



# **Base Prospectus**

**mintos**

Dated May 30, 2022

### **SIA Mintos Finance No.23**

*(incorporated as a limited liability company and registered in the Republic of Latvia with registration number 40203394107 and LEI: 984500D0010E54CED395)*

#### **EUR 52 000 000.00 (fifty two million euro) Note Programme**

Under this Programme, the Issuer may from time to time issue Notes denominated in any currency as determined by the Issuer. The Notes will be distributed by way of a public offer.

Notice of the aggregate nominal amount of the Notes, interest (if any) payable in respect of the Notes, the issue price of the Notes and any other applicable terms and conditions not contained in this Base Prospectus which are applicable to the Notes will be set out in the applicable Final Terms.

Notes will be issued in registered form. The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed EUR 52 000 000.00 (fifty two million euro) (or its equivalent in other currencies).

Any payment under the Notes is dependent on, and limited to, a pool of certain Loans.

This Base Prospectus has been approved as a base prospectus by the FCMC, as competent authority under the Prospectus Regulation. The FCMC has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the appropriateness and suitability of investing in the Notes.

This offer is made only in Latvia under this Base Prospectus.

During the validity period of this Base Prospectus the Issuer plans to request that the FCMC provides competent authorities under the Prospectus Regulation in Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden with a certificate of approval attesting that this Base Prospectus has been drawn up following the Prospectus Regulation. When such certificate shall be obtained, the Issuer shall ensure that Mintos provides information about it on the Platform. Such certificate, if and when received, should not be considered as an endorsement of the Issuer or the quality of the Notes.

This Base Prospectus will be valid for a period of up to 12 months after its approval by the FCMC. The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes. The obligation to prepare a supplement to this Base Prospectus or publish a new Base Prospectus in the event of any significant new factor, material mistake or inaccuracy will cease to apply upon the expiry of the validity period of this Base Prospectus.

**The principal risk factors that may affect the abilities of the Issuer to fulfil its obligations under the Notes are discussed in the section entitled '2. RISK FACTORS' of this Base Prospectus.**

Capitalised terms used in this Base Prospectus have the meaning given to them in the section entitled 'GLOSSARY' of this Base Prospectus.

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## GLOSSARY

<b>API</b>	application programming interface to exchange and transmit information and data in a structured form between the Issuer, the Lending Company and Mintos.
<b>Backup Servicer</b>	the legal entity (if any) engaged by the Issuer to service and administer the Loans.
<b>Base Prospectus</b>	this base prospectus.
<b>Borrower</b>	the debtor or debtors of a Loan.
<b>Buyback Obligation</b>	has the meaning set out in the section entitled '4. TRANSACTION OVERVIEW – THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES – The Buyback Obligation' of this Base Prospectus.
<b>Cooperation agreement</b>	the cooperation agreement between the Issuer, the Lending Company and Mintos in relation to the Notes.
<b>ESTO Group</b>	the Guarantor and any of its subsidiaries.
<b>FCMC</b>	the Financial and Capital Market Commission, as competent authority in the Republic of Latvia under the Prospectus Regulation.
<b>Final Terms</b>	any duly completed final terms in the form set out in section 12 of this Base Prospectus.
<b>Guarantee Agreement</b>	the guarantee agreement by the Guarantor to guarantee the obligations of the Lending Company to the Issuer.
<b>Guarantor</b>	<b>ESTO Holdings OÜ</b> , a private limited company established in accordance with the laws of the Republic of Estonia on the 26th of June 2020 in Tallinn, Estonia, with the registration number 14996345, and having its registered address at Harju maakond, Tallinn, Kesklinna linnaosa, Laeva tn 2, 10111, Estonia.
<b>Investment Accounts</b>	the separate accounts at Mintos of the Investor.
<b>Investor</b>	a person registered and accepted on the Platform as an investor.
<b>Issuer</b>	SIA Mintos Finance No.23, incorporated as a limited liability company and registered in the Commercial Register of the Enterprise Register of the Republic of Latvia with registration number 40203394107 on 20 April 2022, a special purpose entity whose principal purpose is the issue of Notes.



<b>Issuer's Account</b>	the cash funds account of the Issuer opened with Mintos which is used solely for settling payments with the Lending Company, the Backup Servicer (if any), the Guarantor and the Investors.
<b>Lending Company</b>	ESTO AS is a public limited company established in accordance with the laws of the Republic of Estonia on the 6th of January 2017 in Tallinn, Estonia, with the registration number 14180709. ESTO AS is a licensed creditor in Estonia and holds a license from the Estonian Financial Supervision and Resolution Authority, license nr. 4.1-1/72.
<b>Loan</b>	the principal amount outstanding under the Loan Agreement.
<b>Loan Agreement</b>	each hire purchase agreement (also called deferred payment agreement) or credit agreement (credit line) between the Lending Company and the Borrower as specified in the applicable Final Terms.
<b>Loan Receivables</b>	the receivables under the Loan Agreement, relating to a part of the Loan, that is no greater than 90% of the Loan, that are assigned and to the extent that are assigned to the Issuer under the Purchase Agreement.
<b>Mintos</b>	AS Mintos Marketplace, a joint stock company registered in the Commercial Register of the Register of Enterprises of the Republic of Latvia under unified registration number 40103903643 on 1 June 2015, having registered address 50 Skanstes Street, Riga, LV-1013, Latvia, an investment firm authorised by the FCMC, which provides investment and related services to Investors through the Platform.
<b>Mintos Group</b>	AS Mintos Holdings, a joint stock company registered in the Commercial Register of the Register of Enterprises of the Republic of Latvia under unified registration number 40103902690 on 27 May 2015, and any of its subsidiaries.
<b>Notes</b>	the notes issued or to be issued under this Programme.
<b>Noteholder</b>	the holder for the time being of any Note.
<b>Platform</b>	sites created and serviced by Mintos, merged under the domain name <a href="http://www.mintos.com">www.mintos.com</a> and software application to access it from a smartphone.
<b>Pledge Agreement</b>	the pledge agreement by a pledgor.
<b>Purchase Agreement</b>	part of the Cooperation Agreement relating to the purchase by the Issuer and sale by the Lending Company of the Loans.
<b>Prospectus Regulation</b>	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC and includes any commission delegated regulation under the

Prospectus Regulation.

<b>Programme</b>	this EUR 52 000 000.00 (fifty two million euro) Note Programme.
<b>Repurchase</b>	has the meanings set out in the section entitled '4. TRANSACTION OVERVIEW – <i>THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES – Exercising of Repurchase</i> ' of this Base Prospectus.
<b>Securities Act</b>	the United States Securities Act of 1933, as amended.
<b>Series</b>	a series of Notes.
<b>Subordination Agreements</b>	inter-creditor agreements between Mintos and the Issuer, liabilities of the Lending Company towards which under the Cooperation Agreement are the senior liabilities, and Bremen Grupp OÜ, Entourage OÜ and Osaühing Wellman as creditors which certain liabilities of the Lending towards it are junior liabilities, and whereunder the junior liabilities are subordinated to the senior liabilities on the terms and conditions agreed by the parties to the Subordination Agreements.
<b>Transaction Documents</b>	the Cooperation Agreement, the Transfer Document, the Guarantee Agreement, Subordination Agreements and the Pledge Agreement.
<b>Transfer Document</b>	the document generated by Mintos evidencing the transfer of Loan Receivables from the Lending Company to the Issuer in accordance with the Purchase Agreement.

## 1. GENERAL DESCRIPTION

### ○ What is Mintos?

Mintos established a global online marketplace for investing in loans in 2015. Through the Platform, which is owned and operated by Mintos, Mintos provides investors with convenient means to invest in loans made by various lending companies around the world.

At the end of April 2022, over 480,000 investors had registered with Mintos. Mintos worked with more than 64 lending companies from 31 countries, offering investment opportunities in 6 currencies.

Since Mintos was founded, investors have invested in loans totalling more than EUR 8 billion. Mintos has become an essential player in the alternative investment market in Europe with around 45% of market share<sup>1</sup>.

Mintos is authorised as an investment firm by the FCMC. See the section entitled '6. Mintos' of this Base Prospectus for more information.

### ○ What are Notes?

Notes are financial instruments issued by the Issuer via Mintos to Investors, which allows Investors to invest in Loans issued by the Lending Company to Borrowers.

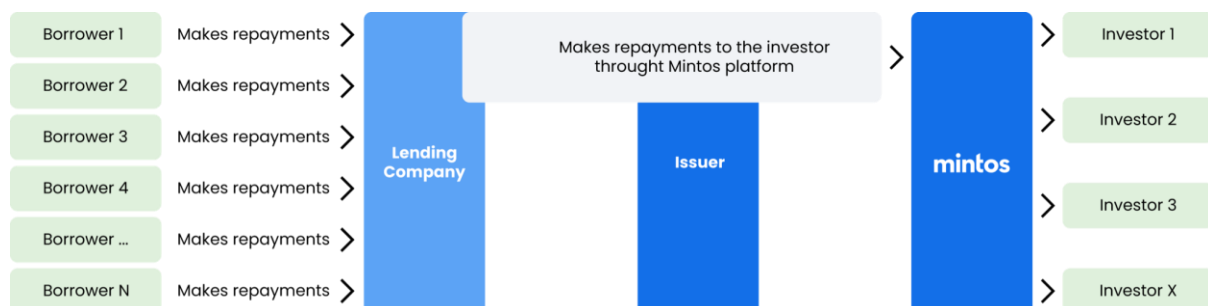
The Issuer is a special purpose legal entity established for the purposes of:

- purchasing Loan Receivables from the Lending Company;
- pooling those Loan Receivables for a particular Series of Notes; and
- issuing those Notes to Investors via Mintos.

See the sections entitled '5. THE ISSUER' and '7. THE LENDING COMPANY' of this Base Prospectus for more information.

### ○ The flow of funds for repayment

Each time a Borrower makes repayments to the Lending Company, the Lending Company transfers the funds to the Issuer, which in turn makes repayments under the relevant Series of Notes to the relevant Investor via Mintos. The repayments are received into the relevant Investment Account.



This means that if the Borrower makes:

<sup>1</sup> [www.altfi.com/article/7146\\_state-of-the-market-european-alternative-lending-near-doubled-in-2019](http://www.altfi.com/article/7146_state-of-the-market-european-alternative-lending-near-doubled-in-2019)



- the repayments to the Lending Company later than scheduled, the repayments to the Investor will also be correspondingly delayed; and
- no repayments at all and the Lending Company is not able to recover anything from the Borrower, no repayments will be received by the Investor.

The Lending Company may provide a Buyback Obligation for Loan Receivables, which means that if any repayment by the Borrower is delayed by more than 60 days, the Lending Company is obliged to repay the Loan Receivables together with any interest. In this situation, the Investor will be exposed to the credit risk of the Lending Company. See section entitled '2. RISK FACTORS – *RISKS SPECIFIC TO LOAN SERVICING* – Insolvency of the Lending Company'.

○ *The flow of funds for investment*

The Lending Company issues Loans to Borrowers, and then sells the relevant Loan Receivables to the Issuer. The Issuer issues a Series of Notes corresponding to these Loan Receivables to Investors via Mintos. When an Investor purchases any Note of the Series, the Investment Accounts are credited with the Note and debited with the purchase price of the Note. The purchase price is transferred to the Lending Company.



## 2. RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these risk factors and events are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below.

Although the most material risk factors have been presented first within each category, the order in which the remaining risks are presented is not necessarily an indication of the likelihood of the risks actually materialising, the potential significance of the risks or the scope of any potential negative impact to the Issuer's or the Lending Company's business, financial condition, results of operations and prospects. The Issuer and/or the Lending Company may face a number of these risks described below simultaneously. While the risk factors below have been divided into categories, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section.

The Issuer believes that the factors described below represent the material risks inherent to investing in the Notes, but the inability of the Issuer or the Lending Company to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the statements below regarding the risks of investing in any Notes are not exhaustive. Other risks, events, facts or circumstances not included in this Base Prospectus, not presently known to the Issuer, or that the Issuer at the date of this Base Prospectus deems to be immaterial could, individually or cumulatively, prove to be important and may have a significant negative impact on the Issuer's or the Lending Company's business, financial condition, results of operations and prospects. Prospective investors should carefully review the entire Base Prospectus, and should form their own views before making an investment decision with respect to the Notes.

Before making an investment decision with respect to any Notes, prospective investors should consult their own lawyer, accountant or other financial, legal and tax advisers and carefully review the risks entailed by an investment in the Notes and consider such an investment decision in the light of the prospective investor's personal circumstances.

### ○ **RISKS SPECIFIC TO THE UNDERLYING LOANS**

#### **1. The Borrowers may not make payments according to the agreed schedule or may default on their obligations altogether**

The Notes are linked to the pool of underlying Loan Receivables, which means that if any of the Borrowers do not make a payment on time, then the Noteholder will also not receive a payment on time. For example, if a Borrower makes a repayment a week later than the agreed schedule, the Noteholder will also receive the repayment a week later. Furthermore, if a Borrower makes no repayment at all and the Lending Company is not able to recover anything from the Borrower, the Noteholder will also not receive any further repayments unless, if applicable, the Loan is sold with the Buyback Obligation.

The Lending Company may decide to offer additional compensation to the Noteholder in the form of interest income on delayed payments or penalty income. A Loan Agreement with the Borrower may contain a grace period, which is a period immediately after a scheduled payment date during which a late fee is waived provided that the obligation is satisfied during the grace period. Interest income on delayed payments and penalty income would not be paid to the Noteholder for the grace period.

The Lending Company also has the option to offer the Loan Receivable with the feature of Buyback Obligation which means that the Lending Company is obligated to repurchase the Loan Receivables if the Borrower has failed to pay more than 60 days after the scheduled repayment date. While this feature could reduce the potential loss for the Noteholder due to the Borrower failing to make repayments, the Buyback Obligation is only as strong as the company providing this obligation. If the Lending Company fails to honour its obligation, the Noteholder is still exposed to the risk of the underlying Borrower not making repayments.

While the probability of any Borrower missing repayments or defaulting depends on many factors, such as payment amount, the income of the Borrower, and repayment term, it is important to point out that these probabilities are never zero. Due to this, the Notes are only suitable investments for Investors who have the appropriate knowledge and experience and are in a financial situation that allows them to lose part or even all of the money invested in Notes.

Overall, a Borrower not making repayments in full or defaulting could be caused by a variety of factors, including, but not limited to:

- **The Borrower overestimates its ability to repay** - each Borrower should evaluate its current and future financial position itself and assess its ability to repay. For various reasons, the Borrower could overestimate its future cash flows and borrow more than it will be able to repay.
- **Limitations of initial risk scoring** - the Lending Company has developed its own method for scoring customer credit risk that relies on various information, which can be collected also from other parties than the Lending Company (e.g., credit rating agencies). There is a risk that the information could be wrong or outdated, or that the scoring method is not sufficient.
- **Unexpected events** - reasons why the Borrower could miss a repayment, include loss of employment, a delay in receiving expected income, unexpected costs, or even disability or death.
- **Macroeconomic factors** - the credit risk scoring of the Lending Company makes assumptions about the client's ability to repay during normal economic conditions. A sudden change in macroeconomic factors could significantly impact the Borrower's ability to make repayments.
- **Other liabilities** - the underlying Loans that are linked to the Note usually do not restrict the Borrower from incurring additional unsecured or secured debt. Additional debt may adversely affect the Borrower's creditworthiness and could result in financial distress, insolvency or bankruptcy of the Borrower.
- **Loan issued in a different currency than the Borrower's income** - in some cases, the Loan that has been issued to the Borrower is in a different currency than the currency in which the Borrower earns income. Significant changes in the exchange rates or a local currency devaluation could impact the Borrower's ability to make repayments.

2. **It may not be possible to recover the full principal and interest owed by the Borrowers, thus the Noteholder may not receive back its invested amount**

While any recoveries from a Borrower are limited to the value of Borrower's assets (if any), some jurisdictions may, set a lower limit that creditors may claim from the Borrower or define a list of the estate which is not allowed to be alienated for recovery purposes, thus reducing the maximum amount that could be covered from the Borrower.

The underlying Loans that are linked to the Note do not restrict the Borrowers from incurring additional unsecured or secured debt. This means that if the Loan is not secured by an asset and any funds from the Borrower are available for recovery, these funds could be allocated to various creditors, i.e., not only the Lending Company, but also other persons that the Borrower owns money to, such as local tax agency, state authorities, other lending companies and utility companies.

If the Loan is secured by an asset, the proceeds from the sale of the asset would be allocated proportionally to the Noteholders of the same Series and all other creditors whose receivables are secured by that asset (unless another allocation order applies under applicable law). In addition, the pledged asset (e.g., car, property) might lose its value and could be sold for an amount that is less than the amount due to the Noteholder, or the asset could be stolen, hidden, alienated, missing or damaged. There is also a risk that any pledge securing the Borrower's obligations under the Loan Agreement may become invalid or unenforceable due to a number of reasons, including, but not limited to, cases when legal relations arising from the loan documents are recategorised by the court of law, mistakes and omissions are made and/or due procedures are not followed when the pledge is formed. In that case, the obligations of the Borrower would become unsecured and the credit risk significantly increases.

There could also be the case, especially where the amount of the Loan is low, that the expected collection and recovery costs might be higher than the debt itself, which means the collection and recovery is not economically reasonable, thus it would not be pursued.

In addition, the Loan Agreement may, for a variety of reasons, be challenged and thus the ability of the Lending Company to exercise its rights under the Loan Agreement may be delayed or otherwise hindered for an undefined term. The reasons for challenging the Loan Agreement could include errors in agreements, electronic form of agreement (while the legal form requirement might be met in principle by such electronic signature, its value as evidence in court proceedings in some jurisdictions could be less compared to an actual signature made by hand on a physical document), compliance with regulations, such as consumer protection laws, as well as borrower identify fraud cases.

Due to the reasons described above the Noteholder may experience delayed repayments or partial or full loss of the amount invested in Notes.

### **3. The Borrower may repay the Loan early**

A Borrower may repay all or a portion of the remaining principal amount at any time without penalty. This may happen, for example, in cases where the Borrower can acquire lower cost financing from other sources and wishes to refinance the Loan. The Loan Agreement might be also terminated or cancelled in advance by the Lending Company, triggering the early repayment of the amounts due by the Borrower without penalty. While the Noteholder may invest the repaid money elsewhere, the return on the investments could be lower than the initially planned return.

### **4. The Borrower may face difficulties to repay the Loan in advance**

A Borrower may breach the Loan Agreement, for example, the Borrower takes out additional loans without permission from the Lending Company or alienates the collateral, and the Lending Company can therefore require early Loan repayment in full. A Borrower may lack necessary financial resources to make such advance payment, so this could lead to Borrower's debt restructuring or debt collection and result in the Noteholder experiencing delayed repayments or partial or full loss of invested amount under Notes.

- **RISKS SPECIFIC TO LOAN SERVICING**

**1. The Lending Company is not able to continue Loan servicing**

Various factors can negatively impact the Lending Company's ability to provide Loan servicing, which in turn could lead to delayed repayments to the Noteholder or even partial or full loss of the invested amount. Some of the factors are:

- **Loss-making operations** - The Lending Company may experience losses due to various business events and factors, such as intense competition, higher than expected cost of client acquisition, high recovery costs, unexpected costs, reduction in the portfolio sizes, changes in local regulation with regards to new Loans and management errors.
- **Macro-environmental factors** - Various macro-environmental factors, such as recession, military conflict, natural disasters or pandemic, could significantly increase the non-performing Loans ratio.
- **Freezing, seizing or closing of the Lending Company operational bank account** - The account that the Lending Company uses for operations might be seized, blocked, or closed for a number of reasons, including anti-money laundering and know your client breaches, sanctions violations, state authorities' arbitrary actions, or insolvency of a bank or payments services provider. Inability to use the bank account could restrict the Lending Company's ability to collect Borrowers' repayments and transfer funds to the Issuer for an indefinite time, or even lead to insolvency or bankruptcy of the Lending Company.
- **Currency control restrictions or lack of corresponding banks chain** - The local government could introduce certain currency control restrictions, leading to a situation where the Lending Company is not able to make payments in foreign currency and/or to the beneficiary that is a foreign entity and/or to an account in a foreign financial institution. Alternatively, corresponding bank relations of a bank or payments services provider which maintains the Lending Company's operational accounts could be dramatically amended or terminated, eliminating the Lending Company's ability to make payments towards the Issuer. This may negatively affect payments to the Issuer and thus further distributions to the Noteholder.
- **Changes in local regulation with regards to Loans already issued** - A legislative body of the country where the Lending Company operates could introduce a Borrowers' moratorium (a legally authorised period of delay in the performance of a legal obligation or the repayment of a debt) or even full or partial debt (including interest and penalties) release.
- **Loss of the LC license/authorization, if such is required by the local regulation** - Provision of lending services requires a company to receive special

approval/authorization. Licenses can be revoked or otherwise lost for a number of reasons. Loss of a licence can negatively affect the LC's ability to continue its operations and service the existing Loans.

