



# **Base Prospectus**

**mintos**

Dated 11.01.2024

## **SIA Mintos Finance No.1**

*(incorporated as a limited liability company and registered in the Republic of Latvia with registration number 40203387618 and LEI: 984500B4065C92C4FC69)*

### **EUR 40 000 000 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 terms and conditions applicable to the Notes and not contained in this Base Prospectus 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 40 000 000 (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 NCA, as competent authority under the Prospectus Regulation. The NCA has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. This 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.

The public offer of the Notes is made only in Latvia, France, Germany, Italy, Poland, Netherlands, Czech Republic, Belgium, Austria and Spain under this Base Prospectus.

During the validity period of this Base Prospectus the Issuer plans to request that the NCA provides competent authorities under the Prospectus Regulation in Bulgaria, Croatia, Republic of Cyprus, Denmark, Estonia, Finland, Greece, Hungary, Iceland, Ireland, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Portugal, Romania, Slovakia, Slovenia and Sweden with a certificate of approval attesting that this Base Prospectus has been drawn up following the Prospectus Regulation. When such a certificate shall be obtained it will be permitted to make the public offer under this Base Prospectus in other Member States, and 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 NCA. 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, the Issuer will 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 Rental 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>Buyback Obligation</b>	has the meaning set out in the section entitled '4. TRANSACTION OVERVIEW – <i>THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES – The Buyback Obligation</i> ' of this Base Prospectus.
<b>Cooperation Agreement</b>	the cooperation agreement between the Issuer, the Rental Company, the SPV and Mintos in relation to the Notes, and in relation to the notes issued under other programmes.
<b>Cooperation Agreement on Issuance of Loans (also referred to as the "Credit Line Agreement")</b>	the credit line agreement No. LVMM/06-07-2022-174 between the Rental Company and the SPV as jointly and severally liable borrowers and SPV as a lender whereby the said parties agree on how SPV Loan Agreements are concluded and on the terms and conditions of disbursement and repayment of the Loans issued thereunder.
<b>Eleving Group</b>	the Guarantor and any of its subsidiaries.
<b>Final Terms</b>	any duly completed final terms in the form set out in section 14 of this Base Prospectus.
<b>Guarantee Agreement</b>	the guarantee agreement whereby the Guarantor guarantees to the Issuer and/or Lender the performance of Rental Company's obligations arising from the Transaction Documents.
<b>Guarantor</b>	Eleving Group (formerly Mogo Finance S.A.), a public limited liability company ( <i>société anonyme</i> ) incorporated on 21 January 2013 and existing under the laws of the Grand Duchy of Luxembourg, registered with Luxembourg trade and companies register (Registre de Commerce et des Sociétés de Luxembourg) under number B174457 and having its registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg.
<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. 1, incorporated as a private limited liability company and registered in the Republic of Latvia with registration number 40203387618 on 18 March 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 Rental Company, the Backup Servicer (if any) and the Investors.
<b>Loan</b>	the principal amount outstanding under the SPV Loan Agreement.
<b>Loan Receivables</b>	the receivables under the SPV Loan Agreement relating to the Loan that are assigned and to the extent that they 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 NCA, 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>NCA</b>	the Bank of Latvia ( <i>in Latvian: Latvijas Banka</i> ), national competent authority and the competent authority supervising investment services in the Republic of Latvia ( <a href="https://www.bank.lv">https://www.bank.lv</a> ), and as competent authority under the Prospectus Regulation.
<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 entered into by and between the Rental Company as pledgor and the SPV as pledgee to secure obligations of the Rental Company arising out of the Cooperation Agreement on Issuance of Loans.
<b>Purchase</b>	part of the Cooperation Agreement relating to the purchase by the Issuer and

<b>Agreement</b>	sale by the SPV 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 40 000 000 Note Programme.
<b>Rental Agreement</b>	each car vehicle long-term rent agreement between the Rental Company as the lessor of the vehicle and a Renter as lessee as specified in applicable SPV Loan Agreement and Final Terms.
<b>Rental Company</b>	AS "Renti", a joint stock company, registered on 10.10.2018, existing under the laws of the Republic of Latvia, registration number 40203174147, having its registered address at Skanstes iela 52, Riga, LV-1013, Latvia.
<b>Renter</b>	the lessee according to the Rental Agreement.
<b>Repurchase</b>	has the meanings set out in the section entitled '4. TRANSACTION OVERVIEW – THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES – Exercising of Repurchase' 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>SPV Loan Agreement</b>	each loan agreement concluded in line with the Cooperation Agreement on Issuance of Loans between the Rental Company and the SPV as a borrower and the SPV as a lender as specified in the applicable Final Terms. In the Cooperation Agreement on Issuance of Loans the SPV Loan Agreement is defined as the "Disbursement Agreement".
<b>SPV or Lender</b>	Mintos Finance Estonia OÜ, a private limited liability company existing under the laws of the Republic of Estonia, registration number 12807141, having its registered address at Harju maakond, Tallinn, Haabersti linnaosa, Meistri tn 14, 13517, Estonia.
<b>Transaction Documents</b>	the Cooperation Agreement, the Cooperation Agreement on Issuance of Loans, SPV Loan Agreements, the Transfer Documents, The Guarantee Agreement and the Pledge Agreement.

