Xxxxxx xxx xxxxxxxxxxxxxxxxxxx xxx xxx xxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxx.

3.5 Bankkonto für Zahlungen

Xxx Xxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxx xäxxxxxxxx Xxxxxxxxx xx xxx Xxxxxxxxxxxxxxxxxxxxx xxx xxx
xxxxxxxx Xxxxxxxxx: Xxxx Xxxxxxxxx XX
Xxxxxxxxxxxxxxxxxxxxxxxx xxx, xxxx Xxxxxx
XXxx xxxx xxxx xxxx xxx x

4 SICHERHEITEN

- (a) **Xxxxxxxxx xxx Xxxxxxxxxxxxx** Xxx Xxxxxxxxxxxxxxxxxxxxx xxx Xxxxxxxxxxxxx xxx
Xxxxxxxxxxxxxxxxxxxxx xxx Xüxxxxxxxxxxxx xxx Xxxxxxxxxxxxxxxxxxxxx, xxx Xxxxx, xxx
Xxxxxxxxxxxxxxxxxxxxx xxxxx xxxxx xx Xxxxxxxxxxxxxxxx xxx xxx Xxxxxxxxxxxxx
(xxxxxxxxxxxxxxxxxxxx xxxxx Xxxxxxxxxxxxx) xxxxxxxxxxxxxxx Xxxxxx üxxxxxäxx xxx
Xxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxx xxx Xxxxxxxx xx xxxxxxxx Xxxxxxäxxxx
(xxx "Xxxxxxxxxxxxx") xxx xxx Xxxxxxxxxxxxxxxxx: Xxxxxx xxx XxxxXxxxxxxx XX
- (b) **Xxxxxx xxx Xxxxxxxxxxxxx** Xxx Xxxxxxxxxxxxxxxxxxxxx xxxxxx xx Xxxxxx xxx
Xxxxxxxxxxxxxxxx xxx xxx Xxxxxxxxxxxxxxxxxxxxx xäxxx xxx Xxxxxxxxxxxxxxxxxxxxx xxx Xxxxx
xxx, xxx xüx xxx xxxöxxxxxxxx Xxxxxxxxx xx xxxxxx.
- (c) **Xxxxxx xxx Xxxxxxxxxxxxxxxxxxxxx xx xxx Xxxxxxxxxxxxx** Xxx Xxxxxxxxxxxxxxxxx
xxxx xxx Xxxxxxxxxxxxxxxx xxx Xäxxxxxxxx xxx Xxxxxxxxxxxxx xxx xxx
xxxxxxxxxxxx Xxxxxxxxx xxxxx Xxxxxxxxx xxx Xxxüxxxxx xxx 30 Xxxxx xx
Xxxxxx xxxxxx, xxx xxxxäxxxx xxxäxxxxxx (xxxx xx xxx xxxxxx) xxx xxxxx
Xxxxxxxxxxxxxxxx xxx xxx Xxxöx xxxxxxxxxxx. Xxxxxx xxx Xxxxxxxx xxxxxxäxxxx
xx xxx Xxxxxxxxxxxxxxxxxxxxx xxxüxxxxxxxxxxxx xxx, xäxxx xxx Xxxxxxxxx xx xxx
Xxxxxxxxxxxxxxxx xx xxx Xxxxxxxxxxxxxxxxxxxxx xxxüxx, xx xxx xxx, xxx xxxxxx
xxxxxxxxxxx. Xx xxxxxx Xxxx xxxxxxxx xxx Xxxxxxxxxxxxxxxxxxxxx xxx Xxxxxxxxx

Üxxx xxx Xxxxxxxxxx (Xxxxxxxxx xxx Xxxxxx) xxx xxxxxxxxxxx xxx
Xxxxxxxxxxxxxxxxx xxxxx xxxäxxxxxx Üxxxxxxxx.

5 ALLGEMEINE BESTIMMUNGEN

5.1 Vollständige Vereinbarung

Xxxxx xxxxxx Xxxxxxx xxx xxx xxxxxxxxxxx Xxxxxxxxxxxxx xxxxxxx xxxxx xüxxxxxxxx
Xxxxxxxxxxxxxxxxx. Xxxxx Xxxxxx xxxxxx xxxxxxx xxx Xxxxxxxxx xxxxx xxxxxxxxxxxxxxx
Xxxxxxxxxxxx xxxxxxx xxx Xxxxxxxxxxxxxxxx xxx xxx Xxxxxxxxxxxxxxxxx.

5.2 Vertragsänderungen

Xäxxxxxx Äxxxxxxx xxx Xxäxxxxxx xxxxx Xxxxxxxx xxxüxxx xx xxxxx
Xxxxxxxxxxxxxxxxx xxx Xxxxxxxxx xxx xüxxx xxx xxxxx Xxxxx xxxxxxx xxxxxx. Xxx
Xxxxx xxxxxx xx, xxx xxxxxx Xxxxxx xxx. xxx Äxxxxxxx xxx Xxäxxxx xxxxxxxxxxx
xxxxxxxx xxxxxx xxx, xxx xxx xxx xxxxxxxxxxxxxxx Xxxxxxxx, xxx xxx xxxxxx Xxxxxxx
xxxxxxxx, xxxxxxxxxxx xxx Xüxxxxxxxx, Xxxxxxxxxxxxxxxxx xxx Xxäxxxxxxx xxx
xxxxxxxxxxxxxxxx Xxxxxxxxxxxxx xxxxxxxxxxx xxx.

5.3 Salvatorische Klausel

Xxxxxxxx xxx xxx xxxxxx Xxxxxxxxxxxxx xxxxx Xxxxxxxx xxxxxxx xxx xxx xxxxxx, xx
xxxxxxxx xxx üxxxxx Xxxxxxxxxxxxx xxxxxxx xxxxxüxxx. Xxxxxxxxx Xxxxxxxxxxxxx xxx
xxxx xxxxxx xx xxxxxxx, xxx xxx xxxxxxxxxxx Xxxxx xx xäxxxxxxx xxxxxx.

6 ANWENDBARES RECHT UND GERICHTSSTAND

Xxxxx Xxxxxx xxxxxxxxxxx xxxxxxxxxxx xxxxxxxxxxxxxxx Xxxxx. Xxx Xxxxxxxxxxxxxxxx xxx
xxxx xx Xxxxxxxxxxxxx xxx xxxxxx Xxxxxx xxxxxx xxx xxxxxxxxxxxxxxxxxxx Xxxxxxxxxxxxxxxx
xxx Xxxxxxxx xxx Xxxxx Xxxxxxxx, Xxxxxxxx, xxxxxxxxxxx.

Unterschriften auf nächster Seite

Aarau, 21. Juni 2023

Elixir AG

Hermann Klose, CEO

Stefanie Anderegg, CFO

Techonsulting GmbH

Alexandra Wiegert, CEO

Linda Babusio, CFO