- **Other or sole funding sources** - Besides Mintos, the Lending Company may use other sources of funding, such as a bank credit line, corporate bonds issues, private equity or public shares offerings. In some situations, such as an economic downturn, it could be difficult for the Lending Company to attract funding from other sources to refinance the existing liabilities, thus leading to a liquidity crisis that could lead to the Lending Company having difficulties continuing operations. Furthermore, if the Lending Company uses the Platform as a major funding source and a significant number of investors decide to suddenly avoid investing in Notes corresponding to the Loans, the consequences can be the same.

**2. No Backup Servicer may be available for servicing the underlying Loans if the Lending Company is not able to continue Loan servicing**

One of the key roles of the Lending Company with respect to the Notes is to provide Loan servicing. There might be no backup servicer that could be appointed to take over the servicing from the Lending Company if needed. If there is an event of default or other circumstance that disrupts the due servicing of the Loans and administration of the Borrowers' debts by the Lending Company and if at the time no backup solution for Loan servicing exists, the timeline and volumes of repayments could be significantly impacted, leading to a partial or full loss of amounts invested in Notes.

**3. The Lending Company may intentionally or unintentionally breach its contractual obligations**

There is a risk that the Lending Company performs actions that are in violation of the Transaction Documents, including the risk of fraud against the Issuer and Mintos, resulting in the partial or full loss of amounts invested in Notes. Contractual breaches that may happen include, but are not limited to:

- **Loan Receivables sold to the Issuer are or will be pledged to other creditors** - According to the Transaction Documents, to which the Lending Company is a party, the Loan Receivables underlying Notes must not be pledged to any creditors. If the Lending Company intentionally or unintentionally pledges the specific Loan Receivables sold to the Issuer to other creditors, the Noteholder could lose some or all the invested funds if the Lending Company defaults or becomes insolvent.
- **False or incomplete information about the Lending Company's** - All information in this Base Prospectus about and/or related to the Lending Company has been provided and certified by the Lending Company as actual, true, and complete. Material errors or omission of such information could initially affect the decision of the Noteholder to invest in a particular Note and eventually result in a negative outcome of the investment.
- **False Borrower data** - The Lending Company provides Mintos with information about the Loan status, the Borrowers, repayment schedules, repayments, extensions of the underlying Loans or changes to the Loan Agreements. While Mintos regularly asks the Lending Company to provide scanned copies of the documents as evidence for randomly selected Loans, Mintos does not check and verify all Loans backing the



Notes. There is a risk that the Lending Company intentionally or unintentionally has provided wrong information to Mintos or fails to provide information to Mintos at all, and as a result, the payments under the Notes could be impacted.

- **The Lending Company stops cooperation with Mintos** - The Lending Company could for some reason suddenly stop cooperating with Mintos. This could mean not honouring its obligations under the existing agreements, including the Transaction Documents and breach of their provisions. The Lending Company could stop making payments to the Issuer, which means the Issuer would not be able to make payments to the Noteholder. The Lending Company might also stop providing Mintos with the necessary information or providing the information with significant delays.

#### **4. Insolvency of the Lending Company**

Insolvency, bankruptcy or other similar adverse events may significantly influence or even dismiss the ability of the Lending Company to service issued Loans and to execute the undertaken Buyback Obligation and Repurchase towards the Issuer. This means that if the Lending Company experiences significant problems, the Lending Company may not be able to transfer the underlying Loan repayments from the Borrower or make payments of buyback price or repurchase price to the Issuer which would mean that the Issuer would not be able to make payments to the Noteholder.

The Lending Company may be required to continue to treat the Loan Receivables as assets of the Lending Company from an accounting perspective. Reflection or recognition of the Loan Receivables sold to the Issuer as the Lending Company's balance sheet assets if insolvency proceeding is initiated, may lead to the receiver or the administrator not recognising the Issuer's title over the Loan Receivable sold to it. In this case, the Issuer would need to take legal actions to protect its interests in the Loan Receivables. The Issuer may have to prove to the administrator, receiver and/or other parties that the Loan Receivables and the Borrower payments towards them are not to be included in the assets of the Lending Company that are available for the general pool of creditors. Should the Loan Receivables be treated as assets of the Lending Company that are available for the general pool of creditors and not of the Issuer, the Issuer might be treated as an unsecured creditor of the Lending Company and it may then be entitled to receive only a portion of all distributions available to the unsecured creditors of the same class, and this portion of distributions may be not enough to cover the indebtedness towards the Issuer partially or in full.

In case of insolvency, an administrator usually is bound to consider which past transactions of the insolvent company have to be contested and which sold assets or transferred funds have to be clawed back. There is a risk that the administrator of the Lending Company takes action to claw back to the Lending Company estate, the Loan Receivables sold to the Issuer or amounts paid to the Issuer. The Issuer would then have to take legal actions to protect its interests in the Loan Receivables and the Borrower payments, and argue against the position of the administrator in judicial proceedings, which could be long and costly, and no assurance could be made of its successful outcome.

The Transaction Documents allow Mintos to appoint a backup servicer, who would take over the servicing of the Loan Receivables in case of insolvency or bankruptcy of the Lending Company. The enforcement of rights under contracts might not result in recoveries for the Noteholder in a swift manner, and the recovery might be affected by lengthy and costly legal proceedings.

Eventually, the Noteholder may experience delayed repayments or partial or full loss of invested amount under Notes.

## **5. The Lending Company's IT systems may fail or may be breached**

IT systems are a crucial part of all financial services companies and if they are impacted, that could affect the Lending Company's ability to provide financial services to its customers and exchange information with Mintos. This could also result in loss or distortion of significant information and databases that are crucial for sound cooperation between the Lending Company, the Issuer and Mintos, including for Notes issue servicing and administration.

Since IT systems play such a crucial role in the Lending Company's operation, the Lending Company typically devotes a substantial amount of resources to ensure stable and uninterrupted performance of the IT systems. Neither the Issuer nor Mintos audits the Lending Company's IT systems thus cannot ensure their soundness.

### **○ RISKS SPECIFIC TO GUARANTEES AND PLEDGES WHEN THOSE ARE PROVIDED TO THE ISSUER**

#### **1. The Guarantor or pledgor may not honour its obligations**

There might be a Guarantee Agreement, or a pledge provided to secure the obligations of the Lending Company towards the Issuer.

If there is a Guarantee Agreement the Guarantor would be expected to pay the due amount if the Lending Company fails to pay when due. As there is a risk of any party not honouring its obligations under a contract, there is a risk that the Guarantor does not honour its obligations under the Guarantee Agreement. If this happens, the Issuer may take legal action against the Guarantor. There is a risk that the enforcement of rights under the Guarantee Agreement does not result in recoveries for the Issuer, and by extension for the Noteholder, in the anticipated amount, or that the recovery might be affected by lengthy and costly legal proceedings.

If there is a pledge, the pledgor would be expected to allow the Issuer to enforce its pledge by taking over the object of the pledge or putting it up for sale. The procedure for enforcing the rights of the pledge are defined by law in the country of the pledge. There is a risk that the pledged assets might lose their value and could be sold for an amount that is less than the amount due to the Issuer or the asset could be stolen, hidden, alienated, missing or damaged. There is a risk, as with any pledge/security, that it is or becomes unenforceable or invalid (see 'The guarantee or pledge may become invalid or unenforceable' below).

#### **2. The Guarantor or pledgor may default**

The risk of default, for example, insolvency, is a risk that is present for any counterparty, the Guarantor or the pledgor included.

If the Guarantor defaults, the Issuer cannot rely on receiving funds from the Guarantor even if the Issuer decides to take legal action to recover due amounts from the Guarantor in or outside of the insolvency or bankruptcy proceedings. If the Guarantor defaults, the Issuer might terminate cooperation with the Lending Company and request that the Lending Company repurchase all the Loan Receivables before the term.

If the pledgor defaults, as a general rule the pledge should not be affected and the pledgee should be able to exercise its rights of pledge (to take over the pledge or to put it up for sale

and receive all proceeds from the sale to cover the payments due from the Lending Company). However, the Issuer may decide to terminate cooperation with the Lending Company and request that the Lending Company repurchase all Loan Receivables before their term.

### **3. The guarantee or pledge may become invalid or unenforceable**

There is a risk that guarantees or pledges securing the Lending Company obligations towards the Issuer may become invalid or unenforceable for several reasons, including, but not limited to cases when legal relations arising from the Transaction Documents are recategorised by the court of law, mistakes and omissions are made and/or due procedures not being followed when guarantees or pledges are formed. In that case, the obligations of the Lending Company towards the Issuer defined by the Transaction Documents become unsecured and the credit risk significantly increases, and that may trigger the Issuer terminating cooperation with the Lending Company and requesting repurchase by the Lending Company of all the Loan Receivables before their term. If there is no guarantee to enforce and no pledge to enforce against then the Issuer is left with the Lending Company as the only debtor party from which to expect the payment of monies due from the Lending Company.

#### **○ RISKS SPECIFIC TO MINTOS**

### **1. Various events and failures could cause situations where Mintos is not able to continue operations**

As a relatively new service, Mintos operates in a complex and dynamic regulatory and competitive environment and various events and failures could lead to Mintos terminating the provisioning of services, including the operations of the Platform. These events include but are not limited to revocation of licence, weak financial performance, negative reputation, non-compliance events, dramatic changes in the applicable regulations impacting Mintos operating model or an economic downturn. If Mintos ceases operations, this could significantly impact the Noteholder's ability to receive repayment on time.

Should Mintos enter liquidation or insolvency, as a regulated and supervised entity, the process will be supervised by the FCMC. The appointed liquidator or administrator will take over the functions of the management board. Mintos will continue servicing its clients and the Investment Accounts, and relevant financial instruments portfolios in line with what Mintos is permitted to do according to the applicable insolvency and liquidation rules. The process from the moment of the appointment would be led by the appointed administrator or liquidator. In some cases, the Investors' Protection Law may apply. Such processes may significantly influence the investment's return times and make the return more complex to the Noteholder.

Furthermore, Mintos could for some reason suddenly stop honouring its obligations under the existing agreements, leading to delayed payments or partial or full loss of the amount invested in the Notes.

### **2. Non-compliance with regulations could lead to revocation of Mintos' licence**

To provide services to clients, Mintos, as the operator of the Platform, has received an investment firm licence from the FCMC. The licence could be suspended or revoked due to non-compliance with regulations by Mintos. Loss of licence by Mintos could lead to delayed payments or partial or full loss of invested amount under the Notes.

### **3. Failure of IT systems or a security breach could lead to significant liabilities and harm**

## **relationships with customers**

The technology that Mintos has developed over the years is a cornerstone of Mintos' future success. The satisfactory performance, reliability and availability of the Platform is critical to its operations, customer service and reputation.

While Mintos has taken steps to protect confidential information, the techniques used to obtain unauthorised, improper or illegal access to systems, data, or customer data, or to disable or degrade services are constantly evolving and may not be detected quickly.

As a result, Mintos' and Mintos' third-party vendor security measures might be breached, and these security breaches could result in confidential client information being stolen. Breaches of security measures because of third-party action, employee error, third-party vendor error, design flaws in the software, or interruptions in Mintos' systems and services could adversely impact our relationships with Mintos' clients, harm Mintos' reputation and expose Mintos to significant liability.

Furthermore, in the event of damage or interruption, existing insurance policies may not adequately compensate Mintos and Mintos' clients for any losses that may have been incurred. Nevertheless, as IT systems are crucial to Mintos' operations, a substantial amount of resources are devoted to ensuring the stable and uninterrupted performance of the IT systems.

### **4. Mintos' bank accounts could be frozen or closed and banks, where the Noteholder funds are held, can become insolvent**

Mintos clients' funds, including the fund being deposited in the Issuer's Account for settlement under the Notes, are kept segregated from Mintos' own funds in several bank accounts marked as client funds accounts.

One or several of those bank accounts that Mintos uses might be blocked, seized or closed for a number of reasons, including insolvency of the banks, resulting in interruptions of fund transfers to the Lending Company and the Noteholder.

### **5. Significant problem or termination of the agreement with a Mintos partner may affect the provision of services to the clients**

While providing its services, Mintos relies on several carefully selected partners (e.g., cloud computing providers), and any problems with the service providers could impact Mintos' ability to provide services to the Noteholder. Mintos has taken several steps to reduce the likelihood and impact of such occurrences, such as having backup service providers where feasible, there is still a risk that the Noteholder may not be able to access the Platform or receive services.

### **6. Certain situations or actions may raise conflicts of interests**

While the rights and the responsibilities of Mintos, the Issuer, the Lending Company are detailed in the Transaction Documents and this Base Prospectus, and Mintos has established policies and procedures to mitigate the risk, it is not possible to fully avoid the possibility of a conflict of interests between the parties that could impact the interests of the Noteholder.

While Mintos provides placement services to the Issuer with respect to the Notes, Mintos also provides the infrastructure services for the Lending Company and the Issuer to perform sales of the Loan Receivables to the Issuer, as well as to exercise the Buyback Obligations and Repurchases. Mintos receives fees from the Lending Company for placement services. Mintos

has carefully set up the fees in a compliant manner and so that it would not violate the conflict of interest management rules. Such placement fees might qualify as inducements and Mintos would disclose information on these inducements to the Noteholder. In addition to inducement disclosures, Mintos has set up internal procedures to identify and manage conflicts of interest. Some conflicts of interest require disclosure and those are disclosed.

- **RISKS SPECIFIC TO THE ISSUER**

- 1. The Issuer could default on its obligations or become insolvent**

The Issuer is a wholly-owned Mintos Group company, and not engaged in any business activities other than those provided in this Base Prospectus. There is a risk that the Issuer could suddenly stop effectively honouring its obligations under the existing agreements and breaching its provisions, resulting in missing repayments to the Noteholder. This could lead to delays in repayments and partial or full loss of invested amounts.

While the Issuer is created, established and performs its operations as a special purpose undertaking, due to possible legal shortcomings of the applicable law and/or judicial practice, the Issuer might be found insolvent due to the following reasons, including, but not limited to, a Noteholder or other creditor initiating the insolvency procedure against the Issuer in bad faith and the court not finding limited recourse and non-petition provisions defined by this Base Prospectus as a sufficient ground to reject such proceeding. In such situations, the Noteholder could experience delays in receiving its invested funds and its priority as a creditor of the Issuer might be changed by the rule of law, leading to receiving fewer amounts than due under the Notes.

The Terms and Conditions of the Notes (in section 10 of this Base Prospectus) are set up and drafted as having legal force and addressing concerns as legally binding contractual obligations. There can be external circumstances that might influence such legal construction, including, but not limited to court ruling, and/or new or modified legal enactments.

- 1. Mintos may not be able to cover the maintenance and administrative costs of the Issuer**

Considering the pass-through nature of the Issuer, the maintenance costs and administrative expenses of the Issuer are, in essence, covered by the Lending Company, either via direct compensation mechanism or indirectly via Mintos. If for any reason mentioned above in '*RISKS SPECIFIC TO MINTOS*', Mintos is not able to cover such costs, it could significantly influence the operations of the Issuer and its ability to service Notes and make payments to the Noteholder.

- 2. Information asymmetry**

With a reference to risks described above in 'The Lending Company may intentionally or unintentionally breach its contractual obligations - False or incomplete information about the Lending Company' and '-False Borrower data', part of the information in this Base Prospectus as well as significant information being received during the term of the Notes is being sourced and received from the Lending Company. There is a risk that the Lending company can provide material information with delay or fails to provide information to the Issuer at all. As a consequence:

- the Issuer through Mintos acting as its authorised representative will not be able to timely enforce its rights provided in the Transaction Documents and to act in the

interests of Noteholders; and

- the Issuer will not be able to prepare and publish supplements to this Base Prospectus in a timely manner, which could impact the Noteholders' judgement on purchasing the Notes being unaware of any significant new factor, material mistake or inaccuracy related to the information being sourced from the Lending Company.

### **3. Cross-risks applicable to the Issuer**

Considering the pass-through nature of the Issuer, the Issuer and its abilities to pay amounts due to the Noteholders under the Note are exposed to all the risks listed above in '*RISKS SPECIFIC TO THE UNDERLYING LOAN*', '*RISKS SPECIFIC TO LOAN SERVICING*', '*RISKS SPECIFIC TO GUARANTEES AND PLEDGES WHEN THOSE ARE PROVIDED TO THE ISSUER*' and '*RISKS SPECIFIC TO MINTOS*'.

#### **○ RISKS SPECIFIC TO NOTES**

#### **1. The Noteholder has no rights of recourse against the Borrowers, the Lending Company, the Guarantor or the pledgor**

The Noteholder has no direct right to the Loan Receivables. Instead, the Noteholder is acquiring Notes, which are backed by the corresponding Loan Receivables. The legal title in the Loan Receivables and relevant rights arising from them are vested in the Issuer. This means that the Noteholder will have no direct recourse against the Borrowers and no ability to independently and in its discretion to pursue any Borrower to collect payments under the relevant Loan. For the same reason the Noteholder will have no direct recourse against the Lending Company, the Guarantor and/or the pledgor, and no ability to pursue the Lending Company, the Guarantor and/or the pledgor to enforce them to duly perform their duties and obligations due. All such actions are carried out by the Issuer as the legal owner of the Loan Receivables according to the provisions of this Base Prospectus and the Transaction Documents.

#### **2. Change of creditors priority**

The outcome of judicial or insolvency procedure could overrule the creditors' priority in this Base Prospectus due to requirements of the law, meaning that the Noteholders of one Series of Notes could become equal creditors to Noteholders of other Series of Notes, thus all the proceeds the Issuer receives from all the Loan Receivables is distributed on *pro rata* basis or otherwise.

#### **3. Certain costs may rank higher than payments to the Noteholder**

While it is the Issuer's responsibility to transfer to the Noteholder all payments that have been received from the Lending Company, including the payments from the Borrowers received by the Lending Company, there are certain costs, such as taxes, Mintos' fees and recovery costs that rank higher than payments to the Noteholder. This means that the Noteholder would only receive payment after the payment obligations of a higher priority have been settled.

Also, there is a risk that the outcome of judicial or insolvency procedure could define other priority of payments, which differs from the priority in this Base Prospectus.

#### **4. Liabilities that are not Series specific will be allocated to all Series of Notes proportionally**



If there are higher priority costs, i.e., taxes, fees and recovery costs, related to the specific Note, then these will be covered from the payments due to the Noteholders according to the Priority of Payments defined in this Base Prospectus. Where the liability is not Series-specific, for example, legal costs, the liability will be allocated to all Series of Notes proportionally unless otherwise defined by the Priority of Payments.

## **5. Event of default under another prospectus affecting Noteholders of this one**

The Issuer has or could in future enter into transactional documentation to issue loans' backed and contingent notes with other lending companies, being part of the ESTO Group.

If for some reason an event of default arises under another prospectus, it can lead to an event of default under this Base Prospectus, and as a consequence Noteholders can face similar risks as described in the paragraph 2, 3 and 4 of the RISKS SPECIFIC TO THE NOTES, for example, the outcome of judicial or insolvency procedure could overrule the creditors' priority due to requirements of the law, meaning that the noteholders under other prospectus could be treated *pari passu* with other unsecured creditors of the Issuer, including with the Noteholders of Notes issued under this Base Prospectus, and/or could define other priority of payments, which differs from the priority in this Base Prospectus, meaning that proceeds received from the Lending Company which otherwise would be attributable to Series Specific Loans could be diverted to make payments with respect to other prospectuses of the Issuer and/or with respect to such proceedings.

## **6. Due diligence and monitoring performed by Mintos and risk score allocated are limited in scope, do not address all material risks, and do not provide any assurance or indemnification**

Before the Lending Company joins Mintos and during the cooperation, Mintos carries out due diligence and assigns a Mintos risk score. It is important to point out that these processes are limited in scope and do not address all material risks relating to an investment in the Notes, but rather reflect the view of Mintos at the time the due diligence and monitoring are performed.

Even if Mintos continuously measures the accuracy of the Mintos risk score and evaluates the need to adjust the methodology when new data is obtained, these processes might not guarantee any further performance of the investment.

Mintos neither provides any assurance or guarantee for the Noteholder nor indemnifies or holds Noteholder harmless for any loss or adverse consequence directly or indirectly arising from the Noteholder relying upon the risk score or due diligence and monitoring performed. Basing investment decisions solely on the Mintos risk score could lead to a partial or full loss of invested amounts.

## **7. No specific securitisation laws in Latvia**

There are no dedicated laws and regime in Latvia addressing specific special purpose vehicle issuer insolvency or limited recourse concepts. Mintos believes the Terms and Conditions of the Notes are set up and drafted as having legal force and addressing such concerns as legally binding contractual obligations. There might be circumstances that influence such legal construction, including, but not limited to the court ruling, or new or modified legal enactments. Eventually, this could lead to delayed payments or partial or full loss of the amount invested in the Notes.

## **8. Repurchase could impact planned return**

The Lending Company may repurchase the Loan Receivables from the Issuer at any time at their then outstanding principal value without any penalty or other compensation. This may happen, for example, in cases where the Lending Company can acquire lower cost financing from other sources and wishes to refinance the Loan.

The Lending Company not only has a right to repurchase, but also has an obligation to repurchase the Loan Receivables from the Issuer upon the occurrence of certain events specified in the Cooperation Agreement. The Lending Company may become obliged to repurchase one or several affected Loan Receivables, as well as there are certain events that may trigger the obligation to repurchase all the Loan Receivables. Occurrence of a Material Event of Default under the Cooperation Agreement triggers the obligation to repurchase all the Loan Receivables.