**Transfer  
Document**

the document generated by Mintos evidencing the transfer of Loan Receivables from the SPV to the Issuer in accordance with the Purchase Agreement.



## 1. GENERAL DESCRIPTION

### ○ What is Mintos?

Mintos established an online platform for investing in loans in 2015. Through the Platform, owned and operated by Mintos, Mintos provides investors with a convenient way to invest in loans and bonds by purchasing asset-backed securities, as well as exchange traded funds (ETFs). In May 2022 on the Platform investments in loans were started being offered via financial instruments called notes.

At the end of December 2023, Mintos has over 536,000 registered users, and Mintos is working with 61 lending companies from 22 countries, offering investment opportunities in 2 currencies. Mintos has more than €610 million in assets under administration.

Mintos is authorised as an investment firm by the NCA. 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 SPV to the Rental Company, which such Loans are linked to Rental Agreements concluded by the Rental Company with the Renters.

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

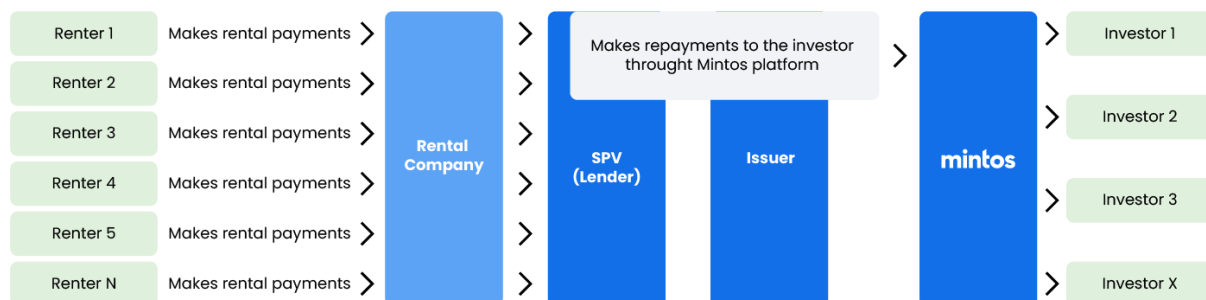
- purchasing Loan Receivables from the SPV;
- pooling those Loan Receivables for a particular Series of Notes; and
- issuing those Notes to Investors via Mintos.

The Issuer may issue financial instruments (notes) in cooperation with lending and rental companies which are affiliates of the Rental Company.

See the sections entitled '5. THE ISSUER', '8. THE RENTAL COMPANY' and '11. THE GUARANTOR' of this Base Prospectus for more information.

### ○ The flow of funds for rental payments and flow of repayments for Loan Receivables

The Rental Company makes repayments to the SPV and, upon receipt of repayments from the Rental Company, the SPV 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.



When the Renter makes the rental payments to the Rental Company, the Rental Company will use those funds to make payments to the SPV. However, if the Renter makes the payments to the Rental Company later than scheduled, makes them in lesser amounts than it has to or does not make them at all, the Rental Company anyhow has to make payments that are due to the SPV (Lender) as scheduled.

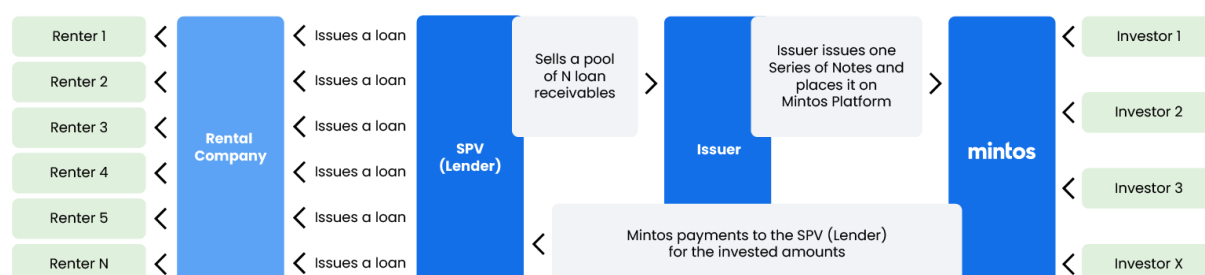
Because the Loan is a loan that is issued to the Rental Company and not to the Renter, the Rental Company is obliged to repay the Loan and pay interest and other ancillary payments with respect to it by the maturity date set forth in the Final Terms for the respective Loan or as extended according to this Base Prospectus and Final Terms, if extended, irrespective of the Renter having or not having made payment under the Rental Agreement.

The Rental Company provides a Buyback Obligation for Loan Receivables, which means that if any payment by the Renter is delayed by more than 60 days, the Rental Company is obliged to repurchase the Loan Receivables together with any interest from the Issuer or to repay the Loan together with any interest to the SPV in full and then the SPV would transfer the received payments to the Issuer.

The Investor is exposed to the credit risk of the Rental Company. See section entitled '2. RISK FACTORS – RISKS SPECIFIC TO LOAN SERVICING – Insolvency of the Rental Company'.

○ *The flow of funds for investment*

The Rental Company concludes Rental Agreements with the Renters. The renters are using the vehicle that is bought and owned by the Rental Company. After concluding these agreements, the Rental Company requests disbursement of a loan from the SPV in an amount that is no more than 95% of the value of the vehicle determined by the Rental Company and set in the Rental Agreement. Once the SPV Loan Agreement with the Rental Company is concluded, the SPV 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 SPV. After receipt of the purchase price the SPV makes the disbursement of the Loan to the Rental Company.



## **2. RISK FACTORS**

The Issuer believes that the factors listed in this section of the Base Prospectus 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, the SPV's, the Rental Company's business, financial condition, results of operations and prospects. The Issuer, SPV and the Rental 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 to 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 to pay interest, principal or other amounts on or in connection with any Notes or the inability of the SPV to pay any amounts to the Issuer and/or the inability of the Rental Company to pay any amounts to the SPV 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, SPV's or the Rental 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 VEHICLES, UNDERLYING LOANS AND RENTAL AGREEMENTS***

#### **1. The vehicle might not generate enough cash flows for the Rental Company to repay the SPV Loan and the vehicle's sale proceeds might not be enough to cover all payments under the SPV Loan**

In case of the Notes under this Prospectus, the underlying assets of the Notes are the Loan Receivables against the Rental Company which are linked to vehicles and their Rental Agreements. The amount of the Loan when advanced to the Rental Company is determined based on the evaluation price of the vehicle. The Rental company has an internal department that is responsible for the evaluation of vehicles.

The vehicle with respect to which the SPV Loan is advanced might not generate enough revenues for the Rental Company to repay the SPV Loan due to the Renter failing to pay all expected rental payments for the entire duration of the assumed rental period.

Also, there is a risk that the value of the vehicle drops or for other reasons the proceeds from the disposal of the vehicle might not be enough to pay off the SPV Loan that was advanced with respect to it.

#### **2. The Renters may not make payments according to the agreed schedule or may default**

### on their obligations altogether

Since the Notes are linked to the pool of underlying Loan Receivables, and the Loan Receivables are each linked to one Rental Agreement there might be a case when the Renters of the linked Rental Agreements do not make a payment on time. However, if the Renter makes the payments to the Rental Company later than scheduled or does not make them at all, the Rental Company anyhow has to make payments that are due to the SPV (Lender) as scheduled.

The failure of the Renter to pay may trigger the Buyback Obligation of the Loan Receivables to which the Renter's payments are linked because the Loan Receivables come with the feature of Buyback Obligation. The Buyback Obligation means that the Rental Company is obligated to repurchase the Loan Receivables if the Renter has failed to pay more than 60 days after the scheduled payment date.

While the probability of any Renter missing payments or defaulting depends on many factors, such as payment amount, the income of the Renter, and repayment term, it is important to point out that these probabilities are never zero.

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

- **The Renter overestimates its ability to pay** - each Renter should evaluate its current and future financial position itself and assess its ability to pay. For various reasons, the Renter could overestimate its future cash flows and undertake to make rental payments more than it will be able to pay.
- **Limitations of initial risk scoring** - the Rental 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 Rental 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 Renter could miss a payment, 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 Rental Company makes assumptions about the client's ability to repay during normal economic conditions. A sudden change in macroeconomic factors could significantly impact the Renter's ability to make payments.
- **Other liabilities** - the underlying Rental Agreements that are linked to the Note usually do not restrict the Renter from incurring unsecured or secured debt or undertaking other liabilities. Additional debt or other liabilities may adversely affect the Renter's creditworthiness and could result in financial distress, insolvency or bankruptcy of the Renter.
- **Rent payable in a different currency than the Renter's income** - in some cases, the rent payable by the Renter is in a different currency than the currency in which the Renter earns income. Significant changes in the exchange rates or a local currency devaluation could impact the Renter's ability to make repayments.

### 3. The Rental Company for reasons other than Renter's failure to pay does not make

## **payments as they become due or may default on its obligations altogether**

The Loan Receivables come with the feature of a Buyback Obligation which means that the Rental Company is obligated to repurchase the Loan Receivables if the Renter 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 Renter failing to make payments, the Buyback Obligation is only as strong as the companies providing this obligation. If the Rental Company fails to honour its obligation, the Noteholder is still exposed to the risk of the underlying Renter not making payments.

Also, the Rental Company has to meet the Repurchase obligation as may be required by the Transactional Documents and in such event the Rental Company is obliged to (i) repurchase the Loan Receivable from the Issuer or (ii) to repay to the SPV the respective Loan in full together with any Interest and Late Payment Interest accrued thereon.

While the probability of the Rental Company missing repayments or defaulting depends on many factors, such as payment amount, the revenues of the Rental Company, and the 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 Rental Company not making repayments in full, or defaulting could be caused by a variety of factors, including, but not limited to:

- **Loss-making operations** - The Rental 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 and high costs of reclaiming possession over vehicles, rental periods shortening or drop in rental income for other reasons, drop in value of the vehicles, due to damage or other reasons, and/or their disposal proceeds not being sufficient to pay off all creditors, unexpected costs, reduction in the portfolio sizes, changes in local regulation with regards to new Rental Agreements 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 Rental Agreements' ratio.
- **Freezing, seizing or closing of the Rental Company's operational bank account** - The account that the Rental 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 Rental Company's ability to collect Renters' payments and transfer funds to Mintos, the SPV and/or the Issuer for an indefinite time, or even lead to insolvency or bankruptcy of the Rental Company.
- **Other or sole funding sources** - Besides Mintos, the Rental 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 Rental Company to attract funding from other sources to refinance the existing liabilities, thus leading to a liquidity crisis that could lead to the Rental Company having difficulties continuing operations. Furthermore, if the Rental Company uses the Platform as a major funding source and a significant number of investors

decide to suddenly avoid investing in Notes issued under this Prospectus, the consequences can be the same.