If the repurchase right is exercised by the Lending Company or if the repurchase obligation arises, the relevant Series of Notes will be redeemed early in full or in part once the Issuer has received the repurchase price from the Lending Company. The Noteholders' return on the investments in the Notes which are redeemed due to the repurchase will be lower than the initially planned return.

## **9. New regulations introduced in the future could impact the Noteholder and Mintos**

Due to several reasons, such as improvements in computer technology, the financial crisis of the past decade and a greater focus on preventing the legalisation of illegally gained proceeds, the financial industry over the last years has experienced the introduction of several new regulations. With further developments and adoption of technologies, jurisdictions, either where Noteholders or Mintos Group are domiciled are likely to introduce new regulations or administrative interventions that could relate to Notes or online marketplaces such as the Platform. Such regulation in the future, for example, could enhance investors' protection measures, limit access to Notes to only qualified or sophisticated Noteholders, limit the proportion of the portfolio that can be invested through Notes or introduce any other restricting measures.

Furthermore, the introduction of new regulations or significant changes to the existing regulations could impact the profitability, cost base and future operations of Mintos. Failure to comply with regulation could lead to, among other things, lawsuits, administrative enforcement actions, penalties, and revocation of licences and authorisations. Eventually, this could lead to delayed payments or partial or full loss of invested amounts under Notes.

## **10. New regulation in relation to taxes could impact the expected return for the Noteholder**

In the event that new regulation is introduced, or existing regulation or its interpretation changes so that the Issuer and/or Mintos needs to withhold additional taxes before making payments to the Noteholder, and the Issuer and/or Mintos is required to withhold any transfer tax, stamp duty and/or financial transactions tax, this could impact the expected return on investment for the Noteholder. Similar developments in the Noteholders' tax residence country can lead to the same consequences.

## **11. Notes have limited liquidity and transferability**

The Notes are illiquid securities and there is no active market for them, and the Notes are not

admitted to any trading venue. The potential buyers and transferees are limited only to other Mintos' clients who are registered on the Platform. Which all means that the Noteholder might need to offer the Notes with a significant discount and hence would not meet the expected return on the investment, or might even be unable to sell them at all during a shorter or longer period of time. Furthermore, to protect Noteholders that use automatic investment solutions from making investment decisions, Mintos may restrict the execution of orders to sell the Notes according to the terms and conditions of the agreements between the Investors and Mintos.

The Noteholder should therefore only invest in Notes that the Noteholder is comfortable with holding to maturity.

**12. An undiversified investment portfolio may lead to greater exposure to the Lending Company and country-specific risks than a well-diversified portfolio**

Investment in a single Note, Notes issued in relation to the Lending Company or Notes with underlying Loans related to one country means that the performance of the portfolio and risk exposure depends on that Note, the Lending Company, country and currency risk.

Mintos encourages its customers to build a well-diversified portfolio and provides several tools to automate investing in Notes, making this easier.

**13. Investing in Notes issued in other currencies increase the Noteholder's exposure to currency risk**

If a Noteholder invests in Notes denominated in a currency that is different from the currency that the Noteholder earns and/or spends, the return on the investment could be significantly impacted by the fluctuations in the exchange rate between those currencies. This means that if the underlying currency depreciates significantly, the Noteholder could lose part of the investment, and if the currency appreciates significantly, the Noteholder could earn a higher return on investment.

**14. Notes are not bank deposits**

Investment in Notes does not have the status of a bank deposit in Latvia or elsewhere, and is not within the scope of the deposit protection or guarantee scheme operated by the Republic of Latvia or any other jurisdiction.

### 3. GENERAL INFORMATION

#### Important notices

THIS BASE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED OTHER THAN AS PROVIDED BELOW AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. THIS BASE PROSPECTUS MAY ONLY BE DISTRIBUTED OUTSIDE THE UNITED STATES TO PERSONS THAT ARE NOT U.S. PERSONS AS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS BASE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

NOTHING IN THIS BASE PROSPECTUS CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION. THE SECURITIES DESCRIBED IN THIS BASE PROSPECTUS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS.

Any materials relating to any potential offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law.

Under no circumstances will this Base Prospectus constitute an offer to sell or the solicitation of an offer to buy any securities in any jurisdiction other than provided on page 1 of this Base Prospectus.

#### Responsibility for this Base Prospectus

The Management Board of the Issuer:

Title	Name
Chairman of the Management Board	Martins Sulte
Member of the Management Board	Martins Valters

accepts responsibility for the information contained in this Base Prospectus (other than the information in the sections entitled '7. THE LENDING COMPANY', '8. THE LOANS' and '9. THE GUARANTOR'). To the best of its knowledge, the information (other than the information in the sections entitled '7. THE LENDING COMPANY', '8. THE LOANS' and '9. THE GUARANTOR') contained in this Base Prospectus is in accordance with the facts and makes no omission likely to affect its import. Any information from third parties identified in this Base Prospectus as such has been accurately reproduced and that as far as the Issuer is aware and are able to ascertain from the information provided by a third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Lending Company accepts responsibility for the information contained in the sections entitled '7. THE LENDING COMPANY', '8. THE LOANS' AND '9. THE GUARANTOR' of this Base Prospectus. To the best of its knowledge, the information contained in sections entitled '7. THE LENDING COMPANY', '8. THE LOANS' and '9. THE GUARANTOR' of this Base Prospectus is in accordance with the facts and makes no omission likely to affect its import.

## **Final Terms**

Each Series of Notes will be issued on the terms and conditions set out under the section entitled '10. TERMS AND CONDITIONS OF THE NOTES' of this Base Prospectus as completed by the applicable Final Terms. The Final Terms will be published on the website [www.mintos.com](http://www.mintos.com). A form of applicable Final Terms is set out under the section entitled '12. APPLICABLE FINAL TERMS' of this Base Prospectus.

## **Other relevant information**

This Base Prospectus must be read and construed together with any supplements to this Base Prospectus and with any information incorporated by reference in this Base Prospectus and, concerning any Series of Notes, must be read and construed together with the relevant applicable Final Terms.

## **Unauthorised information**

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into concerning the Programme, any information supplied by the Issuer, or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer.

Mintos has not authorised the whole or any part of this Base Prospectus and does not make any representation or warranty, or accept any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus or any responsibility for the acts or omissions of the Issuer or any other person in connection with the issue and offering of the Notes, nor does Mintos or any of its shareholders, directors, affiliates, advisers or agents take any responsibility for the acts or omissions of the Issuer or any other person in connection with the issue, offering and sale of the Notes.

## **Restrictions on distribution**

The distribution of this Base Prospectus and any Final Terms, and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and Mintos to inform themselves about and to observe any such restrictions. In particular, Notes have not been and will not be registered under the Securities Act. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons. Neither this Base Prospectus nor any Final Terms constitute an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, Mintos or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms will be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer. Mintos has not provided any financial or taxation advice in connection with the Programme or the Notes.

## **Programme limit**

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed EUR 52 000 000.00 (fifty two million euro) (or its equivalent in other currencies).

## **Language**

The language of this Base Prospectus is English. Certain legislative references and technical terms

have been cited in their original language so that the correct technical meaning may be ascribed to them under applicable law.

### **Ratings**

No Series of Notes issued under the Programme will be rated by any credit rating agency.

### **Currencies**

Unless otherwise indicated, the financial information contained in this Base Prospectus has been expressed in euro. The Issuer's functional currency is euro, and the Issuer prepares its financial statements in euro.

### **Third-party and market share data**

This Base Prospectus contains information regarding business of the Issuer, Mintos, the Lending Company and others, and the industry in which they operate and compete. Where third party information has been used in this Base Prospectus, the source of such information has been identified. Statistical information included in this Base Prospectus has been derived from official public sources, including the statistical releases. All such statistical information may differ from that stated in other sources for a variety of reasons, including the use of different definitions and cut-off times. This data may subsequently be revised as new data becomes available and any such revised data will not be circulated by the Issuer to Investors who have purchased the Notes. In some cases, independently determined industry data is not available. In these cases, any market share data included in this Base Prospectus is referred to as having been estimated. All such estimates have been made by either the Issuer or the Lending Company using its information and other publicly available market information. Each of the Issuer and the Lending Company believes that these estimates of market share are helpful as they give prospective Investors a better understanding of the industry in which the Issuer or the Lending Company operates as well as its position within that industry. Although all such estimations have been made in good faith based on the information available and the Issuer's or the Lending Company's knowledge of the market within which it operates, neither the Issuer nor the Lending Company can guarantee that a third-party expert using different methods would reach the same conclusions. Where information has not been independently sourced, it is the Issuer's or the Lending Company's own information.

### **No incorporation of website information**

The Issuer is affiliated with Mintos and their website is [www.mintos.com](http://www.mintos.com). Unless specifically incorporated by reference into this Base Prospectus, information on the website or any other website mentioned in this Base Prospectus or any website directly or indirectly linked to these websites has not been verified, is not incorporated by reference into, and does not form part of, this Base Prospectus, and Investors should not rely on it.

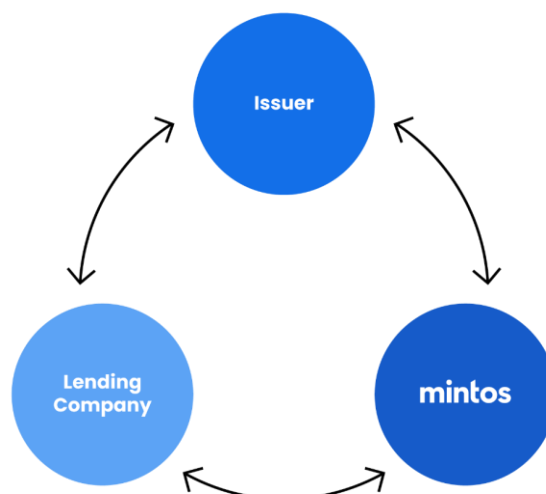


#### 4. TRANSACTION OVERVIEW

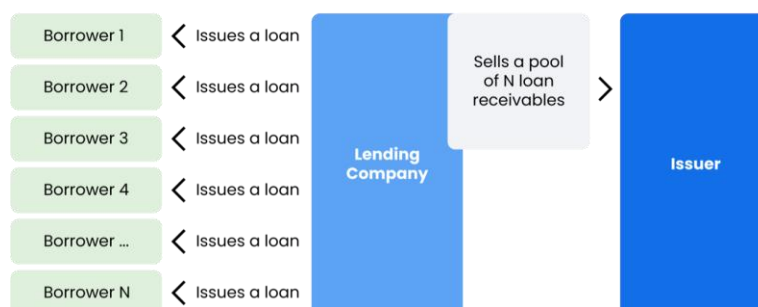
##### ○ THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES

##### ▪ The Issuer, Mintos and the Lending Company

The Issuer, Mintos and the Lending Company have entered into the Transaction Documents for the issue and sale of the Notes as described in this Base Prospectus.



##### ▪ Transfer of the Loan Receivables by the Lending Company to the Issuer



The Lending Company makes, from time to time, an irrevocable offer to sell the Loan Receivables by using the API connection set up with Mintos.

The offer for sale of the Loan Receivable is accepted, on behalf of the Issuer, by Mintos generating the Transfer Document. Mintos verifies the information provided through the API. The Loan Receivables are required to meet certain eligibility criteria to form a 'pool' of Loan Receivables to serve as the underlying assets for a particular Series of Notes and to satisfy other conditions precedent.

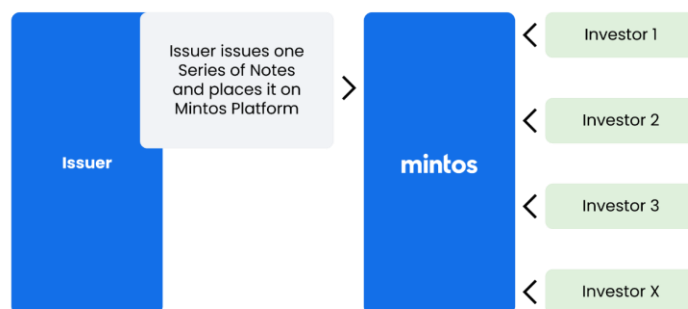
Payment for the acquired Loan Receivable is subject to placement of the Series of Notes.

That means the Loan Receivables transferred to the Issuer and backing the Series have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes. The Lending Company retains in relation to each Loan (a) the 'skin in the game' in keeping at least 10% of

the principal amount outstanding and (b) any collateral consisting of pledge rights (if any).

The Borrowers are not notified of the transfer of the Loan Receivables. The Lending Company continues to service the Loan Receivables.

- **Issue of Notes**



Once the Issuer has a pool of the Loan Receivables, Mintos publishes the Final Terms for the relevant Series of Notes on the Platform on behalf of the Issuer. This process is automated and takes place in real-time.

As of the Issue Date, the Notes are publicly offered by the Issuer through the Platform. Investors can purchase Notes from the Issue Date until the Maturity Date of the Notes provided in the Final Terms or until the time when the Notes are fully sold to Investors by the Issuer, whichever occurs earlier. Information about the offer results of the Notes is published on the website [www.mintos.com](http://www.mintos.com) in real time starting from the Issue Date of the Notes. Subscriptions will not be reduced, which means refund of amounts paid in excess does not apply. The Issuer does not expect any conditions to which offer of the Notes would be subject.

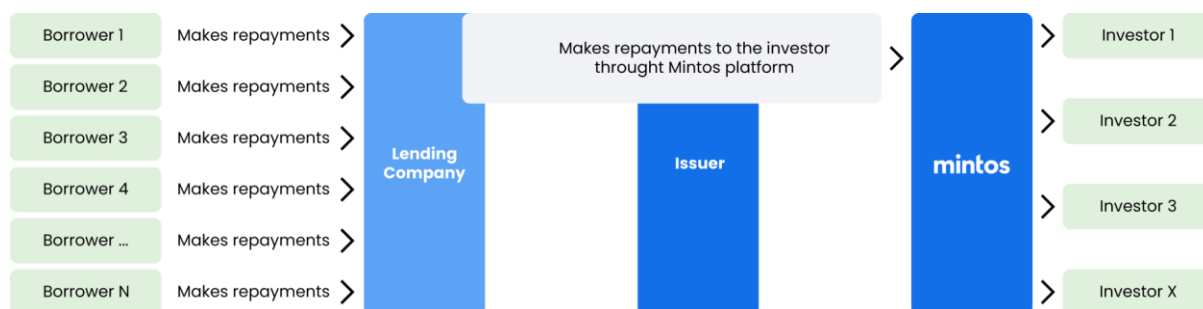
To purchase Notes from the Issuer, the Investor registered on the Platform submits an investment order using the “Primary market” section of the Platform, indicating the amount of money that the Investor wishes to invest in particular Notes. The Investor can also use automated portfolio management services provided by Mintos to purchase the Notes. The process for purchasing Notes is automated and takes place in real-time. When the investment order is accepted by the Platform, Mintos debits cash funds from the Investor’s cash account with Mintos in exchange for delivery of the Notes to the Investor’s financial instruments account with Mintos. Paying for the Notes and delivery of the Notes take place simultaneously. The Notes allotted are available as soon as the investment order is executed by Mintos, by means of the Investor’s profile on the Platform. Further alienation of Notes could be done as soon as available on the Investor’s Investment Accounts.

Minimum subscription amount is one Note. Maximum subscription amount is up to the Aggregate Nominal Amount for the relevant Series of Notes, but subject to the nominal amount of the Notes being available for purchase from the Issuer as at execution time of the investment order at Mintos.

No expenses are expected to be charged to the Investor by the Issuer when purchasing Notes. Currently there is no financial transaction tax to be applied by the Issuer and/or Mintos to the Investor in subscribing or purchasing any Note.

The Issuer expects that net proceeds of any Series of Notes will equal the Aggregate Nominal Amount of the relevant Series.

- **Payments under the Notes**



Interest specified in the Final Terms will begin to be calculated and accrue from (and including) the first day when the Investor has acquired the Notes from the Issuer and the Notes are booked by Mintos in the Investor's financial instruments account.

The Interest and principal payments under the Notes are linked and contingent on corresponding payment being made under the pool of the underlying Loan Receivables. Notes may have different payments which reflect the different Loans issued by the Lending Company, such as:

- fully amortising Notes – the principal amount outstanding of the Notes and interest are regularly paid during the term of the Notes so that the principal amount outstanding of the Notes is zero at maturity of the Notes;
- partially amortising Notes (or 'balloon' Notes) – the principal amount outstanding of the Notes and interest are regularly paid during the term of the Notes but, a 'balloon' of principal amount outstanding of the Notes remains which is paid at maturity of the Notes;
- interest only Notes – only the interest is regularly paid during the term of the Notes, whilst the principal amount outstanding of the Notes is paid at maturity of the Notes; and
- bullet Notes - both the principal value outstanding of the Notes and interest are paid at the maturity of the Notes.

#### ▪ The Buyback Obligation

The **Buyback Obligation** is the obligation, if any payment under any of the relevant Loans is delayed by more than 60 days, for the Lending Company to repurchase the relevant Loan Receivables from the Issuer, provided that the Buyback Obligation is stated as being applicable in the Final Terms.

If the Buyback Obligation is triggered, the relevant Series of Notes will be redeemed early in part once the Issuer has received the buyback price from the Lending Company. The buyback price is the nominal value of the Loan Receivable as it is at the time when the Buyback Obligation arose, which means the nominal value of the principal outstanding and the interest and other ancillary claims assigned to the Issuer that form part of the Loan Receivable up to the date when the Buyback Obligation was triggered.

#### ▪ Repurchase

**Repurchase** is the right or obligation for the Lending Company to repurchase the Loan Receivable(s) from the Issuer on the occurrence of certain events specified in the Cooperation Agreement.

**The Repurchase rights** the Lending Company may exercise at any time with respect to any Loan Receivable(s). The repurchase price is the nominal value of the Loan Receivable, which means the nominal value of the principal outstanding and the interest and other ancillary claims assigned to the Issuer that form part of the Loan Receivable up to the date when the Repurchase right was exercised,

as it is at the time when the Repurchase right was exercised.

If during the validity of the Cooperation Agreement the Lending Company exercises its rights to repurchase individual Loan Receivables of performing loans (loans that are not delayed by the Borrower), the Lending Company shall be obliged to repurchase the same amount of the Loan Receivables on non-performing loans with a delay of 1 to 59 days (if any) and on non-performing loans with a delay of 60 and more days (if any). Namely, if the Lending Company repurchases 10% (ten per cent) of the Loan Receivables on performing loans, the Lending Company shall be obliged to repurchase 10% (ten per cent) of the Loan Receivables on non-performing loans with a delay of 1 to 59 days and 10% (ten per cent) of the Loan Receivables on non-performing loans with a delay of 60 and more days. The Loan Receivables of non-performing loans subject to the repurchase are randomly selected by the Lending Company at its own discretion. If Lending Company fails to repurchase the Loan Receivables of non-performing loans as per this clause, Mintos shall randomly select the Loan Receivables on non-performing loans subject to the repurchase by the Lending Company.

**The Repurchase obligation** arises either with respect to one or several Loan Receivables or it may as well arise with respect to all Loan Receivables.

Individual affected Loan Receivable(s) must be repurchased by the Lending Company according to the Cooperation Agreement if the following occurs:

- (a) termination by the Lending Company of a Loan Agreement from which the Loan Receivable arises;
- (b) in case any of the following events occur:
  - if the Loan Agreement from which the respective individual Loan Receivable arises is or shall for any reason and by any means become invalid or unenforceable whether in whole or in part or it becomes impossible or unlawful for any party to any such document to perform its obligations under such documents; or
  - if, in the reasonable opinion of Mintos and/or the Issuer and/or the Lending Company, the Borrower's fraud or fraudulent misrepresentation has been established;
- (c) with respect to the affected Loan Receivable that is determined in the sole discretion of Mintos, in case if any of the following events occur:
  - if certain representations or warranties of the Lending Company provided in the Cooperation Agreement with respect to the Loan Receivable is or proves to have been untrue when made or deemed to be made;
  - if a breach of an obligation of the Lending Company to comply with certain restrictions on amendments to the Loan Agreements are not complied with or if the Lending Company breaches its duties as a servicer of the Loan Receivables; or
  - if it is or becomes unlawful for the Lending Company to assign or offer the assignment of any new Loan Receivables according to the laws applicable to the Lending Company and/or Loan Receivables and/or to perform any of its obligations under the Cooperation Agreement in relation to the assignment or servicing of the Loan Receivable, for example in case of loss of licence by the Lending Company which affects the already executed assignments or servicing of the Loan Receivables (i.e. having a retroactive effect).

The above might not be a precise wording of the Cooperation Agreement provisions, however even if the wording is different the description of the essence remains correct.

In case a Material Event of Default under the Cooperation Agreement has occurred (see paragraph: THE TRANSACTION DOCUMENTS - The Cooperation Agreement - Material Events of Default), Mintos is entitled to request the Lending Company to repurchase all the Loan Receivables transferred to the Issuer. Mintos has the discretion to request or not to request the repurchase of all the Loan Receivables.

If the full repurchase is requested, repurchase obligation must be met by way of paying the repurchase price within the time period, which in most cases is 5 (five) Business Days, but may be set as a longer period of time up to no more than 6 months, after the notice has been given to the Lending Company regarding the repurchase and the final calculation of the amounts payable is sent to the Lending Company.