**4. The Rental Company may not be able to receive all rental payments from the Renter that are due**

Even though the recovery amounts from the Renter, in case of it not making payments, would only be expected with respect to rent for several few months at most of the rent period, there is still a risk that the Renter does not make those rent payments that are due.

While any recoveries from a Renter are limited to the value of Renter's assets (if any), some jurisdictions may, set a lower limit that creditors may claim from the Renter 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 recovered from the Renter.

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

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

In addition, the Rental Agreement may, for a variety of reasons, be challenged and thus the ability of the Rental Company to exercise its rights under the Rental Agreement may be delayed or otherwise hindered for an undefined term. The reasons for challenging the Rental 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 renter 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.

**5. The Renter may terminate the Rental Agreement early**

A Renter may terminate the Rental Agreement and buy out the vehicle or terminate the agreement early. The Rental Agreement might be also terminated or cancelled in advance by the Rental Company due to the reasons mentioned in General Terms and Conditions of the Rental Agreement and according to which vehicle shall be repossessed, triggering the early payment of the amounts due by the Renter and penalties that are applied according to the penalty schedule in the special terms of the Rental Agreement. While the Noteholder may invest the repaid money elsewhere, the return on the investments could be lower than the initially planned return.

**6. Exercising ownership or control over vehicle might be difficult or impossible**

The cars are with the Renters during the period of the rent under the Rental Agreement. When the Rental Agreement expires, the vehicle must be returned to the Rental Company, unless the Renter uses the car purchase option and wishes to retain the vehicle by paying a pre-agreed

purchase price to the Rental Company. If the vehicle is not returned by the Renter willingly and the Rental Company has to exercise control and ownership without cooperation of the Renter, there is a risk that there are legal difficulties to exercise ownership or control over the vehicles and/or there are operational difficulties to locate the vehicle and reclaim it. That may lead to the Rental Company incurring high costs to reclaim the vehicles, and/or not being able to generate any proceeds from the disposal of the vehicle.

## **7. Insolvency of the Rental Company**

Insolvency, bankruptcy or other similar adverse events may significantly influence or even dismiss the ability of the Rental Company to repay the Loans, to meet its obligations under Transaction Documents, and among other things to execute the undertaken Buyback Obligation and Repurchase obligations. This means that if the Rental Company experiences significant problems, the Rental Company may not be able to make payments which would result in the Issuer would not being able to make payments to the Noteholders.

In case of insolvency, an administrator is usually 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 Rental Company takes action to claw back to the Rental Company estate amounts paid to the Issuer, Mintos or the SPV. The Issuer, the SPV and/or Mintos would then have to take legal actions to protect their interests in the payments received that are clawed back 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.

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

## ***RISKS SPECIFIC TO SERVICING OF THE RENTAL AGREEMENTS***

### **1. The Rental Company is not able to continue servicing of the Rental Agreements**

Various factors can negatively impact the Rental Company's ability to provide servicing of the Rental Agreement, 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 Rental 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 Rental Agreements and management errors.
- **Macro-environmental factors** - Various macro-environmental factors, such as recession, military conflict, natural disasters or pandemic, could significantly increase the non-payment risk.
- **Freezing, seizing or closing of the Rental Company's operational bank account** - The account that the Rental 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 Rental Company's ability to collect Renter's payments and transfer funds under the SPV Loan Agreements for an indefinite time, or even lead to insolvency or bankruptcy of the Rental Company.



- **Other or sole funding sources** - Besides Mintos, the Rental 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 Rental Company to attract funding from other sources to refinance the existing liabilities, thus leading to a liquidity crisis that could lead to the Rental Company having difficulties continuing operations. Furthermore, if the Rental Company uses the Platform as a major funding source and a significant number of investors decide to suddenly avoid investing in Notes that are backed Loans linked to the Rental Agreements, the consequences can be the same.

## **2. No Backup Servicer may be available for servicing the Rental Agreements if the Rental Company is not able to continue servicing**

One of the key roles of the Rental Company with respect to the Notes is to provide servicing of the Rental Agreements according to standards agreed with Mintos, the SPV and the Issuer. There might be no backup servicer that could be appointed to take over the servicing from the Rental Company if needed. If there is an event of default or other circumstance that disrupts the due servicing of the Rental Agreements and administration of the Renters' debts by the Rental Company and if at the time no backup solution for Rental Agreements' 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 Rental Company may intentionally or unintentionally breach its contractual obligations**

There is a risk that the Rental Company performs actions that are in violation of the Transaction Documents, including the risk of fraud against the SPV, 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:

- **False or incomplete information about the Rental Company** - All information in this Base Prospectus about and/or related to the Rental Company has been provided and certified by the Rental Company as actual, true, and complete. Material errors or omissions 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 Renter data** - The Rental Company provides Mintos with information about the Rental Agreement status, the Renters, repayment schedules, repayments, extensions of the underlying Rental Agreements or changes to the Rental Agreements. While Mintos regularly asks the Rental Company to provide scanned copies of the documents as evidence for randomly selected Rental Agreements, Mintos does not check or verify all Rental Agreements linked to the Loans backing the Notes. There is a risk that the Rental 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 Rental Company stops cooperation with Mintos** - The Rental 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 Rental Company could stop making payments to the Issuer, which means the Issuer would not be able to make payments to the Noteholder. The Rental Company might also stop providing Mintos with the necessary information or provide the information with significant delays.