The repurchase price for the Loan Receivable which the Lending Company is obliged to pay to the Issuer for the Repurchase of the Loan Receivable is equal to the total amount of the remaining principal amount of the Loan Receivable and accumulated and outstanding interest, and other ancillary claims assigned to the Issuer that form part of the Loan Receivable up to the date when the Repurchase was triggered.

If Repurchase rights or obligation is triggered, the relevant Series of Notes will be redeemed early in full or in part once the Issuer has received the repurchase price from the Lending Company.

- **No credit enhancement**

The Notes have no credit enhancements and no liquidity support in relation to payment of interest or principal.

The Issuer, as a special purpose entity, has no obligation to make any payment on the Notes unless sufficient funds have been received from the Lending Company. The Lending Company, in turn is dependent on payments on the relevant Loans from the Borrowers.

- **THE TRANSACTION DOCUMENTS**

The information in this section is a summary of certain features of the Transaction Documents provided for information purposes, and will not be treated as the full binding text of the relevant agreement.

- **The Cooperation Agreement**

*General*

The Cooperation Agreement contains the agreement between the Issuer, the Lending Company and Mintos on the matters outlined in the above section entitled 'THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES'.

The Cooperation Agreement also contains as schedules:

- sample of the Loan Agreement; and
- this Base Prospectus as submitted to the FCMC for approval.

*Mintos*

Mintos acts as an assignment agent, placement agent, calculation agent, transfer agent and paying agent of the Issuer in relation to the Notes.

*Loan servicing*

The Issuer has appointed the Lending Company as the servicer with service rights which includes any and all rights to:

- (a) service the Loan Receivables;

- (b) all agreements or documents creating, defining or evidencing the servicing rights to the extent they relate to the servicing;
- (c) collect all payments under the Loan Agreements; and
- (d) maintain and use any and all servicing files and other data and information about the Loan Receivables, and about the past, present or prospective servicing of the Loan Receivables.

Within the scope of servicing obligations, the Lending Company has undertaken certain obligations, including:

- (a) to collect and process payments from the Borrowers;
- (b) to transfer payments from the Borrowers to the Issuer;
- (c) not to assign, transfer or create any encumbrance over any Loan Receivables; and
- (d) to take all reasonable actions to ensure that the Loan Receivables are not treated as the Lending Company's property and any pledge rights, prohibitions or other encumbrances in favour of the Lending Company, its creditors or administrators would not be attributed to the Loan Receivables.

The appointment of the Lending Company as the servicer can be terminated by written mutual agreement between the Issuer, the Lending Company and Mintos only when the Issuer has settled all obligations under the Notes towards the Noteholders.

Subject to certain terms and conditions, the Issuer may, by notice to the Lending Company and Mintos terminate the appointment of the Lending Company as the servicer and appoint another person as the servicer of the Loan Receivables.

#### *Extensions*

The Lending Company may modify any of the Loan Agreements without approval of the Issuer, provided that payments from the relevant Borrower remain unchanged.

If provided in the Final Terms, the Lending Company may extend the repayment schedule of one or more of the Loan Agreements without the consent of the Issuer or the Noteholders provided that (a) there is no event of default under any of the Loans Agreement, (b) any change is restricted by 'Limit on the number of Extensions' and 'Total maximum time limit of Extensions' as specified in the Final Terms and (c) any change is notified on the Platform to the Noteholders.

The Lending Company may also extend the repayment schedule of one or more of the Loan Agreements without the consent of the Issuer or the Noteholders to comply with any new law or regulation, amendment of any existing law or regulation, or any decision of any government or municipal provided that any change is notified on the Platform to the Noteholders

#### *Representations and warranties*

The Lending Company has made certain representations and warranties relating to the Loan Receivables including:

- (a) all necessary and required procedures, checks and assessments have been performed to ensure the validity and enforceability of each of the Loan Agreements;

(b) information and documents provided regarding each of the Loans, the Loan Agreements and the Loan Receivables sold to the Issuer are true, correct and complete,

(c) the Lending Company is the sole owner of the Loan Receivables being sold to the Issuer and has full rights and authority to sell and assign the Loan Receivables, which are free and clear of all liens, pledges or encumbrances.

The Lending Company has represented and warranted that it has all necessary licences, permits and authorisations to conduct its business activities.

Each of the Issuer, the Lending Company and Mintos has ensured the truth, correctness and completeness of all the documents and information being provided by it, as well as its compliance with applicable regulatory requirements.

### *Covenants*

The Lending Company has covenanted to comply with certain financial and other covenants.

### *Indemnities and penalties*

The Lending Company has agreed to pay the contractual penalties to Mintos for breach of any of the obligations indicated in the Cooperation Agreement.

Each of the Issuer, the Lending Company and Mintos has indemnified the others against any and all losses suffered by or incurred by the others arising out of or resulting from its breach under the Cooperation Agreement.

### *Material Events of Default*

The Cooperation Agreement contains an exhaustive list of events that constitute Material Events of Default. Material Events of Default under the Cooperation Agreement include events like:

- (a) non-payment by the Lending Company under the Cooperation Agreement;
- (b) the Lending Company non-compliance with the adjusted equity ratio set in the Cooperation Agreement;
- (c) events with respect to various other obligations: failure to fulfil some other obligations of the Cooperation Agreement; occurrence of a material event of default under other obligations referred to in the Cooperation Agreement;
- (d) an event of default, as such term is defined in this Base Prospectus, occurs, which such event of default is caused by fault, action or failure to act of the Lending Company, and/or Pledgor;
- (e) any security documents (if any) having become invalid, unenforceable or likewise events occurring with respect to them as agreed in the Cooperation Agreement;
- (f) insolvency or insolvency proceedings of the Lending Company or any Pledgor occurs;
- (g) a creditor's process as agreed in the Cooperation Agreement is taking place;
- (h) misrepresentation by the Lending Company with respect to the information in this Base Prospectus that is sourced from the Lending Company and the latter is responsible for;
- (i) cross-default and cross-acceleration or certain financial liabilities;
- (j) occurrence of circumstances in the area of AML (Anti Money Laundering) or sanctions non-compliance that require termination of cooperation with the Lending Company;
- (k) cessation of business by the Lending Company.

The above is not a precise wording of the Cooperation Agreement provisions on the Material Event of Default, it is just a description of their essence.



If any Material Event of Default occurs, Mintos may stop:

- (a) the execution of sales of the Loan Receivables to the Issuer;
- (b) the placement of the Notes on the Platform; and
- (c) the processing of submitted but not yet executed orders for subscription of the Notes.

Upon occurrence of a Material Event of Default Mintos may require the Lending Company to Repurchase all the Loan Receivables transferred to the Issuer.

Also, if a Material Event of Default occurs Mintos may change the servicer of the Loan Receivables.

Whether to exercise any or all of the above rights that Mintos has if any Material Event of Default occurs, is a decision that Mintos makes, acting as an authorised representative of the Issuer in its best interests. It may be that even if a Material Event of Default has occurred, it may be cured or does not negatively affect the ability of the Lending Company to comply with its obligations under the Cooperation Agreement, or there are other legitimate reasons why Mintos should not exercise the said rights, and thus none of the said rights are exercised.

#### *Term and termination*

The Cooperation Agreement continues until all liabilities of the Issuer, the Lending Company and Mintos according to its provisions are fully satisfied.

#### *Governing law*

The Cooperation Agreement and any non-contractual obligations arising out of, or in connection with, it is governed by and will be construed in accordance with the laws of the Republic of Latvia.

### ▪ **The Guarantee Agreement**

#### *General*

Parties to the Guarantee Agreement (amended, restated and/or supplemented from time to time) are the Issuer, the Guarantor and Mintos (hereinafter in this section - the Parties).

According to the provisions of the Guarantee Agreement the Guarantor guarantees to the Issuer the performance of Lending Company's obligations that may be incurred and arising from the Cooperation Agreement and all agreements on sale and purchase of the Loan Receivables entered by and between the Issuer and the Lending Company according to the Cooperation Agreement (hereinafter in this section - Principal Agreements), where from the Issuer's monetary claims against the Lending Company arises and agrees to be held liable for the performance of the said obligations of the Lending Company as the principal debtor itself.

The Guarantee Agreement defines a list of financial and other covenants, including negative covenants, that the Guarantor shall comply with during the term of the Guarantee Agreement. The failure to meet the covenants or breach of them leads to an event of default of the Guarantee Agreement and hence Material Event of Default or Event of Default under the Cooperation Agreement.

#### *Rights and obligations*

According to the provisions of the Guarantee Agreement the Guarantor undertakes before the Issuer



the liability for the Lending Company's outstanding obligations under the Principal Agreements with all of its present and future assets.

In the event that the Lending Company has not fulfilled its obligations on the payment date under the Principal Agreements, the Guarantor as a principal debtor (Lending Company) after the receipt of written notification from Mintos shall pay within 10 (ten) Business Days of receipt of such notice to Mintos the whole amount of Lending Company's outstanding obligations indicated in the respective written notice.

The Guarantor ensures that the payment obligations assumed by the Guarantor under the Guarantee Agreement rank at least equally (*pari passu*) to other liabilities of the Guarantor, except for secured liabilities of the Guarantor.

#### *Representations and warranties*

The Guarantee Agreement contains several representations and warranties made by the Guarantor. The Guarantor has represented and warranted, including, but not limited to the Issuer and Mintos, that:

(i) the representative of the Guarantor has all rights, internal corporate approvals and powers for entering into the Guarantee Agreement;

(ii) neither the signing and performance nor the compliance by the Guarantor with the provisions of the Guarantee Agreement shall conflict with or result in a breach or violation of any of the provisions of its articles of association, any agreement, licence, commitment or permit to which the Guarantor is a party or any judgement, order, injunction, decree or ruling of any court or governmental or local authority, to which the Guarantor is subject to.

(iii) the Guarantor has ensured truth, correctness and completeness of the documents and provided information, as well as their compliance with applicable regulatory requirements.

#### *Indemnities and penalties*

Each Party shall indemnify the other Parties against any and all losses suffered by or incurred by the other Parties arising out of or resulting from a breach under the Guarantee Agreement or any representation given in the Guarantee Agreement not being true or correct in any material aspect.

The Guarantee Agreement also defines in which cases the Guarantor shall pay the contractual penalties to the Issuer for the breach of obligations indicated in the Guarantee Agreement.

#### *Term and termination*

The Guarantee Agreement continues to be valid and in legal force until all liabilities under the Cooperation Agreement are fully settled in accordance with its provisions.

#### *Governing law*

The Guarantee Agreement and any non-contractual obligations arising out of, or in connection with, it is governed by and shall be construed in accordance with the laws of the Republic of Latvia.

### ▪ **The Pledge Agreement**

#### *General*

Parties to the Pledge Agreement (amended, restated and/or supplemented from time to time) are the Issuer and the Lending Company. The Issuer acts as a Pledgee and the Lending Company acts as a Pledgor.

**As of the date of this Base Prospectus and the commencement of the issuance of the Notes, the Pledge Agreement might not yet be signed. The parties have agreed in the Cooperation Agreement that the Pledge Agreement as described herein will be established, however, due to the time needed for all of the formalities it is not a condition precedent for the issuance of the Notes to start.**

According to the provisions of the Pledge Agreement in order to secure claims of the Pledgee arising or which may arise from the Cooperation Agreement and all agreements on sale and purchase of the Loan Receivables entered by and between the Issuer and the Lending Company according to the Cooperation Agreement (hereinafter in this section - Principal Agreement), the Pledgor has agreed to establish a pledge.

The Pledge Agreement defines the object of the Pledge as all receivables, current and future, arising out of the Loan Agreements which according to the Principal Agreement are the agreements under which Loan Receivables, as they are defined in the Cooperation Agreement, are assigned by the Lending Company to the Issuer. However, the Loan Receivables, which have been duly fully transferred from the Pledgor to the Pledgee under the Principal Agreement, shall be deemed to be released from the object of the Pledge.

Pledge Agreement provides that secured claims are all claims of Pledgee in full amount, which may arise in the event of non-fulfilment or improper fulfilment of the Principal Agreements and the Pledge Agreement.

#### *Rights and obligations*

According to the provisions of the Pledge Agreement the Pledgor undertakes before the Issuer an obligation to be responsible towards the Pledgee for all claims of the Pledgee, which may arise in the event of non-fulfilment or improper fulfilment of the Principal Agreement and the Pledge Agreement.

The Pledgor shall be responsible towards the Pledgee with the object of the Pledge not only for the principal amount of the debt of the Pledgor, but also for ancillary claims arising out of the Principal Agreement and the Pledge Agreement, and claims arising out of the Principal Agreement and the Pledge Agreement due to losses caused by non-fulfilment, improper fulfilment and/or delay of liabilities of the Pledgor and/or court costs.

The Pledgor confirms that the object of the Pledge is owned by the Pledgor, it is not delivered into possession, sold, gifted, pledged to any other (third person), there are no disputes regarding ownership thereof and restrictions or prohibitions for alienation, pledge, use or direction of recovery thereof towards it, the object of the Pledge is free from claims of third persons.

The Pledgor undertakes without receipt of a written consent of the Pledgee not to sell, exchange, give an option, pledge, donate, alienate or encumber the object of Pledge in any other way with rights *in rem* or obligations, as well as not to operate with the object of the Pledge by using it contrary to the interests of the Pledgee, as well as not to perform activities, which may decrease the value of the object of the Pledge.

#### *Enforcement of the Pledge*

The Pledge Agreement stipulates a procedure of foreclosure on the object of the Pledge in case when a material event of default has occurred under the Principal Agreement, and when the Pledgor has not cured the non-fulfilment or improper fulfilment of its obligations towards the Pledgee during 14 (fourteen) days from the moment of the receiving of the default notice from the Pledgee.

Upon sending the written notice on enforcement to the Pledgor all receivables arising from the Loan Agreements shall be receivable individually by the Pledgee only, and the Parties undertake to notify the debtors under the respective Loan Agreements within 5 (five) days. From this moment, the right to demand performance from the debtors to the Loan Agreements shall become exclusive to the Pledgee. Any performance of the Loan Agreements received by the Pledgee shall be used to set off the obligations of the Pledgor towards the Pledgee.

The Pledgee is entitled to sell the object of the Pledge in a manner and for a price determined by the Pledgee. The Pledgor shall undertake not to dispute the validity of the selling price of the object of the Pledge if the market value of the object of the Pledge is determined by an independent appraiser.

The Pledgee has a right to sell the object of the Pledge without intermediation of the court and organisation of an auction, in parts or as a whole.

#### *Term and termination*

The Pledge Agreement continues to be valid and in legal force until all liabilities under the Principal Agreements and the Pledge Agreement are fully settled in accordance with its provisions.

#### *Governing law*

The Pledge Agreement is governed by and is construed in accordance with the laws of the Republic of Estonia.

### ▪ **The Subordination Agreements**

There are three Subordination Agreements (amended, restated and/or supplemented from time to time) made between the Issuer, Mintos,

(i) Bremen Grupp OÜ a limited company existing under the laws of the Republic of Estonia, registration No 11176954,

(ii) Entourage OÜ, a limited company existing under the laws of the Republic of Estonia, registration No 12052657, and

(iii) Osaühing Wellman, a limited company existing under the laws of the Republic of Estonia, registration No 10093020,

Bremen Grupp OÜ, Entourage OÜ, and Osaühing Wellman (hereinafter together referred for the purposes of this section the Junior creditor).

Junior creditor and the Issuer and Mintos (hereinafter together referred for the purposes of this section as the Parties).

According to the provisions of the Subordination Agreement the Parties agree to subordinate the repayment obligations of the Lending Company of the debt towards Junior creditor (hereinafter - Junior Liabilities) under the loan agreement between Junior Creditor and the Lending Company ("Loan Agreement") and to establish the outstanding loan under the Loan Agreement as the Junior Liabilities

comparing to the obligations of the Lending Company towards the Issuer and Mintos under the Cooperation Agreement together with all liabilities arising from any refinancing, deferral or extension of any of the above-mentioned liabilities and any claim for damages or restitution or arising as a result of any recovery of a payment or recovery of discharge on the grounds of preference in respect of the above-mentioned liabilities (hereinafter- Senior Liabilities") which shall be ranked senior to the Junior Liabilities.

Subordination Agreement defines certain obligations of the Junior Creditor and the Lending Company, and sets certain conditions on the treating of the Senior Liabilities in any winding up, bankruptcy, insolvency, reorganisation, composition of debts or similar proceedings or arrangement commenced by or against the Lending Company.

#### *Rights and obligations*

The Lending Company and Junior creditor undertake to ensure that there is no breach of the provisions of the Subordination Agreement. Moreover, the Lending Company shall not:

- a) repay Junior Liabilities;
- b) grant any security, guarantee or other assurance in respect of the Junior Liabilities;
- c) take any action or step related to the bankruptcy, liquidation or reorganisation of the Lending Company, or any action or step which might lead to termination or adversely affect the subordination under the Subordination Agreement;
- d) exercise any set-off in relation to the Junior Liabilities;
- e) take or omit to take any action or step whereby the subordination of all or any of the Junior Liabilities might be terminated, impaired or adversely affected.

Junior creditor shall not assign or otherwise transfer claims arising out of the Loan Agreements, and the Lending Company and JUNIOR CREDITOR shall not make any amendments and not enter into any additional agreement related to the Loan Agreement without a written consent of Mintos.

Junior Creditor shall not without the prior written consent of Mintos:

- a) receive any payment made by the Lending Company in relation to the Junior Liabilities;
- b) demand or accept any security, guarantee or any other assurance in relation to the Junior Liabilities, or assign or otherwise dispose any of its rights against the Lending Company in relation to the Junior Liabilities;
- c) take any action or step related to
  - i) commence any proceeding or actions against the Lending Company in relation to the Junior Liabilities;
  - ii) the bankruptcy, liquidation of the Lending Company;
  - iii) any action or step which might lead to termination or adversely affect the subordination under the Subordination Agreement;
- d) exercise any set-off in relation to the Junior Liabilities.

If the Junior creditor has received the payments towards the settlement of the Junior Liabilities prior to the Lending Company having fulfilled all of its liabilities towards Mintos and the Issuer, Junior Creditor shall immediately notify Mintos of such fact and transfer the respective amount.

#### *Liability*

For breach of certain provisions of the Subordination Agreement, the violating party pays to Mintos a contractual penalty in the amount established under the Subordination Agreement. If the provisions of the Subordination Agreement are breached by both the Lending Company and the Junior Creditor they shall be both jointly and severally liable for the breach and payment of the penalty.

The Mintos shall not be liable for any losses arising in connection with the exercise or purported exercise of any of their rights, power and discretion under or related to the Subordination Agreement except for any losses arising due to gross negligence or their wilful misconduct.

#### *Term and termination*

The Subordination Agreement commences on the signing of the Subordination Agreement by the Parties and is in full force and effect until the Lending Company has fulfilled the liabilities arising from the Cooperation Agreement in full.

#### *Governing law*

The Subordination Agreement and any non-contractual obligations arising out of, or in connection with, it are governed by and shall be construed in accordance with the laws of Estonia.

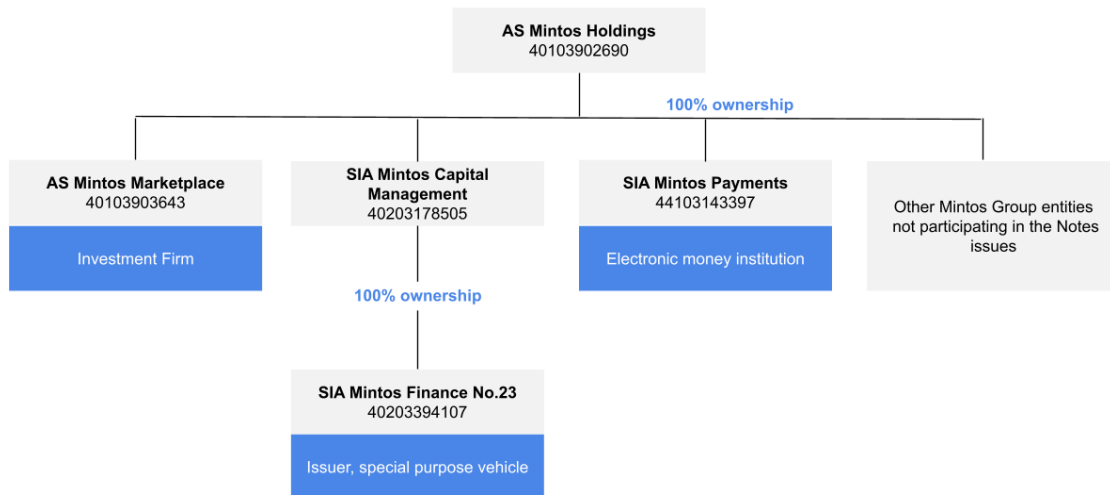
## 5. THE ISSUER

### ○ General

The Issuer is a special purpose undertaking established for the sole purpose of issuing and offering Notes to Investors on the Platform, which are backed by the Loan Receivables acquired from the Lending Company. The Issuer does not take part in any other business activities.

The Issuer is incorporated as a limited liability company and registered in the Commercial Register of the Enterprise Register of the Republic of Latvia on 20 April 2022 under the name SIA Mintos Finance No.23 with registration number 40203394107. It operates under the laws of the Republic of Latvia and has its registered office at Skanstes street 52, Riga, LV-1013, Latvia. The Legal Entity Identifier (LEI) of the Issuer is: 984500D0010E54CED395.

The registered share capital of the Issuer is EUR 2800 consisting of 2800 shares each having a nominal value of EUR 1. Each share is entitled to one vote. The sole shareholder of the Issuer is SIA Mintos Capital Management, registration No 40203178505.



The Issuer has no subsidiaries and does not own any shares or equity. The Issuer is managed by the Management Board, the members being appointed by the sole shareholder of the Issuer.

Title	Name	Other roles
Chairman of the Management Board	Martins Sulte	Chairman of the Management Board of AS Mintos Holdings, SIA Mintos Capital Management and Mintos
Member of the Management Board	Martins Valters	Member of the Management Board of AS Mintos Holdings, SIA Mintos Capital Management and Mintos

For so long as the Notes of any Series remain outstanding or Notes may be issued under the Programme, the current articles of association (Statutes) of the Issuer can be accessed on [www.mintos.com](http://www.mintos.com).

### ○ Activities

The activities of the Issuer are as follows:

- issue and publicly offer Notes to the Investors, including preparation, submission to the FCMC and publication on the Platform of this Base Prospectus;
- purchases of Loan Receivable from the Lending Company arising from the Loans issued to Borrowers;
- payments under the Notes through Mintos, subject to receiving relevant funds from the Lending Company; and
- publication of financial and other information to Investors in accordance with applicable law.

- **Financial information**

At the date of this Base Prospectus, the Issuer has not commenced any operations, and accordingly, no financial statements have been prepared. The financial statements will be prepared in accordance with the Latvian Generally Accepted Accounting Principles (GAAP).

For accounting purposes, Loan Receivables are classified as a pass-through of a financial asset under International Financial Reporting Standard (IFRS) 9 3.2.5.

The appointed auditors of the Issuer for the financial year 2022 are "KPMG Baltics SIA", registered in the Republic of Latvia on 16 December 1994 with registration number 40003235171.

- **Authorisation**

The establishment of this Programme and the issue of Notes have been duly authorised by decisions of the sole shareholder of the Issuer on May 30, 2022.

- **Significant or material change**

At the date of this Base Prospectus, there has been no significant or material change in the financial position of the Issuer since the date of incorporation of the Issuer.

- **Litigation**

The Issuer (whether as a defendant or otherwise) is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Base Prospectus which may have, or have in such period had, a significant effect on the financial position or profitability of the Issuer.

## 6. MINTOS

Mintos, under the name AS Mintos Marketplace, was registered as a joint-stock company on 1 June 2015 in the Commercial Register, Enterprises Register of the Republic of Latvia with the unified registration number 40103903643.

All the shares in Mintos are held by AS Mintos Holdings.

Mintos has been authorised as an investment firm by the FCMC on 17 August 2021 to provide following investment services and ancillary services:

- execution of orders on behalf of clients;
- dealing on own account;
- portfolio management;
- investment advice;
- placing of financial instruments without a firm commitment basis;
- holding of financial instruments;
- currency exchange services, if they are related to the provision of investment services;
- providing investment research, financial analysis or other general advice regarding transactions in financial instruments; and
- provision of services related to the initial placement of financial instruments.

Mintos provides services in Latvia. Mintos has not commenced provision of services in other countries as of the date of this Base Prospectus, but may do so during the validity period of this Base Prospectus.

Cash funds of Investors are held by Mintos with one of the partner banks including AS LHV Pank (Estonia) and SE Baltic International Bank (Latvia).

Mintos owns and operates the Platform which is the technical infrastructure through which (a) the Lending Company sells Loan Receivables to the Issuer, (b) the Issuer offers and sells Notes to Investors and (c) information exchange and money flows occur between Investors, the Issuer and the Lending Company.

Key activities performed by Mintos with respect to Notes are as follows:

- Opens and services Investment Accounts for investors and (a) carries out anti-money laundering, combating the financing of terrorism and know your client policies and procedures, (b) carries out appropriateness and suitability tests, (c) responsible for compliance with product governance requirements and (d) informs Investors regarding the risks inherent in the products and services depending on the status of the Investor.
- Prepares this Base Prospectus and engages lawyers and other advisors, and submits it to the FCMC for approval.
- Operates the Platform for (a) Investors to acquire Notes, exchange currencies related to



investment services and transactions with Notes and receive automated portfolio management services and (b) the Issuer and the Lending Company to transfer title in the Loan Receivables and exchange information in relation to the Loan Receivables.

- Acts as an assignment, placement, calculation, transfer and paying agent for the Notes including (a) transfer of funds to the Issuer following placement of Notes, (b) settlement of payments due between the Issuer and the Lending Company, (c) payments to the Investment Accounts, (d) provides information regarding Investors to the Issuer to calculate any withholding taxes on payments and (e) provides information on Payment Events through API from the Lending Company.
- Maintains the register of Noteholders.
- Complies with the Transaction Documents including monitoring of compliance of the Lending Company with the covenants and other provisions of the Transaction Documents. See the section entitled '4. TRANSACTION OVERVIEW – *TRANSACTION DOCUMENTS*' of this Base Prospectus for more information.
- Prepares and submits reports for legal and regulatory purposes to the FCMC, the Latvian State Revenue Service and others.

## 7. THE LENDING COMPANY

### ○ Business overview

The Lending Company is a personal loan provider based in Tallinn, Estonia, incorporated on 6 January 2017, and operates under the laws of the Republic of Estonia as a public limited company. The company is registered in the Estonian Commercial Register (RIK) under No. 14180709 and is licensed by the Estonian Financial Supervisory Authority on 12 June 2017 to issue consumer loans in Estonia. The Lending Company has its registered office at Harjumaa, Tallinn linn, Laeva tn 2, 10111, Estonia.

The Lending Company started its business with a pay-over-time solution at e-commerce platforms and has since continued to innovate and expand its product line. The Lending Company issues loans only in Estonia. The Lending Company offers merchants highly effective e-commerce solutions that facilitate demand generation and customer acquisition. Its e-commerce solutions enable merchants to advertise and sell their products more effectively, optimize customer acquisition strategies, and increase sales. Lending Company's flexible e-commerce solutions allow merchants to reach their customers at an affordable price and increase revenue while avoiding discounts and other costly marketing and advertising channels.

The strategic investment of the Lending Company ensures the improvement and optimization of its current core products, as well as the continuous development of new products and services. The Lending Company's strong customer base for revenue generation combined with disciplined expense management allows the Lending Company to operate at a healthy net profit margin at all times. The Lending Company is constantly managed with a strong balance sheet - the company's goal is to maintain a well-capitalized organization with a good level of liquidity. In addition to a strong balance sheet, the Lending Company's strategy is to maintain well-diversified profits with good profit margins.

### ○ Loans

Lending Company's two main products (Loans) are:

- Point of sale (POS) purchase financing, i.e. hire purchase, where Lending Company provides consumer financing to the customers purchasing goods and services from merchants, and
- Credit line, which allows Lending Company's customers to get and use according to their needs an agreed sum of the loan on a recurring basis, disbursement of which can be requested by the customer at his/her convenience to his or her personal bank account.

One of the Lending Company's key competitive advantages is the ability to evaluate, score and underwrite the borrower and complete the financing in a very timely manner due to fully automated processes.

The average Loan amount for POS purchase financing is EUR 1900 (while the Loan amount can range from EUR 10 to EUR 10 000) and the average outstanding Credit line balance for the Credit line product (i.e. used amount of the Credit line) is EUR 313 (while the maximum limit of Credit line is EUR 4000). The average term of POS financing and Credit line agreements is 24 months (while the general term range of such agreements is 1 - 80 months). The Loan currency is **euros (EUR)**.

### ○ Financial information

The latest available historical financial information of the Lending Company is available on Mintos website:

[Financial statements 2020 \(audited\)](#)

## Financial statements 2021 (unaudited)

### ○ **Auditors**

The auditor of the Annual Financial Statements as of and for the financial years ended 31 December 2020 was KPMG Baltics OÜ, an Estonian limited liability company with the registration number 10096082.

### ○ **Litigation**

As information is sourced from and confirmed by the LC, the LC has no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the company is aware), during a period covering at least the previous 12 months, which may have, or have had in the recent past, significant effects on the LC's financial position or profitability, or provide an appropriate negative statement.

### ○ **Loans issuance process**

The loan issuance process for both POS purchase financing and Credit line includes the following steps: (i) borrower application for a financing product, (ii) borrower registration and identification, (iii) risk assessment and scoring with respect to the borrower (underwriting) and (iv) agreement on and issuance of the financing product.

### ○ **Loans underwriting**

The underwriting process of the Lending Company is fully automated. The issuance policy sets out a detailed overview of the process, including 'hard' rules (such as age limits, eligible customers, employment, salary, and indebtedness levels), as well as fraud detection and prevention rules and valuation models for automated decision-making.

During the processing of the loan application, each application is automatically checked and supplemented with preliminary data, including the necessary checks for fraud and blacklists. If necessary, the potential borrower is asked for additional information. The most important steps during the loan application process are to verify the potential borrower's eligibility for the LC's financing based on information related to the borrower's financial and personal status. Upon successful completion of these operations and if no deficiencies are identified, the potential borrower receives an offer.

In the risk assessment and scoring evaluation stages, credit databases are checked, the borrower's income information, and the borrower's indebtedness is calculated and assessed. The in-house scoring tool provides a clear score that allows for making informed decisions. As the loan portfolio grows, the scoring models are updated with new data.

### ○ **Loans issuance and disbursement**

Loan documentation is signed electronically. In case of POS financing, the funds are transferred to the merchant's account (in exchange for the merchant's claim against the borrower for the payment of goods or services). In the case of a Credit line, the funds are transferred to the borrower for further withdrawal in the borrower's payment account. The LC system is fully connected to the banks via the API.

### ○ **Debt recovery management**

The Lending Company has established an efficient and effective debt collection process. The Lending Company has a dedicated team that follows debt collection practices that are fully compliant with applicable local regulations. The Lending Company's strategy focuses on automatic reminders and the sale of debt to external debt collectors. The Lending Company adjusts its approach based on the stage of the overdue loan (the Lending Company classifies the loan as non-performing if it is past due for more than 90 days):

- 1) Before the Loan becomes overdue, the LC has an automated reminder process that ensures that the borrower is informed about the expected payment and payment details. All bank transfers are made online, and reminder emails and invoices are automatically processed and sent to the borrower;
- 2) When the payment is overdue for 1 day, LC activates its automatic reminder system (automatic calls, text messages, e-mails) together with physical calls from the customer service team. The borrower is informed of the amounts overdue, the follow-up if payment is not made, and LC contact persons to discuss possible options;
- 3) If the payment is more than 30 days overdue, the debt collection is overtaken by an external collector (the LC's partner);
- 4) An overdue Loan Agreement is terminated if the payment under it is overdue for more than 90 days. Thereafter, within a reasonable time, the claim on the basis of the overdue Loan Agreement is sold to the collector with an average discount of 30% of the principal value.

The Lending Company has implemented standards for debt collection services to ensure consistent quality of debt collection operations. The Lending Company typically recovers 72% of non-performing loans in its portfolio by selling them to external debt collection agencies.

○ **Administrative, management and supervisory bodies**

The following table shows the main administrative, managerial and supervisory positions of the Lending Company.

<b>Administrative, management and supervisory bodies</b>		
<b>Name</b>	<b>Position / function (date since)</b>	<b>Education &amp; business experience summary (up to 100 words)</b>
Mikk Metsa	CEO/Co-founder, since 2016	Mikk is the founder and CEO of ESTO. Before establishing ESTO Mikk held various positions in private equity (BaltCap), asset management (Trigon Capital) and investment banking (Redgate Capital). Mikk has a bachelor's degree of Business Administration from Tallinn University of Technology with a specialization in Banking, Corporate, Finance, and Securities Law.
Dziugas Syksta	CFO, since 2020	Dziugas is the CFO of ESTO. Dziugas has extensive financial control and management experience in the field of consumer finance. Prior to joining ESTO he was the CFO of ID Finance Spain and Prestamos Prima Group. Dziugas has a bachelor's degree from Stockholm school of economics in Riga.
Kristian Allikmaa	Supervisory Board Member, since 2020	"Kristian is the founder of Datafruit OÜ, a data analytics company. He is an expert in

		business intelligence area: data warehousing (architectures, design, implementation), integration and migration projects, data quality topics, machine learning, training and coaching. He is also a lecturer at Tallinn University of Technology: "Business Intelligence and Data Mining", "Data Science". He holds a master's degree (CUM LAUDE) from Tallinn University of Technology and National University of Singapore.
Vahur Rajaver	Chairman of the Supervisory Board, since 2020	Vahur is an entrepreneur and angel investor in the fintech sector. From the experience side, he highlights Friendly Finance, where he was co-founder and CEO for eight years. The company started from scratch and employed 500 people in seven countries with 30M EUR yearly revenue upon the exit. Vahur holds a master's degree in international business and finance from Anglia Ruskin University in Cambridge and MBA dual degree from Hanze University Groningen.
Hannes Kün	Supervisory Board Member, since 2020	„Hannes is a partner of pan-Baltic law firm TARK. He has over 14 years of experience of advising clients in M&A transactions and banking & finance. Additionally, Hannes has been a member of a supervisory board of Sportland International Group and SportsDirect Estonia. Currently he is also a member of the supervisory board of CrowdEstate and Lincona. Hannes holds a master's degree in law from Tartu University.

○ **Shareholders**

100% of the Lending Company's issued shares are held by the Guarantor. The share capital of the Lending Company is EUR 99 800 (ninety-nine thousand and eight hundred euros) and is divided into registered shares with a nominal value of EUR 1 (one euro). The capital is fully paid up and all shares grant the same rights to the shareholders of the Lending Company.

Shareholders				
Name	Share %	Registration no.	Form of control	Domicile
ESTO Holdings OÜ	100%	14996345	Direct shareholder	Estonia

## 8. THE LOANS

○ **Legal nature, jurisdiction and the applicable law of the Loans**

The Loans are consumer loans for the purpose of acquisition of goods or services (POS purchase financing) or for other personal needs of the borrower (Credit line).

In case of the POS purchase financing the principal amount, interest (if any), and management and contract fees are payable in monthly instalments according to the pre-agreed repayment schedule that is an integral part of the Loan Agreement.

In case of the Credit line, the outstanding credit amount and the accrued interest (if any) is to be ordinarily repaid in instalments, each of which is equal to 1/60<sup>th</sup> of the outstanding amount (but always amounts to at least EUR 10). Withdrawal and instant withdrawal fees are payable upon their occurrence and are withheld from the payable amount of credit.

In the event of late payments under any Loan Agreement (except the payment of interest (if any)), the borrower is required to pay the interest (if any) on arrears to the Lending Company. The rate of interest (if any) on arrears is the interest rate fixed in the Loan Agreement, in the absence thereof, the rate of interest on arrears applied by the European Central Bank, plus 8% of the outstanding instalment(s) per year. Interest (if any) on arrears shall not be calculated on the interest (if any) or the interest on arrears. In addition, the Lending Company is entitled to demand reimbursement of the recovery costs from the borrower. The recovery costs may be added to the interest (if any) on arrears in the amount(s) specified under the Loan Agreement and the applicable law.

In case the Borrower pays an amount that is not sufficient to repay all due amounts, the collection costs are settled first, then the principal, then interest (if any) and finally all other amounts due.

The Lending Company has the right to extraordinarily terminate the Loan Agreement and seek full repayment of the principal, accrued interest (if any), management and contract fees (in case of POS financing), interest (if any) on the arrears and debt recovery costs if the Borrower is fully or partially late with payments for at least three months, the Lending Company has further given unsuccessfully the Borrower a two-week notice.

In case of a termination of the Loan Agreement, the whole amount of the principal and unpaid interest (if any) and management and contract fees (in case of POS financing) shall be considered due for payment. Additionally, the Lending Company has the right to charge interest (if any) on the arrears and debt recovery costs under specific price list indicated in the provisions of the Loan Agreement.

The Issuer, through the intermediation of Mintos, ensures a possibility for the Investor to familiarize itself on the Platform with an English translation of a sample of the Loan Agreement, used by the Lending Company in the course of its activities. Such translation of a sample Loan Agreement is for informational purposes only and does not substitute the actual Loan Agreement used by the Lending Company. The official text of the Loan Agreement is Estonian. Any discrepancies or differences due to translation are not binding and have no legal effect. Neither the Issuer, Mintos nor the Lending Company bear any responsibility for the compliance of translation to the official text of the Loan Agreement.

The Loan Agreement is subject to the amendment and/or variation by the Lending Company from time to time as provided in Subsection 4.2.3. of the Base Prospectus.

- **Repayment and maturity**

Under the Loan, the borrower makes monthly payments which depending on the Loan type (POS purchase financing or Credit line) include principal, interest (if any) and management and contract fees (in case of POS financing), repayments subject to a pre-agreed repayment schedule as stipulated by and, if applicable, incorporated into the Loan Agreement. The Annual Percentage Rate (APR) for borrowers ranges from 0% to the statutory limit applicable in Estonia.

Borrowers are allowed to repay part of or full due balance of the Loan before the final repayment date. In such a case the borrower is obliged to pay the unpaid part of the Loan and the accumulated interest rate by the time of repayment. The Lending Company is entitled to receive compensation from the borrower, which according to the law is 1% of the amount of the early repaid Loan, if the period between the early repayment and termination of the Loan Agreement is longer than 1 year and, for a shorter period, 0.5% of the amount of the early repaid Loan.

In case of POS purchase financing, the borrower may additionally within 14-days period withdraw from agreement entered with the merchant for the purchase of the goods or services, in which case the POS purchase financing, as an economically related contract, shall likewise terminate. In such case the Loan amount shall be returned to the Lending Company by the merchant, if the sum of the Loan has already been paid out to the merchant in question.

The borrower is entitled to apply for an extension of the period of the Loan. After the Lending Company receives the application of the borrower for an extension it shall immediately assess the application and decide upon it. However, the Lending Company has no obligation to approve the application of the borrower.

- **Economic environment in Estonia**

The economic growth of Estonia has been solid - being a member of the EU since 2004 and the eurozone since 2011, it has managed to move from a state-run and centralized economy to a dynamic market economy, liberalized by a succession of governments observing strict budgetary orthodoxy and modernizing the country. The modern market-based economy has one of the highest per capita income levels in Central Europe and the Baltic region (IMF, 2021).

As the global situation is expected to normalize, the IMF forecasted a growth of 4.2% in 2022, when the economy should return to its 2019 level. In the first quarter of 2021, GDP grew by 5.4 percent y/y, after four consecutive quarters of decline, reflecting strong activity in domestic trade, ICT, and banking sectors (IMF, 2021).

- **General description of the borrowers**

Lending company's customers are consumers who value convenience and want to manage their personal cash flow by splitting larger ticket purchases into smaller monthly payments. In this way, the Lending Company attracts most of its customers through a POS product to any online merchant that is in the Lending Company's network. They prefer the Lending Company over traditional bank services due to lower complexity and a higher degree of automation.

The credit line is currently not specifically marketed: it is available on the Lending Company's website to all customers, but it is specifically advertised only to existing customers of the Lending Company who have agreed to receive marketing information.

Currently, 62% of the customers are male and 32% female. 39% of the customers are between 30 and 40 years old. Their common characteristics include a good credit history, preference towards convenience and regular monthly income.

- **Loan portfolio data**

As of 31 December 2021, the Lending Company's total portfolio of gross receivables was EUR 29m. Below is the cross-section of the Lending Company POS financing and Credit line portfolio in terms of

Days Past Due (DPD), respectively. The current part of the POS financing total gross portfolio has remained above 93% for the previous six consecutive quarters and the part of the portfolio that is overdue for longer than 60 days has been consistently under 2%. And, it's above 86% and under 4% for the Credit line product, respectively.

POS financing product by DPD

<b>Days Past Due</b>	<b>2020Q3</b>	<b>2020Q4</b>	<b>2021Q1</b>	<b>2021Q2</b>	<b>2021Q3</b>	<b>2021Q4</b>
Current %	93.6%	93.7%	95.3%	94.2%	95.3%	93.8%
1-30 days %	4.3%	4.2%	3.4%	4.2%	3.1%	3.7%
31-60 days %	1.3%	0.9%	0.7%	0.8%	0.4%	1.2%
61-90 days %	0.6%	0.7%	0.5%	0.5%	0.4%	0.7%
>90 days %	0.1%	0.6%	0.0%	0.3%	0.8%	0.6%

Credit line product by DPD

<b>Days Past Due</b>	<b>2020Q3</b>	<b>2020Q4</b>	<b>2021Q1</b>	<b>2021Q2</b>	<b>2021Q3</b>	<b>2021Q4</b>
Current %	86.8%	86.5%	89.2%	87.1%	89.5%	88.5%
1-30 days %	8.6%	7.8%	6.2%	8.9%	5.1%	6.8%
31-60 days %	2.7%	2.5%	1.8%	1.9%	2.1%	1.8%
61-90 days %	1.4%	1.4%	1.5%	1.0%	1.8%	1.3%
>90 days %	0.5%	1.8%	1.2%	1.0%	1.5%	1.6%



## 9. THE GUARANTOR

The Guarantor in accordance with the Guarantee Agreement guarantees the Lending Company's obligations towards the Issuer. The Guarantor is not guaranteeing the Issuer's obligations towards the Investors.