#### **4. The Rental 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 Rental Company's ability to provide financial services to its customers and exchange information with Mintos. This could also result in the loss or distortion of significant information and databases that are crucial for sound cooperation between the Rental Company, the SPV, the Issuer and Mintos, including for Notes issue servicing and administration.

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

#### ***RISKS SPECIFIC TO THE SECURITY***

##### **1. The pledged assets might lose value, or their disposal proceeds might be less than the secured obligations**

Also, there is a risk that the pledged assets which were granted previously by the Rental Company and held as a security by the SPV might lose their value and could be sold for an amount that is less than the amount due under the Cooperation Agreement on Issuance of Loans 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 subsection 'The security may become invalid or unenforceable' below).

##### **2. The SPV may face obstacles with enforcement of the security or the SPV's designated security might be mixed up with that of other creditors or there is a dispute on which is SPV's designated security**

There is a risk that the SPV may not be able to take the secured movable property, e.g. vehicles, into its possession and thus fastly recover the debt due under the Cooperation Agreement on Issuance of Loans and guaranteed by the Rental Company under the Pledge Agreement.

There is designated security for each creditor, and in the case of the SPV the designated security ought to be all the vehicles with respect to which the funding from the SPV is obtained. There could be a dispute with other creditors on whether the designated security is that of the SPV or that of another creditor. There is also a risk that for other reasons it is not possible to take enforcement action with respect to the vehicle which SPV believes to be its designated security or there is a mix-up of the vehicles that are provided as designated security to the creditors and the wrong creditor receives proceeds from the disposal of the vehicle. If the proceeds of disposal of the assets that have been designated as a security in favour of the SPV are transferred to another creditor for whatever reason and the Rental Company or that other creditor does not willingly admit the wrongful transfer and does not compensate SPV respective amount, there might be high costs and it might take lengthy legal proceedings to enforce SPV's rights to claim compensation of the incurred loss.

##### **3. The Rental Company as the provider of the security over vehicles may default**

The risk of default, for example, insolvency, is a risk that is present for any counterparty. If the Rental Company defaults, as a general rule the security should not be affected and the SPV should be able to exercise its rights with respect to the security in order to cover the guaranteed obligations under the Pledge Agreement.

##### **4. The security may become invalid or unenforceable**

There is a risk that the security provided under the Pledge Agreement 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 the security is formed. In that case, the obligations of the Rental Company towards the SPV defined by the Transaction Documents become unsecured and the credit risk significantly increases, and that may trigger Mintos, the Issuer and SPV to terminate cooperation with the Rental Company and requesting repurchase by the Rental Company of all the Loan Receivables before their term.

## ***RISKS SPECIFIC TO GUARANTEES AND PLEDGES WHEN THOSE ARE PROVIDED TO THE SPV (LENDER)***

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

There might be a Guarantee agreement or pledge provided to secure the obligations of the Rental Company towards the SPV and/or the Issuer arising out of the Cooperation Agreement on Issuance of Loans and other Transaction Documents.

If there is a Guarantee Agreement, the Guarantor would be expected to pay the due amount if the Rental 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 SPV and/or the Issuer or Mintos on their behalf 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 SPV and/or 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 pledgee 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 is 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 under the Cooperation Agreement on Issuance of Loans 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 SPV and/or the Issuer cannot rely on receiving funds from the Guarantor even if the SPV and/or the Issuer or Mintos on their behalf 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 SPV might terminate cooperation with the Rental Company and request that the Rental Company repays the amount due under the Cooperation Agreement on Issuance of Loans.

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 Rental Company). However, the Issuer and SPV may decide to terminate cooperation with the Rental Company and request that the Rental Company repurchase all Loan Receivables before their term or to repay the Loans together with any interest.

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

There is a risk that guarantees or pledges securing the Rental Company's obligations towards the SPV and/or 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 Rental Company towards the SPV and/or the Issuer defined by the Transaction Documents become unsecured and the credit risk significantly increases, and that may trigger Mintos, the Issuer and SPV terminating cooperation with the Rental Company and requesting repurchase by the Rental Company of all the Loan Receivables or to repay the Loans together with any interest before their term. If there is no guarantee to enforce and no pledge to enforce against then the SPV and the Issuer are left with the Rental Company as the only debtor from which to expect the payment of monies due from the Rental 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 NCA. 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 license from the NCA. 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 Rental 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, SPV, the Rental 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 Rental 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 Rental 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 SPV (LENDER)**

### **1. The SPV could default on its obligations or become insolvent**

The SPV 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 SPV 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 SPV 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 SPV might be found insolvent. In such situations, if the SPV has received and holds money from the Rental Company that is payable to the Issuer, the Noteholder could experience delays in receiving its invested funds and the Issuer's priority as a creditor of the SPV might be changed by the rule of law, leading to receiving fewer amounts than due under the Notes, if any amounts at all are received and held by the SPV that are received from the Rental Company.