See the section entitled '4. TRANSACTION OVERVIEW – THE TRANSACTION DOCUMENTS – The Guarantee Agreement' of this Base Prospectus for more information on the Guarantee Agreement.

### ○ Business overview

The Guarantor is a private limited company established in accordance with the laws of the Republic of Estonia on the 26th of June 2020 in Tallinn, Estonia, with the registration number 14996345, and having its registered address at Harju maakond, Tallinn, Kesklinna linnaosa, Laeva tn 2, 10111.

The Guarantor provides group-level services to its operating structures in Estonia, Latvia and Lithuania. Business units are responsible for local sales, support and collection activities in their countries, along with support functions from the group, such as human resources (HR), risk, marketing, General Data Protection Regulation (GDPR), finance, products, data, engineering, legislation, security and compliance.

The Guarantor expects that the following lending companies will enter and maintain legal relations with the Issuer during the term of this Base Prospectus with the aim of issuing loans' backed and contingent notes according to the relevant prospectuses:

No.	Legal name	Registration No.	Domicile	Lending products offered
1.	ESTO UAB	305219905	Lithuania	Credit line, Hire Purchase

### ○ Business strategy description

The ESTO Group's business model is to facilitate payments between the customer and the merchant in an e-commerce environment, providing the merchant with real-time payments and flexible payment options for the customer. Its business model is implemented through a central trading platform developed and maintained by the ESTO Group and localized in the countries in which it operates. The ESTO Group earns revenue from customer payments and credit solutions provided.

### ○ Key financial information regarding the Guarantor

The tables below present key selected unaudited consolidated financial information for the Guarantor as at and for the financial years ended 31 December 2020 and 31 December 2021. The unaudited consolidated financial statements of the Guarantor have been prepared in accordance with IFRS.

*Selected statement of comprehensive income data of the Guarantor*

	2021	2020
Total comprehensive income (in	2.61	1.41

million euros)		
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*Selected statement of financial position data of the Guarantor*

	<b>2021</b>	<b>2020</b>
Net financial debt (in million euros)	29.5	18.9
Current ratio	3.9	3.4
Debt to equity ratio	3.8	3.8
Interest cover ratio	2	2

*Selected consolidated statement of cash flows data of the Guarantor*

	<b>2021</b>	<b>2020</b>
Net cash flows from operating activities (in million euros)	(10.44)	(6.50)
Net cash flows from financing activities (in million euros)	9.42	7.86
Net cash flows from investing activities (in million euros)	(0.53)	(0.36)

Historical financial information for the years 2020-2021 are available online:

[Guarantor standalone financials 2020 \(unaudited\)](#)<sup>2</sup>

[Guarantor financials 2021 \(unaudited\)](#)<sup>3</sup>

○ **Auditors**

The statutory auditor of the audited consolidated financial statements as of and for the financial years ended 31 December 2021 will be KPMG Baltics OÜ, an Estonian limited liability company with the registration number 10096082.

<sup>2</sup> In accordance with article 91 of Auditors Activities Act of the Republic of Estonia, the Guarantors' financial indicators in 2020 did not exceed conditions in order to have a compulsory audit of its annual accounts.

<sup>3</sup> In accordance with Clause 179 of the Commercial Code of the Republic of Estonia, audited annual financial reports must be prepared and submitted to the Commercial Register of the Republic of Estonia within 6 months from the end of the financial year, i.e., the 2021 financial report must be prepared and submitted by 30 June 2022. The audited 2021 financial report of the Guarantor will be published on the website [www.mintos.com](http://www.mintos.com), once prepared and submitted to the Commercial Register of the Republic of Estonia.

- **Litigation**

The Guarantor (whether as a defendant or otherwise) is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Guarantor is aware) in the 12 months preceding the date of this Base Prospectus, which may have, or have in such period had, a significant effect on the financial position or profitability of the Guarantor.

- **Administrative, management and supervisory bodies**

The following table shows the main administrative, managerial and supervisory positions of the Guarantor.

<b>Name</b>	<b>Position / function (date since)</b>	<b>Education and business experience summary</b>
Mikk Metsa	Management Board Member	Mikk is the founder and CEO of the Guarantor. Before establishing the company Mikk held various positions in private equity (BaltCap), asset management (Trigon Capital) and investment banking (Redgate Capital). Mikk has a bachelor's degree of Business Administration from Tallinn University of Technology with a specialization in Banking, Corporate, Finance, and Securities Law.
Kristjan Tikk	Management Board Member	Kristjan has been active in the Fintech sector for the past 14 years. In 2006 he founded one of the first online credit companies in the Baltics. In the following years he has developed consumer credit companies in more than 10 different markets from EU to LatAm and Asia. Kristjan has a bachelor's degree from Estonian Business School and graduate Diploma from Estonian School of Diplomacy.

- **Shareholders**

19.9% of the Guarantor's issued shares are held Osaühing Wellman, registration number 10093020, 19.6% of the Guarantor's issued shares are held by Metcap holdco OÜ, registration number 14800744, 10% of the Guarantor's issued shares are held by MRTN INVEST OÜ, registration number 14431608, 9.2% of the Guarantor's issued shares are held Martin Ustaal, 15% of the Guarantor's issued shares are held by EESTI EKSPORT OSAÜHING, registration number 10525947, 15% of the Guarantor's issued shares are held by Entourage OÜ, registration number 12052657, and 11.3% of the Guarantor's issued shares are held by others. The share capital of the Guarantor is EUR 5000 (five thousand euros). The share capital is fully paid up and all shares the same rights to the participation holders of the Guarantor.

Name	Share %	Registration no.	Form of control	Domicile
Osaühing Wellman	19.9%	10093020	Direct shareholder	Estonia
Metcap holdco OÜ	19.6%	14800744	Direct shareholder	Estonia
MRTN INVEST OÜ	10%	14431608	Direct shareholder	Estonia
Martin Ustaal	9.2%	N/A	Direct shareholder	Estonia
EESTI EKSPORT OSAÜHING	15%	10525947	Direct shareholder	Estonia
Entourage OÜ	15%	12052657	Direct shareholder	Estonia
Others	11.3%			

## 10. TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes (the **Terms and Conditions**) which, together with the relevant Final Terms, will be applicable to the specified Series of Notes. The relevant Final Terms will complete the Terms and Conditions in relation to each Series of Notes.

Save where the context requires otherwise, references in the Terms and Conditions to **Notes** are to the Notes of one Series only, not to all Notes of other Series that may be issued under these Terms and Conditions.

In these Terms and Conditions, unless the context otherwise requires, words denoting the singular include the plural and *vice versa*.

In these Terms and Conditions, references to a specified Condition will be construed as a reference to that specific Condition of these Terms and Conditions as in force for the time being and as amended or supplemented from time to time.

The headings are inserted for convenience of reference only and will not affect the interpretation of these Terms and Conditions.

In these Terms and Conditions, reference to any other document will be construed as references to that document as in force the time being and as amended, supplemented or substituted.

The use of the word **including** means **including without limitation**.

Words and expressions used in these Terms and Conditions in capitals and not defined will have the meanings given to them in the Final Terms unless the context otherwise requires or unless otherwise stated.

### DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the following definitions will apply:

**Aggregate Nominal Amount:** the aggregate nominal amount of the Notes as specified in the Final Terms.

**API:** application programming interface to exchange and transmit information and data in a structured form between the Issuer, the Lending Company and Mintos.

**Available Distribution Amount:** the amounts received by the Issuer from the Series Specific Loans.

**Backup Servicer:** the legal entity (if any) engaged by the Issuer to service and administer the Loans.

**Base Prospectus:** the base prospectus in relation to the Notes.

**Borrower:** the debtor of a Loan.

**Borrower's Payments:** any payments made by the Borrowers under the Series Specific Loans.

**Business Day:** any day on which banks in the Republic of Latvia are open for business, except for Saturdays, Sundays and national holidays of the Republic of Latvia.

**Buyback Obligation:** the obligation, if any payment under any of the relevant Loans is delayed by more than 60 days, for the Lending Company to repurchase the relevant Loan Receivables from the Issuer, provided that the Buyback Obligation is stated as being applicable in the Final Terms.

**Collateral:** the pledge rights of the Lending Company or any other legally permissible means of

securing the fulfilment of the Borrower's obligations under the Series Specific Loan as specified in the Final Terms (if any). The Loan Receivable can be without Collateral. The contractual penalty, Late Payment Interest and other ancillary claims arising from the Loan Agreement, shall not be considered as Collateral. The Collateral is left with the Lending Company and is not being transferred to the Issuer.

**Cooperation Agreement:** the cooperation agreement between the Issuer, the Lending Company and Mintos in relation to the Notes.

**Final Terms:** the final terms of the Notes.

**Grace Period:** the number of days specified in the Final Terms relating to any grace period in the Series Specific Loans for bank-to-bank payments, national holidays and specific debt collection policies of the Lending Company.

**Guarantee Agreement:** the guarantee agreement by the Guarantor to guarantee the obligations of the Lending Company to the Issuer.

**Guarantor:** ESTO Holdings OÜ, a private limited company established in accordance with the laws of the Republic of Estonia on the 26th of June 2020 in Tallinn, Estonia, with the registration number 14996345, and having its registered address at Harju maakond, Tallinn, Kesklinna linnaosa, Laeva tn 2, 10111, Estonia.

**Interest:** the interest under the Notes or the Series Specific Loans.

**Interest Accrual Periods:** the periods during which Interest accrues on the Notes as specified in the Final Terms.

**Interest Payment Date:** each date on which Interest is payable under the Notes as specified in the Final Terms.

**Interest Rate:** the rate at which Interest accrues on the Notes as specified in the Final Terms.

**Investment Accounts:** the financial instruments account and the cash account of the Investor opened with Mintos.

**Issue Date:** the issue date of the Notes being the date on which the Notes are first made available for subscription as specified in the Final Terms.

**Issuer:** SIA Mintos Finance No.23, incorporated as a limited liability company and registered in the Commercial Register of the Enterprise Register of the Republic of Latvia with registration number 40203394107 on 20 April 2022, a special purpose entity whose principal purpose is the issue of Notes.

**Issuer's Account:** the cash funds account of the Issuer opened by Mintos which is used solely for settling payments with the Lending Company, the Backup Servicer (if any), the Guarantor and the Noteholders.

**Late Payment Interest:** the Interest on any principal amount due but not paid under any Series Specific Loan which is calculated at the rate (the **Late Payment Interest Rate**) specified in the Final Terms on the principal amount due (if any).

**Lending Company:** ESTO AS is a public limited company established in accordance with the laws of the Republic of Estonia on the 6th of January 2017 in Tallinn, Estonia, with the registration number 14180709. ESTO AS is a licensed creditor in Estonia and holds a license from the Estonian Financial Supervision and Resolution Authority, license nr. 4.1-1/72.

**Loan Final Repayment Date:** the scheduled final repayment date of the Series Specific Loans as specified in the Final Terms.

**Loan Interest Payment Date:** each date on which Interest is payable under the Series Specific Loans as specified in the Final Terms.

**Loan Receivables:** the receivables of the Lending Company under the Series Specific Loans which have been assigned to the Issuer.

**Loan Repayment Date:** each date on which the Series Specific Loans are redeemed as specified in the Final Terms.

**Maturity Date:** the scheduled maturity date of the Notes as specified in the Final Terms.

**Mintos:** AS Mintos Marketplace, a joint stock company registered in the Commercial Register of the Register of Enterprises of the Republic of Latvia under unified registration number 40103903643 on 1 June 2015, having registered address: 50 Skanstes Street, Riga, LV-1013, Latvia.

**Noteholder:** each person who appears as a holder of any Note from time to time in the electronic register maintained by Mintos.

**Notes:** notes issued or to be issued by the Issuer.

**Payment Event:** the date on which (a) information on the Borrower's Payments received by the Lending Company is communicated to the Issuer and Mintos through API in accordance with the Transaction Documents, (b) the right or obligation arises under the Buyback Obligation or Repurchase, (c) any full or partial repayment of any of the Series Specific Loans occurs, (d) any breach of the repayment schedule of any of the Series Specific Loans occurs, (e) any extension of the repayment schedule of any of the Series Specific Loans pursuant to Condition 11.4 occurs and (f) any change to any of the Loan Interest Payment Date, the Loan Repayment Date and/or the Loan Final Repayment Date of one or more Series Specific Loan occurs.

**Pending Payments Penalty Fee:** the fee on any amounts due to the Issuer from the Lending Company under any of the Transaction Documents at the interest rate specified in the Final Terms (if any).

**Pledge Agreement:** the pledge agreement by a pledgor.

**Principal Amount Outstanding:** the Aggregate Nominal Amount multiplied by the Sink Factor.

**Priority of Payments:** the priority of payments set out in Condition 7.

**Purchase Agreement:** part of the Cooperation Agreement relating to the purchase by the Issuer and sale by the Lending Company of the Series Specific Loan.

**Rate:** the rate at which Interest or Variable Part of the Loan Amount accrues on principal amount outstanding of the Series Specific Loans as specified in the Final Terms.

**Redemption Date:** each date on which the Notes are redeemed as specified in the Final Terms.

**Repurchase:** the right or obligation for the Lending Company to repurchase the relevant Loan Receivables from the Issuer on the occurrence of certain events specified in the Cooperation Agreement (as outlined in the section entitled '4. TRANSACTION OVERVIEW – THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES – Exercising of Repurchase' of the Base Prospectus).

**Series:** Notes with the same Issue Date and the same Terms and Conditions (including as to the Series Specific Loans) and identified in the relevant Final Terms as forming a series.

**Series Specific Loan:** each hire purchase agreement (also called deferred payment agreement) or credit agreement (credit line) between the Lending Company and the Borrower as specified in the applicable Final Terms.

**Sink Factor:** a fractional number between 0 to 1 (inclusive) up to 16 decimal figures as determined by the Issuer from time to time which reflects the then Principal Amount Outstanding taking into account any partial redemptions of the Notes.

**Specified Currency:** the currency of the Notes as specified in the Final Terms.

**Specified Denominations:** the specified denominations of the Notes as specified in the Final Terms.

**Subordination Agreements** - inter-creditor agreements between Mintos and the Issuer, liabilities of the Lending Company towards which under the Cooperation Agreement are the senior liabilities, and Bremen Grupp OÜ, Entourage OÜ and Osaühing Wellman as creditors which certain liabilities of the Lending towards it are junior liabilities, and whereunder the junior liabilities are subordinated to the senior liabilities on the terms and conditions agreed by the parties to the Subordination Agreements.

**Transaction Documents:** the Cooperation Agreement, the Transfer Document, the Guarantee Agreement, Subordination Agreements and the Pledge Agreement.

**Transfer Document:** the document generated by Mintos evidencing the transfer of Loan Receivables from the Lending Company to the Issuer in accordance with the Purchase Agreement.

**Variable Part of the Loan Amount:** in case of interest-free Loan Receivables - a part of the principal, arising out of the Loan Agreement, transferred according to the Purchase Agreement to the Issuer in addition to the fixed part of the Loan Amount. The Variable Part of the Loan Amount is calculated by applying the Rate and it is calculated on the outstanding amount of the Loan.

## **1. UNDERTAKINGS OF THE ISSUER**

The undertakings in this Condition 1 remain in force for so long as any of the Notes are outstanding.

### **1.1 *Authorisations and compliance with laws***

The Issuer will promptly obtain, comply with and do all that is necessary to maintain in full force and effect any authorisation required under any law or regulation of Latvia to enable it to perform its obligations under the Notes or own title in the Loan Receivables, and carry on its business as it is being conducted. The Issuer will comply in all respects with all laws to which it is subject.

### **1.2 *Negative covenants***

Other than in connection with the Notes or as provided in the Base Prospectus, the Issuer will not:

- (a) sell, transfer, create any security over or otherwise dispose of any of the Loan Receivables;
- (b) incur or permit to be outstanding any financial indebtedness;
- (c) be the creditor in respect of any loan or any form of a credit to any person, other than the Lending Company or as permitted under the Transaction Documents;
- (d) give or allow to be outstanding any guarantee or indemnity to or for the benefit of any person in respect of any obligation of any other person;
- (e) carry on any business other than as a special-purpose pass-through undertaking established for the purpose of issuing and offering Notes, which are backed by the



Loan Receivables, to Investors on the Platform; or

- (f) use the Issuer's Account for any purpose other than as provided in these Terms and Conditions and the Transaction Documents.

These provisions are without prejudice to the Issuer's right to have transactions with other lending companies of the ESTO Group, with the aim of approving base prospectuses and issuing loans' backed and contingent notes.

## **2. GENERAL**

- 2.1 The Issuer under these Terms and Conditions together with the corresponding Final Terms has authorised the creation, issue and sale of the Notes to provide funds to the Issuer to purchase Loan Receivables in accordance with the Purchase Agreement. The issue of Notes on the Issue Date specified in the Final Terms will correspond to the Issuer obtaining title to the Loan Receivables with a total amount equal to the Aggregate Nominal Amount.
- 2.2 Subject to Condition 25, the Issuer will obtain the title to the Loan Receivables on the condition that Mintos has determined that it has all the data it requires in relation to the Loan Receivables in accordance with the Purchase Agreement and the Transfer Document. The condition in no case implies either the Issuer or Mintos has any obligation to examine, verify or assess such data, including, through the use of any documentary evidence.
- 2.3 In each case where amounts of principal, Interest, other return and additional amounts (if any) are payable in respect of the Notes, the obligations of the Issuer to make any such payment will constitute an obligation only to account to the Noteholders on each date on which such amounts are due, for an amount equal to amounts of principal, Interest, other return and additional amounts (if any) actually received by the Issuer in relation to the Series Specific Loans.
- 2.4 Neither the Issuer nor Mintos are liable to make any payments in respect of the Notes other than as expressly provided in these Terms and Conditions.
- 2.5 Save for any fees payable to the Lending Company, Mintos and the Backup Servicer (if any), so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer of the Notes.

## **3. STATUS**

- 3.1 The Notes constitute direct, general, unsubordinated and limited recourse debt obligations of the Issuer, which rank *pari passu* among themselves; and at all times these obligations rank at least *pari passu* with all other present and future direct, general, unsubordinated and limited recourse obligations of the Issuer arising from the present and further Series, except for those obligations as may be preferred by applicable law.
- 3.2 No proprietary or other direct interest in the Issuer's rights under or in respect of any of the Transaction Documents, the Purchase Agreement, the Transfer Document, the Guarantee Agreement, the Pledge Agreement and the Loan Receivables, exists for the benefit of the Noteholders. Subject to these Terms and Conditions, no Noteholder will and will have any right to enforce any of the Transaction Documents and the Loan Receivables, or any direct recourse to any of the Lending Company, the Borrowers, the Guarantor and the pledgor under the Pledge Agreement.

#### **4. FORM**

The Notes are issued by the Issuer in registered form which are deposited and held as book-entry with Mintos.

#### **5. ISSUE OF NOTES**

The Notes are issued on the Issue Date in the Aggregate Nominal Amount, the Specified Denominations and the Specified Currency as specified in the Final Terms.

#### **6. REGISTER, TITLE AND TRANSFERS**

- 6.1 Mintos maintains an electronic register of Noteholders in accordance with the Cooperation Agreement. No certificates will be issued to any Noteholder in respect of its holding.
- 6.2 Each Noteholder will (except as otherwise required by law) be treated as the absolute owner of any relevant Note for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust, nominee ship or any other interest in the Note), and no person will be liable for so treating the Noteholder.
- 6.3 The Notes are held and freely transferred only between the financial instrument accounts at Mintos of Noteholders. No application has been or will be made to trade the Notes on any regulated market or any other trading venue, other than the Platform.
- 6.4 A transfer of any Note between the Noteholders may be affected by Mintos which may require as conditions to the transfer of (a) provision of documents and information, (b) payment of any transfer fee and (c) payment of any tax or other governmental charges, in each case, by the relevant Noteholder in accordance with terms and conditions of the Platform.