The Terms and Conditions of the Notes (in section 12 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.

### **2. The SPV is not able to continue Loan servicing**

Various factors can negatively impact the SPV's ability to provide Loan servicing, which in turn could lead to delayed repayments for the Loan Receivables to the SPV and as a result, and, in turn to the Noteholder or even partial or full loss of the invested amount. Some of the factors are:

- **Macro-environmental factors** - Various macro-environmental factors, such as recession, military conflict, natural disasters or pandemic, could significantly increase the amounts that can't be recovered from the Rental Company.
- **Freezing, seizing or closing of the SPV's operational bank account** - The account that the SPV 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 SPV's ability to collect repayments from the Rental Company and transfer funds to the Issuer for an indefinite time, or even lead to insolvency or bankruptcy of the SPV.
- **Currency control restrictions or lack of corresponding banks chain** - The local government could introduce certain currency control restrictions, leading to a situation where SPV 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 SPV's operational accounts could be dramatically amended or terminated, eliminating the SPV'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 SPV operates or where from the Rental Company is

could introduce a debtors' 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.

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

Considering the pass-through nature of the SPV, the SPV 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 SECURITY WHEN IT IS PROVIDED TO THE SPV*'.

## ***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 12 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.

### **2. 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 Rental 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.

### **3. Information asymmetry**

With a reference to risks described above in 'The Rental Company may intentionally or unintentionally breach its contractual obligations - False or incomplete information about the Rental Company' and '-False Renter 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 Rental Company. There is a risk that the Rental 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 Rental Company.

#### **4. 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 SECURITY WHEN IT IS PROVIDED TO THE ISSUER*' and '*RISKS SPECIFIC TO MINTOS*'.

### ***RISKS SPECIFIC TO NOTES***

#### **1. The Noteholder has no rights of recourse against the Renters, the Rental Company, the Guarantor, the SPV or 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 Rental Company or the Renters and no ability to independently and in its discretion to pursue the Rental Company or any Renter to collect payments under the relevant Rental Agreement or the Rental Company to collect payments under the relevant SPV Loan Agreement. For the same reason the Noteholder will have no direct recourse against the SPV or the Rental Company, or the Guarantor and/or the pledgor (if any), and no ability to pursue the SPV or the Rental Company, or the Guarantor and/or the pledgor (if any) 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 SPV, including the payments received from the Rental Company by the SPV, 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 Base Prospectus**

The Issuer has or could in future enter into transactional documentation to issue loans backed and contingent notes with other lending and rental companies, being part of the Eleving 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 Rental 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 Mintos risk score allocated are limited in scope, do not address all material risks, and do not provide any assurance or indemnification**

Before the Rental Company joins Mintos and during the cooperation, Mintos carries out due diligence and assigns 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 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 Mintos risk score or due diligence and monitoring performed. Basing investment decisions solely on 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 at the date of this Prospectus. 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 Rental 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 Rental Company can acquire lower cost financing from other sources and wishes to refinance the Loan.

The Rental 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 Rental 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 Rental 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 Rental 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 licenses 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 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 Rental Company and country-specific risks than a well-diversified portfolio**

Investment in a single Note, Notes issued in relation to the Rental 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 Rental Company, country and currency risk.

Mintos encourages its investors 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 '8. THE RENTAL COMPANY', '10. THE RENTAL AGREEMENTS', '7. THE SPV (LENDER)', '9. THE LOANS'). To the best of its knowledge, the information (other than the information in the sections entitled '8. THE RENTAL COMPANY' and '10. THE RENTAL AGREEMENTS', '7. THE SPV (LENDER)', '9. THE LOANS') 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 is 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 Management Board of the Rental Company accepts responsibility for the information contained in the sections entitled '8. THE RENTAL COMPANY' and '10. THE RENTAL AGREEMENTS' of this Base Prospectus. To the best of its knowledge, the information contained in sections entitled '8. THE RENTAL COMPANY' and '10. THE RENTAL AGREEMENTS' of this Base Prospectus is in accordance with the facts and makes no omission likely to affect its import.

The Management Board of the SPV (Lender) accepts responsibility for the information contained in the sections entitled '7. THE SPV (LENDER)' and '9. THE LOANS' of this Base Prospectus. To the best of its knowledge, the information contained in sections entitled '7. THE SPV (LENDER)' and '9. THE LOANS' 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 '12. 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 '14. 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 40 000 000 (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 Rental 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 Rental Company using its information and other publicly available market information. Each of the Issuer and the Rental 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 Rental 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 Rental Company's knowledge of the market within which it operates, neither the Issuer nor the Rental 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 Rental 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.