#### **7. PRIORITY OF PAYMENTS**

All funds received by the Issuer in relation to the Series Specific Loans, irrespective whether indicated as corresponding to the relevant Series Specific Loan or not, to the extent legally permitted, will be applied by the Issuer in the following order of priority:

- (a) *first*, in or towards payment of any amounts owed by the Issuer to any tax authority and required to be paid by the Issuer under or pursuant to the Notes;
- (b) *second*, in payment or satisfaction of all fees and penalty fees then due and unpaid to Mintos by the Lending Company under the Cooperation Agreement;
- (c) *third*, in or towards payment or satisfaction of all amounts then due and unpaid as commissions, fees, costs, charges, expenses and liabilities incurred or payable for servicing of the Loan Receivables if (i) the Issuer or any person designated by the Issuer has taken over the servicing of the Loan Receivables or (ii) any event of default of the Lending Company has occurred under any of the Transaction Documents and the Issuer acts for the purposes of recovery of funds includes filing a claim in the liquidation, insolvency or other administrative proceedings of the Lending Company, or enforcing any legal rights;
- (d) *fourth*, in or towards payment or satisfaction of any costs, including legal fees, for any action to recover funds, collect or restructure payment obligations, or taking any other actions to receive the Loan Receivables;

- (e) *fifth*, in or towards payment or discharge of all amounts which are due to the Backup Servicer, if any;
- (f) *sixth*, to the Noteholders in or towards the payment or discharge of all amounts of Interest and principal (Late Payment Interest or penalty fee or other assigned claim, if any, in the order that is set forth with respect to the particular Loan Receivable) then due and payable under or in respect of Series, Repurchase prices and/or Buyback Obligation prices, unless the Buyback Obligation price is discharged next according to 7 (g) below. Such payment/discharge being done by placing Series Specific Loans of all Series outstanding in the chronological order from the Series Specific Loan having oldest Payment Event to the Series Specific Loan having newest Payment Event, and then applying pro rata approach on each particular Series level; and
- (g) *seventh*, to the Noteholders in or towards the payment of the Buyback Obligation price, if the Lending Company is late in making payments due to the Issuer for 14 (fourteen) days or another period that the Issuer finds material. Such payment/discharge being done by placing Series Specific Loans of all Series outstanding in the chronological order from the Series Specific Loan having oldest buyback related Payment Event to the Series Specific Loan having newest buyback related Payment Event, and then applying pro rata approach on each particular Series level; and
- (h) *eight*, to the Noteholders in or towards the payment of Notes' pro-rata portion of the Pending Payments Penalty Fee (if any). Such pro-rata portion shall be applied towards all impacted Series.

Neither the Issuer nor Mintos will be liable for applying the Priority of Payments, including for any minor errors, pursuant to Condition 25.

## 8. INTEREST

### 8.1 *Payment of Interest*

Each Note bears Interest from (and including) the date on which the Note is subscribed by the Noteholder. Interest will be calculated in accordance with Conditions 8.2 and 8.3, and payable in the Specified Currency in arrears on each Interest Payment Date.

### 8.2 *Accrual of Interest*

The Interest payable on any Interest Payment Date in respect of each Note is as follows:

Rate X Series Specific Loan Principal Amount Outstanding X Day Count

Where:

**Series Specific Loan Principal Amount Outstanding**, is the principal amount of the Series Specific Loans which is scheduled to be outstanding (even if the principal amount is redeemed later) on the day immediately before the Loan Interest Payment Date which is immediately before the Interest Payment Date.

**Day Count**, unless otherwise specified in the Final Terms, the actual number of days in the immediately preceding Interest Accrual Period, divided by 360.

### 8.3 *Accrual of Late Payment Interest*

The Late Payment Interest (if specified as being applicable in the Final Terms) payable on any day on which the Issuer receives the Principal Amount Due in respect of each Note is as follows:

Late Payment Interest Rate X Principal Amount Due X Day Count

Where:

**Principal Amount Due**, is the principal amount of a Series Specific Loan which was due on the Loan Repayment Date but not paid under the relevant Series Specific Loan provided that there will be no Principal Amount Due if paid within the Grace Period; and

**Day Count**, unless otherwise specified in the applicable Final Terms, the actual number of days from (but excluding) the day on which the Principal Amount Due becomes due to (but excluding) the day on which the Issuer receives the Principal Amount Due or, if the Buyback Obligation or Repurchase applies, the relevant Payment Event, divided by 360.

**Any payment of Interest or Late Payment Interest will be made only in accordance with Conditions 7, 11 and 25, and will be subject to the relevant Payment Event having occurred and the Issuer having actually received the corresponding payment under the Series Specific Loans.**

## **9. PRINCIPAL REDEMPTION**

### *9.1 Redemption at maturity*

Unless previously redeemed or purchased and cancelled as specified in these Terms and Conditions, each Note will be redeemed at the then Principal Amount Outstanding on the Maturity Date.

### *9.2 Early Redemption*

A proportion of the Principal Amount Outstanding of the Notes will be redeemed *pro rata* on each Redemption Date and at any other time any principal payment from any of the Series Specific Loans is received by the Issuer, without any prior notice to Noteholders. The Principal Amount Outstanding of the Notes redeemed will be in the same proportion as the proportion that the principal payment received by the Issuer has to the total principal amount outstanding of all the Series Specific Loans immediately before the principal payment. Any accrued but unpaid Interest associated to that proportion of the Principal Amount Outstanding of the Notes being redeemed will be paid at the same time.

**Any repayment of the Principal Amount Outstanding will be made only in accordance with Conditions 7, 11 and 25, and will be subject to the relevant Payment Event having occurred and the Issuer having actually received the corresponding payment under the Series Specific Loans.**

## **10. INTEREST AND PRINCIPAL DETERMINATION**

10.1 Mintos determines (a) the amount of Interest and the Late Payment Interest (if any) payable in accordance with Condition 8 for each Interest Payment Date and (b) the amount of principal payable in accordance with Condition 9 on each Redemption Date and the Maturity Date, on its review of the following information:

- (i) the Payment Events which have arisen;

- (ii) aggregate payment amounts paid by the Borrowers which have been received from the Lending Company;
  - (iii) the Buyback Obligation and Repurchase which have arisen; and
  - (iv) the amounts then due and owed by the Issuer according to the Priority of Payments on the Interest Payment Date, the Redemption Date or the Maturity Date.
- 10.2 On each Interest Payment Date, each Redemption Date and the Maturity Date, Mintos on the Issuer's behalf will direct the payment of Interest and principal amounts to the Noteholders in accordance with Condition 11.
- 10.3 If after application of the Priority of Payments the Issuer has insufficient funds on any Interest Payment Date, any Redemption Date or the Maturity Date to make a payment of Interest or principal in full as required by Conditions 8 and 9, on behalf of the Issuer, Mintos at its sole discretion may decide that the Issuer pays part of the amount due or defers the payment until the full amount due is available, and such partial payment or deferral will not constitute an Event of Default under these Terms and Conditions.
- 10.4 All determinations, calculations and adjustments made by Mintos will be made in conjunction with the Issuer and will, in the absence of manifest error, be conclusive in all respects and binding upon the Issuer and all Noteholders.

## **11. PAYMENTS**

### *11.1 Payments of Interest and principal*

Subject to Conditions 7 and 12, the Issuer will, from any Available Distribution Amount:

- (a) pay the Interest on the Notes in accordance with Condition 8 on each Interest Payment Date; and
- (b) redeem the Notes in accordance with Condition 9 on each Redemption Date and the Maturity Date.

### *11.2 Notes contingent payments*

All payments of Interest and principal by the Issuer under the Notes are dependent on the Issuer having received information on the Payment Event and the Available Distribution Amount being sufficient to make the relevant payments in accordance with the Priority of Payments. The Notes will not give rise to the Issuer having any payment obligation in excess of the foregoing.

Any overdue payment of Interest or principal under any of the Series Specific Loans that have been collected by the Lending Company (including by its external debt collection agency) will be paid to the Issuer as an Available Distribution Amount which will be paid in accordance with the Priority of Payments on the date determined by the Issuer at its sole discretion.

### *11.3 Pending Payments Penalty Fee*

If, following any Payment Event, the Lending Company delays any payments due to the Issuer under any of the Transaction Documents by more than 10 days, the Lending Company will pay to the Issuer the Pending Payments Penalty Fee.

#### 11.4 *Loan extension*

The Lending Company may modify any of the Series Specific Loans without approval of the Issuer and the Noteholders, provided that payments from the relevant Borrower remain unchanged.

If 'Extension possibility' is provided in the Final Terms, the Lending Company may extend the repayment schedule of one or more Series Specific Loans by changing the Loan Interest Payment Date, the Loan Repayment Date and/or the Loan Final Repayment Date without the consent of the Issuer or the Noteholders provided that (a) there is no event of default under any of the Series Specific Loans, (b) any change is restricted by 'Limit on the number of Extensions' and 'Total maximum time limit of Extensions' as specified in the Final Terms and (c) any change is notified on the Platform to the Noteholders.

The Lending Company may also extend the repayment schedule of one or more Series Specific Loans by changing the Loan Interest Payment Date, the Loan Repayment Date and/or the Loan Final Repayment Date without the consent of the Issuer or the Noteholders to comply with any new law or regulation, amendment of any existing law or regulation, or any decision of any government or municipal provided that any change is notified on the Platform to the Noteholders

#### 11.5 *Loan Receivables subject to Buyback Obligation or Repurchase*

Any Loan Receivable subject to the Buyback Obligation or Repurchase will be repurchased by the Lending Company at a price equal to the outstanding principal amount of the Loan Receivable together with any accrued but unpaid Interest and any Late Payment Interest up to (but excluding) the repurchase date.

#### 11.6 *Insufficient funds on the Maturity Date*

If any amounts on the Notes are outstanding on the Maturity Date, the Maturity Date will be automatically postponed to the date that is the earlier of (a) the date on which all amounts due and payable under the Notes are paid and (b) the date referred to in Condition 11.7, and Interest will not accrue on the Notes (other than Pending Payments Penalty Fee, if applicable) and any Available Distribution Amount will be paid to the Noteholders on a date as reasonably determined by the Issuer in accordance with the Priority of Payments.

#### 11.7 *After the Maturity Date*

If on any date following the Maturity Date:

- (a) Mintos concludes following notification in writing from the Lending Company to the Issuer and Mintos and by API that the Lending Company has determined in good faith that there is no realistic prospect of collecting any further funds in accordance with its loan management and collection policies from the Series Specific Loans which are not subject to the Buyback Obligation nor Repurchase; or
- (b) the Issuer and Mintos determines in good faith that there is no realistic prospect of collecting any further funds from the Lending Company if the Series Specific Loans are subject to the Buyback Obligation and/or Repurchase but the Issuer has not received the full amount due from the Buyback Obligation or Repurchase or, if earlier, on the 10th anniversary of the Maturity Date,

as of that date (i) all the Notes outstanding will be cancelled in full, (ii) the Issuer will be deemed

to have fulfilled all its payment and other obligations to each of the Noteholders and (iii) no Noteholder will have any right in respect of any of the Notes.

#### **11.8** *Payments to the Noteholders*

Any payments of Interest and redemption amounts in respect of the Notes will be made to the relevant Investment Account.

#### **11.9** *Taxes*

All payments and/or deliveries in respect of the Notes made by or on behalf of the Issuer will be made subject to any withholding or deduction for any taxes, duties, assessments or governmental charges of whatever nature which may be required to be withheld or deducted.

The Issuer or Mintos will:

- (a) not be liable as a result for, or otherwise obliged to pay, any additional amount to any of the Noteholders in respect of, or compensation for, any such withholding or deduction or any other amounts withheld or deducted;
- (b) not be liable for or otherwise obliged to pay, and the relevant Noteholder will be liable for and/or pay, any tax, duty, charge, withholding or other payment whatsoever which may arise as a result of, or in connection with, the ownership, any transfer (or agreement to transfer), any payment and/or any delivery (or any agreement for delivery) in respect of the Notes held by such Noteholder; and
- (c) have the right but will not be obliged (unless required by law), to withhold or deduct from any amount payable or, as the case may be, any delivery due to the relevant Noteholder, such amount or portion as will be necessary to account for or to pay any such tax, duty, charge, withholding or other payment.

The Noteholders will agree to provide the Issuer and/or Mintos with all information and documentation required by the Issuer and/or Mintos, as the case may be, to satisfy any Latvian or other country tax or regulatory obligations at any time.

#### **11.10** *Payments on Business Days*

If the due date for payment of any amount in respect of any Notes is not a Business Day, the Noteholder will not be entitled to payment of the amount due until the next succeeding Business Day in such place and will not be entitled to any further interest or other payment in respect of any such delay.

### **12. LIMITED RECOURSE AND NON-PETITION**

12.1 Notwithstanding anything in the Base Prospectus, the obligations of the Issuer in respect of the Notes are limited recourse obligations which are payable solely from the sums of principal, Interest, other return and additional amounts (if any) actually received (and identified as such) in relation to the Series Specific Loans.

12.2 All payments to be made by the Issuer in respect of the Notes will be made only from and to the extent of the sums received or recovered from time to time by or on behalf of the Issuer under the Series Specific Loans, subject always to the Priority of Payments.

- 12.3 In relation to any sums received or recovered, the Issuer (or Mintos on its behalf) will follow these Terms and Conditions in determining to which Series of Notes such sums relate and such determination will be binding on Noteholders of all Series in the absence of manifest error.
- 12.4 To the extent that the sums referred to in Condition 12.1 are less than the amount which the Noteholders may have expected and been entitled to receive (such difference being referred to as the **shortfall**), the shortfall will be borne by the Noteholders.
- 12.5 Each Noteholder, on subscribing or buying any Note directly, through a strategy of the Platform or any other way, irrevocably accept and acknowledge that it is fully aware that:
- (a) only the sums referred to in this Condition 12, and Conditions 7 and 11 will be available for any payments to be made by the Issuer in respect of the Notes;
  - (b) the sums which are attributable to another Series of Notes are only available in satisfaction of the obligations of the Issuer to such Noteholders;
  - (c) the obligations of the Issuer to make payments in respect of the Notes will be limited to the sums and the Noteholders will have no recourse to the Issuer, Mintos or their respective shareholders, directors, officers, employees, affiliates, successors or assigns in respect of the Notes for the shortfall;
  - (d) no Noteholder is entitled to proceed against the Issuer or Mintos for the shortfall;
  - (e) following the realisation and distribution of the net proceeds from the Loan Receivable corresponding to the Series Specific Loan in accordance with the Priority of Payments, the Noteholders or anyone acting on behalf of any of them will not be entitled to take any further steps against the Issuer or Mintos to recover any further sum and the right to receive any such further sum will be deemed as fulfilled; and
  - (f) no Noteholder will be entitled to petition or take any other step or join with any other person in bringing, instituting or joining, insolvency, winding-up, liquidation or bankruptcy proceedings (whether court-based or otherwise), or for the appointment of an examiner, liquidator or analogous person in relation to the Issuer, nor will it have any claim to, or in respect of any sum arising in respect of any assets of the Issuer.
- 12.6 Non-payment of the shortfall referred to in this Condition 12 will not constitute an Event of Default.
- 12.7 None of the shareholders of the Issuer, Mintos, the Lending Company, the Guarantor or the Backup Servicer (if any) has any obligation to any Noteholder for payment of any amount by the Issuer in respect of the Notes.
- 12.8 The provisions of this Condition 12 will survive redemption of the Notes.

### **13. PURCHASE**

- 13.1 The Issuer may at any time purchase Notes at any price in the open market or otherwise.
- 13.2 Any Note purchased by the Issuer on the sole discretion of the Issuer may be either cancelled or sold to any investor on behalf of the Issuer by Mintos.

### **14. CANCELLATION**



All Notes which are redeemed or cancelled may not be re-issued or resold.

## **15. PRESCRIPTION**

Any and all claims against the Issuer for payment in respect of the Notes will be prescribed and become void unless made within 10 years from the date on which payment in respect of the Notes first becomes due.

## **16. FURTHER ISSUES**

The Issuer may from time to time without the consent of the Noteholders create and issue further Series and further tranches of existing Series of Notes. A further tranche of an existing Series will:

- (a) be fungible with the Notes of that existing Series;
- (b) have the same terms and conditions as the Notes of that Series except for the Aggregate Nominal Amount, the Issue Date, the Issue Price, the Interest Accrual Periods, the first Interest Payment Date and the first Redemption Date; and
- (c) be consolidated and form a single Series with that existing Series of Notes, and references in these Terms and Conditions to Notes will be construed accordingly.

The right of the Issuer from time to time without the consent of the Noteholders to create and issue further Series, includes also the Issuer's right to issue loans' backed and contingent notes according to the base prospectuses and transaction documents for other lending companies of the ESTO Group.

## **17. EVENTS OF DEFAULT**

17.1 Any of the following events will constitute an event of default under the Notes (each, an **Event of Default**):

- (a) if any order is made by any competent court or any resolution passed for the winding-up or dissolution (including any bankruptcy, insolvency, voluntary, forced or judicial liquidation, composition with creditors, a reprieve from payment, controlled management, fraudulent conveyance, general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) of the Issuer (save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangements); or
- (b) formal notice is given of an appointment an administrator (including any receiver, liquidator, auditor, verifier), provisional administrator; or
- (c) any application is made, or petition is lodged, or documents are filed with the court or administrator in relation to the Issuer for the actions, proceeding or procedures specified in paragraphs (a) or (b) above, unless such proceedings or petitions are disputed in good faith and are discharged, stayed or dismissed within 90 calendar days of commencement.

17.2 The Issuer is obliged to inform Mintos immediately if any Event of Default should occur. Should Mintos not receive such information, Mintos is entitled to assume that no Event of Default exists or can be expected to occur, provided that Mintos does not have knowledge of any Event of

Default. Mintos is under no obligation to make any investigations relating to any Event of Default. The Issuer will, at the request of Mintos, provide Mintos with details of any Event of Default and provide Mintos with all documents that may be of significance for the application of this Condition 17.

- 17.3 If Mintos has been notified by the Issuer or has otherwise determined that there is an Event of Default, Mintos will, within 20 Business Days of the day of notification or determination, notify the Noteholders according to Condition 20.
- 17.4 Upon the occurrence of an Event of Default, Notes are repaid according to the terms and conditions stipulated by this Base Prospectus and relevant Series Final Terms, unless otherwise required by a rule of the law.
- 17.5 Mintos, subject to the Noteholders indemnifying and holding Mintos harmless from any reasonable expenses, loss or liability, will take every reasonable measure necessary to recover the amounts outstanding under the Notes according to their terms and conditions and Transaction Documents. Mintos will in each case inform the Noteholders about the costs which should be compensated prior to requesting any indemnification. In any case Mintos will charge this compensation of costs only up to the recovered amount. Mintos will not ask for compensation of costs for its in-house staff and resources.
- 17.6 For the avoidance of doubt, if any payment is not made by the Issuer because the Issuer has not received the relevant amounts under the Series Specific Loans so that the Available Distribution Amount after application of the Priority of Payments is not enough to make payments due under the Notes in full, the occurrence of such event will, as such, not constitute an Event of Default.

## 18. MEETING OF NOTEHOLDERS

### 18.1 *General provisions*

The Issuer from time to time may convene a meeting of the Noteholders (the **Noteholders Meeting**) to adopt resolutions on certain matters. The Issuer at its own discretion decides which matters will be reserved for passing at the Noteholders Meeting.

These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the Noteholders Meeting or in respect of the relevant resolution and Noteholders who voted in a manner contrary to the majority. As a result, Noteholders may be bound by a change to these Terms and Conditions or by some other decision that affects Noteholders' investment in the Notes even though they have not agreed to such change.

The Noteholders Meeting may adopt its resolutions in one of the two forms as chosen by the Issuer:

- (a) at a meeting held by attendance of the Noteholders to discuss the items on the agenda and pass resolutions on the matters put to the vote using ballots provided; or
- (b) by absentee voting (without attendance of the Noteholders to discuss the items on the agenda and pass resolutions on the matters put to the vote).

The Noteholders Meeting will be chaired, and minutes taken by a representative of Mintos.

### 18.2 *Resolutions of the Noteholders Meeting*

Matters put to the vote at a Noteholders Meeting and its agenda will be decided by the Issuer.

The Noteholders may neither pass resolutions on the matters not included in its agenda nor amend the agenda.

Resolutions passed by the Noteholders Meeting and voting results will be provided to the persons eligible to participate in the Noteholders Meeting in a report, which will be disclosed to the Noteholders as per the procedure prescribed with regard to sending notices of the Noteholders Meeting, within 5 Business Days after the closing date of the meeting or the final date for submitting the voting ballots in case of absentee voting. However, the failure to do so will not invalidate the resolution.

The resolution will be binding on all the Noteholders, whether or not present at the Noteholders Meeting and each of them will be bound to give effect to it accordingly.

### **18.3** *Information on holding a Noteholders Meeting*

The Issuer will notify the Noteholders about the Noteholders Meeting in accordance with the procedure below.

A notice of the Noteholders Meeting (the **Notice**) will be given according to Condition 20 no later than 10 days in advance.

The Notice will be given to the Noteholders registered on the date of the Notice in the electronic register of Noteholders maintained by Mintos.

The Issuer may decide not to publish the Notice on the Platform. In such a case within the time specified in this Condition 18.3 the Issuer will send the Notice to the Noteholders by email.

The Issuer may at its own discretion make available information to the Noteholders entitled to participate in the Noteholders Meeting as part of preparations for the Noteholders Meeting.

### **18.4** *Quorum at a Noteholders Meeting*

A Noteholders Meeting will be deemed quorate if attended by Noteholders aggregately holding more than 50% of:

- (a) the aggregate Principal Amount Outstanding of all Series of Notes towards the Lending Company on the date of the Notice if the decision is related towards all Series of Notes outstanding; or
- (b) the aggregate Principal Amount Outstanding of the relevant Series of Notes on the date of the Notice if the decision is related towards the relevant Series of Notes outstanding.

The number of votes for each Noteholder equals the Principal Amount Outstanding in the respective Series on the date of the Notice.

When a Noteholders Meeting is held by attendance of the Noteholders to discuss the items on the agenda and pass resolutions on the matters put to the vote, the Noteholders registered to participate in the Noteholders Meeting and the Noteholders whose ballots have been received no later than 2 days before the meeting will be deemed to have participated in the meeting.

When a Noteholders Meeting is held in the form of absentee voting, the Noteholders whose

ballots have been received before the final date for submitting the ballots will be deemed to have participated in the meeting.

Where there is no quorum for a Noteholders Meeting, a second Noteholders Meeting will be held with the same agenda. Such second Noteholders Meeting will be deemed quorate if attended by Noteholders aggregately holding more than 30% of:

- (a) the aggregate Principal Amount Outstanding of all Series of Notes towards the Lending Company on the date of the Notice if the decision is related towards all Series of Notes outstanding; or
- (b) the aggregate Principal Amount Outstanding of the relevant Series of Notes on the date of the Notice if the decision is related towards the relevant Series of Notes outstanding.

Subject to the quorum being present, the decisions on the Noteholders Meeting agenda will be adopted per each item of the agenda by the majority from the total amount of votes provided.

#### 18.5 *Voting ballots*

Ballots for voting at a Noteholders Meeting will be sent together with the Notice according to Condition 18.3.

Ballots for voting will be in the English language.

Voting could be convened as an e-voting through filling-out an electronic voting ballot through the interface of the Platform.

Noteholders included in the list of those entitled to participate in the Noteholders Meeting other than the Noteholders Meeting held in the form of absentee voting, or their representatives, may register to participate or forward their completed ballots to the Issuer. Voting ballots will be counted towards the calculation of the quorum and voting results if received by the company no later than 2 days before the Noteholders Meeting.

The voting ballot will contain the information about the Noteholders Meeting including but not limited to:

- information about the Issuer, including address and contact person;
- details identifying the Series of Notes;
- form of the Noteholders Meeting (attendance or by absentee voting);
- date, place and time of the Noteholders Meeting if it is held in the form of attendance of the Noteholders;
- Principal Amount Outstanding; and
- voting options for each item on the agenda, expressed as “for”, “against”, or “abstained”, and the indication that the voting ballot must be signed by a person entitled to participate in the Noteholders Meeting or its representative unless convened by e-voting.

When voting by ballots, only those voting ballots are counted where for each item only one

voting option is selected. The voting ballots completed in breach of the aforementioned requirement will be deemed invalid. However, if there are several items put to the vote on the voting ballot, breach of the aforementioned requirement with respect to one or several items will not affect the validity of the remaining ballot. If a voting ballot is rendered invalid with respect to voting on one, several or all items included in such ballot, the votes so cast in such ballot will not be excluded from the calculation of the quorum. If a voting ballot is rendered invalid, the votes on the items contained in the voting ballot will not be counted.

#### **18.6**    *Counting*

The counting functions will be performed by Mintos, which will check the powers of, and register the participants in a Noteholders Meeting, determine the quorum at a Noteholders Meeting, count the votes and determine the voting results, draw up the voting minutes and hand over the voting ballots to the archive.

### **19.    SUBSTITUTION**

19.1    The Issuer or any previous substitute company may be substituted by any other company as principal obligor under all of the Notes then outstanding provided that such substitution would not be materially prejudicial to the interests of the Noteholders and subject to the other Terms and Conditions being complied with, including with provisions of the Transaction Documents, and further provided that the Financial and Capital Market Commission has given its prior consent to such substitution if any needed according to the applicable law.

19.2    By subscribing to, or otherwise acquiring, the Notes, the Noteholders expressly consent to the substitution of the Issuer and to the release of the Issuer from any and all obligations in respect of the Notes and any relevant agreements and are expressly deemed to have accepted such substitution and the consequences of such substitution.

19.3    Any such substitution will be notified to Noteholders in accordance with Condition 20.

### **20.    NOTICES AND PROVISION OF INFORMATION**

20.1    Notices to the Noteholders will be given upon sole discretion of the Issuer in the English language and/or any other language the Issuer deems fit for such purposes and will be given by using one or several communication channels:

- (a)    emailed to respective email addresses in the register of Noteholders and deemed to have been given within 24 hours after the dispatch; and
- (b)    delivered to Mintos for further communication to the Noteholder according to the services provision agreement between Mintos and the Noteholder (including times when deemed to have been duly given).

20.2    Any notices, demands, claims or other communication to the Issuer by any Noteholder will be in the English language and will be given by using one of the following communication channels:

- (a)    delivered by hand or courier and deemed to have been given on the same day of delivery; and
- (b)    delivered by registered mail and deemed to have been given on the 10th calendar day following the date indicated on the stamp by the postal service provider on the acceptance of a registered letter.

- 20.3. For the purposes of Condition 20.2 notices or other communications addressed to the Issuer will be given to Mintos, serving as an agent for this purpose:

AS Mintos Marketplace  
50 Skanstes Street, Riga, LV-1013, Latvia  
For the attention of SIA Mintos Finance No.23

## **21. AGENTS**

- 21.1 Mintos acts solely as an agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, any Noteholder.
- 21.2 The Issuer subject to the provisions of the Transaction Documents reserves the right at any time to vary or terminate the appointment of Mintos, the Lending Company and any other party to any of the Transaction Documents.

## **22. FORCE MAJEURE**

Neither the Issuer nor Mintos will be responsible for any failure to perform any of its respective obligations under these Terms and Conditions which is due to any reason that is independent on that person's will and has resulted from a *force majeure* event. A *force majeure* event will apply only and solely if that person has taken all steps that depend on it in order to perform the obligation. Once the *force majeure* event has finished, that person must immediately resume the performance of the obligation. The following circumstances will be considered as *force majeure* events:

- (a) extraordinary and unavoidable circumstances including natural disasters, fire, flood, earthquake, warfare, terror acts, riots and strikes;
- (b) technical failures, delays or malfunctions; failure of computers, communications systems, hardware and/or software; power supply malfunctions; or other critical infrastructure malfunctions, which neither the Issuer nor Mintos could have prevented or predicted;
- (c) decisions and/or activities of local and/or foreign public authorities, and/or international organisations;
- (d) entry into force, amendments and/or suspension of a statutory act binding on either the issuer or Mintos affecting the performance of obligations under these Terms and Conditions; and
- (e) any circumstance defined as a *force majeure* circumstance in any of the Transaction Documents.

## **23. GOVERNING LAW AND JURISDICTION**

- 23.1 The Notes (and any non-contractual obligations arising out of or in connection with the Notes) are governed by, and will be construed in accordance with the law of the Republic of Latvia.
- 23.2 The courts of the Republic of Latvia are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes (including any disputes relating to any non-contractual obligations arising out of or in connection with the Notes) and accordingly any legal action or proceedings arising out of or in conjunction with the Notes may be brought in such

courts. The Issuer and each of the Noteholders irrevocably submits to the jurisdiction of such courts.

## **24. AMENDMENTS AND MODIFICATIONS**

To comply with any applicable law, the Issuer may validly amend or supplement these Terms and Conditions by publishing the changed Terms and Conditions on the Platform without the consent of the Noteholders.

## **25. LIMITATION OF LIABILITY, AND REPRESENTATION AND WARRANTIES OF THE NOTEHOLDER**

25.1 Notwithstanding anything in the Base Prospectus, other than with respect to gross negligence or wilful misconduct by the Issuer and/or Mintos, neither the Issuer nor Mintos will be held liable by any Noteholder for:

- (a) any material error, misrepresentation, omission or fraud by the Lending Company;
- (b) failure of the Lending Company for whatever reason to inform the Issuer and/or Mintos of the Payment Event having occurred or for the information being inaccurate or wrong;
- (c) the Loan Receivables; or
- (d) determinations and decisions when distributing amounts under the Notes, including, when applying the Priority of Payments, deciding whether to defer payment or make a partial payment, relying upon or deciding if and when there is no realistic prospect of collecting further funds under a Series Specific Loan, including in the event of default of the Lending Company.

25.2 In any and all cases liability of the Issuer and/or Mintos to any Noteholder under these Terms and Conditions will be limited to the amount invested in the impacted Notes by the Noteholder.

25.3 Each Noteholder, on subscribing or buying any Note directly, through a strategy of the Platform or any other way, irrevocably accept and acknowledge that it is fully aware that:

- (a) the Issuer and Mintos do not make any representation or warranty in respect of, or will not at any time have any responsibility for, or, save as otherwise expressly provided in these Terms and Conditions, liability or obligation in respect of the performance and observance by any Borrower of its obligations under the relevant Series Specific Loan, the Lending Company of its obligations under the Cooperation Agreement, the Guarantor of its obligations under the Guarantee Agreement and/or by the pledgor of its obligations under the pledge agreement, or the recoverability of any sum of the principal, Interest, other return or any additional amounts (if any) due or to become due from any Borrower, the Lending Company, the Guarantor and/or the pledgor;
- (b) the Issuer and Mintos will not at any time have any responsibility for, or obligation or liability in respect of, the condition, financial or otherwise, covenant, creditworthiness, affairs, status or nature of any Borrower, the Lending Company, the Guarantor, the pledgor or any other person;
- (c) the Issuer and Mintos will not at any time be liable for any representation or warranty, or any act, default or omission of any Borrower, the Lending Company, the Guarantor, the pledgor or other person;

- (d) the Issuer will not at any time have any responsibility for, or liability or obligation in respect of, the performance and observance by Mintos of its obligations under the Transaction Documents or any other agreement entered or to be entered into by and between the Noteholders and Mintos;
- (e) financial servicing and performance of the terms of the Notes depend upon both the performance by each Borrower of its obligations under the Series Specific Loan, its duties to make payments under the Series Specific Loan and its credit and financial standing, and the performance by the Lending Company, the Guarantor and/or the pledgor of their respective contractual obligations towards the Issuer and Mintos as well as their respective credit and financial standing;
- (f) the Notes, which the Noteholder has or will acquire, reflect the performance of the relevant Series Specific Loans. The Noteholder has no direct recourse to any of the Series Specific Loans or the corresponding Loan Receivables. Once the Loan Receivables have been realised according to these Terms and Conditions, the Noteholder is not entitled to take any further steps against the Issuer or Mintos to recover any further sums due and the right to receive any such sum will be extinguished. The Noteholder accepts not to attach or otherwise seize any of the assets of the Issuer. In particular, the Noteholder will not be entitled to petition or take any step for the winding-up, the liquidation or the bankruptcy of the Issuer or any similar insolvency-related proceedings and such petition or action will be treated as null and void as from its initiation time; and
- (g) the Investment Accounts will be opened and be held by the Noteholder fully operational with Mintos while the Noteholder holds any Notes.



## 11. TAXATION

*The information provided in this section will not be treated as legal or tax advice; and prospective investors are advised to consult their own tax advisors as to the tax consequences of the subscription, ownership and disposal of the Notes applicable to their particular circumstances. The following is a general summary of certain tax considerations in the Republic of Latvia in relation to the Notes. It is not exhaustive and does not purport to be a complete analysis of all tax consequences relating to the Notes, as well as does not take into account or discuss the tax implications of any country other than the Republic of Latvia.*

***Tax laws of the Noteholder's country of residence for taxation purposes and of the Issuer's country of residence may have an impact on the income received from the Notes.***

This summary is based on the laws of Latvia as in force on the date of this Base Prospectus and is subject to any change in the law that may take effect after such date, provided that such changes could apply also retroactively.

Latvia has entered into a number of tax conventions on elimination of the double taxation (hereinafter - DTT), which may provide a more favourable taxation regime. Therefore, if there is a valid DTT between Latvia and the country of tax residence of a prospective Noteholder, it should be also examined. The procedures for application of tax conventions are provided in the Republic of Latvia Cabinet of Ministers' Regulations No. 178 "Procedures for Application of Tax Relief Determined in International Agreements for Prevention of Double Taxation and Tax Evasion", adopted on 30 April 2001.

### **Taxation of the Issuer**

Issuer is a corporate income tax payer in Latvia. According to the Latvian tax law, the annual profit earned by entities in Latvia is not taxed. Instead, Corporate income tax is paid on dividends, fringe benefits, gifts, donations, representation costs, non-business related disbursements and transfer pricing adjustments. The tax rate applicable is 20%, however, the taxable base is divided by the coefficient 0.8, thus the effective Corporate income tax rate is 25%.

### **Taxation of the Noteholders individuals**

#### *Resident individuals*

An individual will be considered as a resident of Latvia for taxation purposes, if at least one of the following requirements is met:

- the declared place of residence of this person is in Latvia;
- the person stays in Latvia for at least 183 days over the course of a period of 12 consecutive calendar months;
- the person is a Latvian citizen who is employed by the government of Latvia in a foreign country.

In accordance with the Latvian tax laws the interest income received by the individual tax resident in Latvia is subject to tax at the rate of 20%. The interest income from the Notes for resident individuals will be subject to 20 % personal income tax that will be withheld by the Issuer before the Interest payment is made by the Issuer to the Noteholder. The tax withheld by the Issuer is a final tax liability on the interest income received.

The income from the sale of the Notes is treated as an income similar to the interest income for the Latvian personal income tax purposes and will be subject to 20% personal income tax and the tax is payable by the individual him/herself.

#### *Non-resident individuals*

An individual would be considered as a non-resident of Latvia for taxation purposes in all cases unless he/she is a tax resident of Latvia. Interest income from the Notes received by the non-resident individual will be subject to personal income tax in Latvia according to the rate set forth by law, which is currently 20%. According to the general practice the tax withheld in Latvia might be deducted from the tax payable by the investor in his/her residence country (as tax paid abroad). However, we recommend consulting

with the respective country's tax administration or tax adviser to clarify the procedure and documents required to perform such a deduction (if any).

The tax rate might be reduced based on the Double Tax Treaty between Latvia and the respective country. The list of the Double Tax Treaties concluded by Latvia is available here: [https://www.vid.gov.lv/sites/default/files/tax\\_treaties\\_28032018.pdf](https://www.vid.gov.lv/sites/default/files/tax_treaties_28032018.pdf)

The income from the sale of the Notes will be subject to 20% tax and the tax would be payable by the individual him/herself, if the buyer of the Notes is an individual or legal entity non-resident of Latvia. If the buyer is a legal entity - resident of Latvia, the tax at the rate of 3% will be withheld by the buyer.

### **Taxation of the Noteholders - legal entities**

#### *Resident legal entities*

A legal entity would be considered as a resident of Latvia for tax purposes, if it is established pursuant to Latvian law. Interest payments on the Notes and proceeds from the disposal of the Notes received by Latvian resident legal entities will not be subject to withholding tax in Latvia. Under the Latvian tax law retained earnings are exempt from corporate income tax and only profit distributions are taxed. Distributed gross profits are subject to the 20% profit tax. Corporate income tax on net amount of profit distribution is determined by dividing net amount with a coefficient of 0.8 (i.e., effective tax rate on net distributed profit is 25%).

#### *Non-resident legal entities*

A legal entity would be considered as a non-resident of Latvia for taxation purposes in all cases unless it is a tax resident of Latvia. The interest income and capital gains from the sale of the Notes for non-resident legal entities will not be taxable in Latvia (i.e. gross income will be paid), except if the income recipient is located, registered or incorporated in a no-tax or low-tax country (so called "*tax havens*", if this is the case - 20% tax will be withheld by the Issuer in Latvia). The list of "*tax havens*" according to the Latvian law includes US Guam, US Samoa, US Virgin Islands, Republic of Fiji, Republic of Palau, Republic of Panama, Independent State of Samoa, Republic of Trinidad and Tobago, Republic of Vanuatu. The list of mentioned countries and territories may be amended from time to time.

## 12. APPLICABLE FINAL TERMS

*The form of Final Terms that will be issued in respect of each Series, subject only to the deletion of non-applicable provisions, is set out below. The completed Final Terms for each Series, which are described in this Base Prospectus as the "Final Terms" will be published on the website: [www.mintos.com](http://www.mintos.com).*

Final Terms dated [...] [...] [...]

### **SIA Mintos Finance No.23 (the "Issuer")**

(incorporated as a limited liability company and registered in the Republic of Latvia with registration number Reg. No: 40203394107)  
LEI: 984500D0010E54CED395

### **Series [...] EUR [...] Notes**

relating to the Loans with the reference numbers:

[...]

issued by ESTO AS (Estonia) (the Lending Company)

Terms used herein will be deemed to be as defined in the Base Prospectus dated May 30, 2022 for the purposes of Prospectus Regulation, in respect of Notes issued by the Issuer. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8.4 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of Notes is only available on the basis of a combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplements, if any] is available for viewing on the website [\[www.mintos.com/\\*\\*\\*\\*\]](http://www.mintos.com/****). The summary of the individual issue of the Notes is annexed to these Final Terms as Appendix 1.

### **Part 1 - Contractual terms**

#### **1.1. Information concerning the Notes to be offered to the public:**

Number	Disclosure requirement	Details
1.1.1.	Series:	[...]
1.1.2.	ISIN Code:	LV[...]
1.1.3.	Specified Currency:	[...]
1.1.4.	Aggregate Nominal Amount:	[...]
1.1.5.	Specified Denominations:	The Series Aggregate Nominal Amount is divided into [...] Notes.  Nominal amount of the Note is [...].
1.1.6.	Issue Price:	100% of the Notes nominal amount
1.1.7.	Offer Price of one Note:	[...] or Principal Amount Outstanding of one Note

1.1.8.	Issue Date:	[...]
1.1.9.	Maturity Date:	[...]
1.1.10.	Interest Rate:	[...] % per annum
1.1.11.	Interest Accrual Periods:	From the Notes purchase date up to, but not including the Loan Interest Payment Date for the first Interest payment. From the previous Loan Interest Payment Date up to, but not including the next Loan Interest Payment Date or Loan Repayment Date for the last Interest payment
1.1.12.	Interest Payment Date (s):	Up to 10 Business Days after the corresponding Loan Interest Payment Date (1.2.20.) and subject to the actual receipt by the Issuer of the relevant payment in relation to the Loan from the Lending Company
1.1.13.	Redemption Date (s):	Up to 10 Business Days after the corresponding Loan Repayment Date (1.2.20.) and subject to the actual receipt by the Issuer of the relevant payment in relation to the Loan from the Lending Company
1.1.14.	Indication of Yield:	[...] % per annum
1.1.15.	Buyback Obligation:	[...]
1.1.16.	Pending Payments Penalty Fee:	[...] %

## 1.2. Information relating to the Series Specific Loans

### Information relevant to the pool of Series Specific Loans

Number	Disclosure requirement	Details
1.2.1.	Loan type:	[...]
1.2.2.	Loan disbursement currency:	[...]
1.2.3.	Total outstanding principal amount of Series Specific Loans transferred to the Issuer	[...]
1.2.4.	Series Specific Loans Rate (%)	[...]
1.2.5.	Late Payment Interest (%):	[...]
1.2.6.	Grace Period	[...] days
1.2.7.	Amortization method:	[...]
1.2.8.	Extension possibility:	[...]
1.2.9.	Limit on the number of Extensions:	[...]
1.2.10.	Total maximum time limit of Extensions:	[...] calendar days as of the Loan Final Repayment Date
1.2.11.	Skin in the game retained by the Lending Company (%):	Lending Company retains the skin in the game in the amount of [...] % from the Loan outstanding principal amount.

### Information on the Series Specific Loans

1.2.12.Loan ID	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.13. Outstanding principal amount	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.14. Final Repayment Date*	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.15. Initial Loan-to-Value (LTV) (%)	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.16. Current Loan-to-Value (LTV) (%)	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.17. Borrower' s details	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]

1.2.18. Collateral provided by the Borrower to the Lending Company	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.19. Collateral description	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]

\*Unless the early Loan repayment and/or the Loan term extension takes place. For more information, please see Section 10 “Terms and Conditions of the Notes” in the Base Prospectus

1.2.20. Loan Interest Payment Dates or payment dates of the Variable Part of the Loan Amount (both defined as “Interest” in the below table) and Loan Repayment Dates and amounts

Loan ID	[...]	[...][...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
Loan Repayment Date and Loan Interest Payment Date	Principal / Interest	Principal / Interest	Principal / interest	Principal / Interest	Principal / Interest	Principal / Interest	Principal / Interest	Principal / Interest	Principal /Interest	Principal /Interest

[...]	[...]/[...]	[...]/[...]	[...]/[...]	[...]/[...]	[...]/[...]	[...]/[...]	[...]/[...]	[...]/[...]	[...]/[...]	[...]/[...]
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## Part 2 - Responsibility and authorisation

The Management Board of the Issuer:

Title Name, surname
Chairman of the Management Board Martins Sulte
Member of the Management Board Martins Valters

accepts responsibility for the information contained in these Final Terms which, when read together with the Base Prospectus referred to above, contains all information that is material to the issue of the Notes.

The information provided in the elements 1.2. above has been sourced from the ESTO AS (the "Lending Company"). Hereby the Issuer confirms that this information has been accurately reproduced according to the process of information exchange via API, provided in the Transaction Documents and that as far as the Issuer is aware and is able to ascertain from information provided by the Lending Company, no facts have been omitted which would render the reproduced information inaccurate or misleading. For the aforesaid limitation of the Issuer's and Mintos liability provided in the Subsection 10.25. "Limitation of a Liability" in the Base Prospectus applies.

This Notes Series issue is authorised by [...] of the Issuer, Minutes No. [...] as of [...] [...] 202[...].