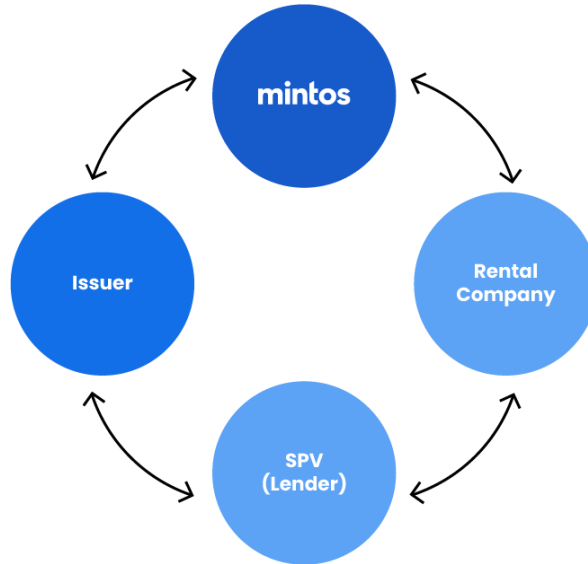


#### 4. TRANSACTION OVERVIEW

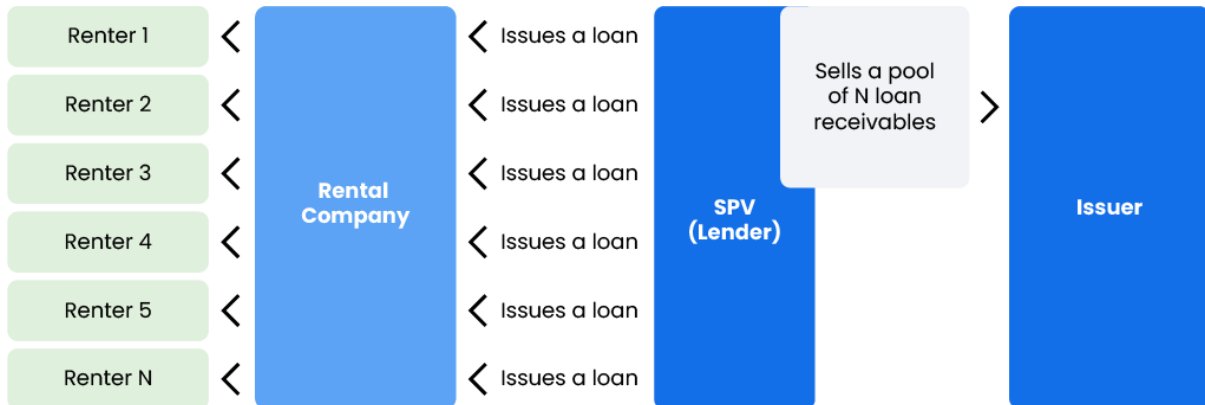
##### ○ THE DESCRIPTION OF THE TRANSACTIONS IN RELATION TO THE NOTES

##### ▪ The Issuer, Mintos, SPV (Lender) and the Rental Company

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



##### ▪ Issuance of loans and transfer of the Loan Receivables by the SPV to the Issuer



The Rental Company concludes a Rental Agreement with the Renter, and in the Base Prospectus, they are called the Rental Agreements. Once the Rental Agreement is concluded, the Rental Company can request, by using the API connection setup with Mintos, a Loan from the SPV (Lender) within the maximum limit permitted by the Cooperation Agreement on Issuance of Loans.

Each loan requested from the SPV has to be for an amount not exceeding 95% of the value of the vehicle determined by the Rental Company and set in the Rental Agreement. The Rental Agreement concluded with respect to the vehicle and the vehicle as such is a source of repayment of the respective Loan. However, if the Renter delays any payments and/or does not make payments in accordance with the respective Rental Agreement, the Rental Company shall repay the Loan from any other available sources. If the request for Loan meets the requirements under the Cooperation Agreement on Issuance of Loans, the request is approved and an SPV Loan Agreement is generated for that Loan. Mintos verifies the information provided through the API. The Rental Agreements are required to meet certain

eligibility criteria for the Loans that will be advanced against them 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. Each SPV Loan Agreement has one vehicle and the Rental Agreement linked to it as the source of repayment.

After the SPV Loan Agreement is concluded, the Loan Receivables arising out of the SPV Loan Agreement are in full sold to the Issuer.

The sale of the Loan Receivables to the Issuer is evidenced by Mintos generating the Transfer Document. The agreement on the terms and conditions of the sale of the Loan Receivables by the SPV to the Issuer is set out in the Cooperation Agreement, the Transfer Document evidences the fact that the sale has happened.

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

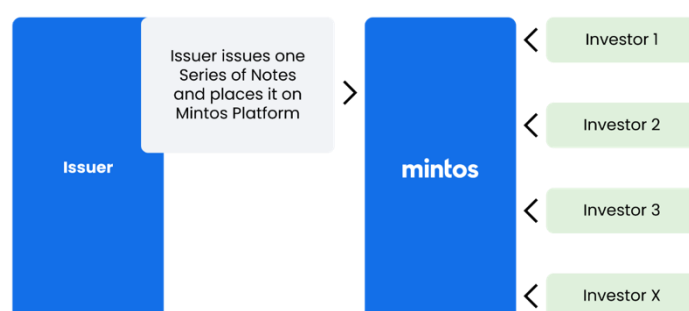
That means the Loan Receivables transferred to the Issuer and backing the Series have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes.

In relation to the Loan, the SPV does not retain any 'skin in the game'. The Rental Company, however, does economically retain a skin in the game in the future cash flows of the Rental Agreement due to the fact that the Loan that it can receive against the Rental Agreement is no greater than 95% of the evaluation price for the vehicle.

The Rental Company is notified of the transfer of the Loan Receivables, however the parties under the Cooperation Agreement have agreed that the Rental Company will continue to make payments to the SPV (Lender), unless the Issuer has not notified the Rental Company to do otherwise. The SPV continues to service the Loan Receivables.

The Rental Company meanwhile retains full title over the receivables arising from the Rental Agreements that are linked to the Loans as one of their sources of repayment.

#### ▪ 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.

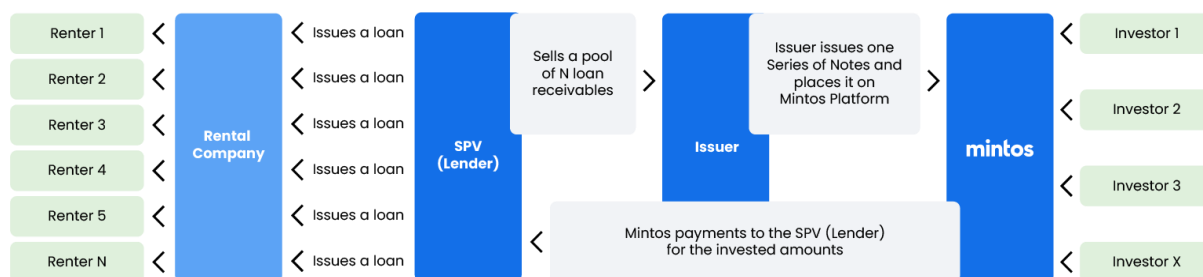
To purchase Notes from the Issuer, the Investor registered on the Platform submits an investment order using the “Primary market” section of the Platform, indicating the amount of money that the Investor wishes to invest in the particular Notes. The Investor can also use automated portfolio management 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 the Notes are 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 accrued 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 by the Rental Company. Notes may have different payments which reflect the different Rental Agreements concluded by the Rental 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 outstanding principal value of the Notes and interest are paid at the maturity of the Notes.

#### ▪ **The Buyback Obligation**

The **Buyback Obligation** is the obligation for the Rental Company to (i) repurchase the relevant Loan Receivables from the Issuer, provided that the Buyback Obligation is stated as being applicable in the Final Terms; or (ii) to make repayment to the SPV with respect to the affected Loan in full, if any payment under any of the relevant Rental Agreement is delayed by more than 60 days. Whichever way the Buyback Obligation is performed, if the Rental Company fulfils the obligation, it achieves the same result – the Issuer receives either directly from the Rental Company or from the SPV full settlement for the respective Loan Receivables.

If the Buyback Obligation is triggered, the relevant Series of Notes will be partially redeemed early once the Issuer has received the buyback price from the Rental Company or the payment from the SPV of received repayment from the Rental Company. The buyback price or repayment 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 Rental Company to (i) repurchase the Loan Receivable(s) from the Issuer or (ii) to make repayment to the SPV with respect to the affected Loans in full on the occurrence of certain events specified in the Cooperation Agreement.

**The Repurchase rights** may be exercised by the Rental Company at any time with respect to any Loan Receivable(s). The repurchase price or the repayment 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 Rental Company exercises its rights to Repurchase individual Loan Receivables that are linked to performing Rental Agreements (rental agreements which payments are not delayed by the Renters), the Rental Company shall be obliged to repurchase the same amount of the Loan Receivables that are linked to non-performing Rental Agreements with a delay of 1 to 59 days (if any) and to non-performing Rental Agreements with a delay of 60 and more days (if any). Namely, if the Rental Company repurchases 10% (ten per cent) of the Loan Receivables linked to performing Rental Agreements, the Rental Company shall be obliged to repurchase 10% (ten per cent) of the Loan Receivables linked to non-performing Rental Agreements with a delay of 1 to 59 days and 10% (ten per cent) of the Loan Receivables linked to non-performing Rental Agreements with a delay of 60 and more days. The Loan Receivables linked to non-performing Rental Agreements subject to the repurchase are randomly selected by the Rental Company at its own discretion. If Rental 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 Rental 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 Rental Company according to the Cooperation Agreement if the following occurs:

- (a) termination by the Rental Company of a Rental Agreement which is linked to the SPV Loan

- Agreement from which the Loan Receivable arises;
- (b) in case any of the following events occur:
- if the SPV 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 SPV the Rental Company'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 Rental Company provided in the Cooperation Agreement with respect to the Rental Agreement is or proves to have been untrue when made or deemed to be made;
  - if a breach of an obligation of the Rental Company to comply with certain restrictions on amendments to the Rental Agreements are not complied with or if the Rental Company breaches its duties as a servicer of the Rental Agreements; or
  - if it is or becomes unlawful for the Rental Company to perform its obligations under the Cooperation Agreement or the Cooperation Agreement on Issuance of Loans according to the applicable laws(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 Rental Company to repurchase all the Loan Receivables transferred to the Issuer or to make repayment to the SPV with respect to all the Loans. 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 (i) paying the repurchase price or (ii) by making repayment to the SPV with respect to the Loans in full 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 Rental Company regarding the repurchase and the final calculation of the amounts payable is sent to the Rental Company.

The repurchase price for the Loan Receivable which the Rental 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 Rental Company or the payment from the SPV of received repayment from the Rental 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 SPV or the Rental Company. In turn, the SPV, is dependent on payments on the relevant Loans from the Rental Company, but the Rental Company, in turn, is dependent on payments on the relevant Rental Agreements from the Renters.

○ **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 SPV, the Rental 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 among other schedules contains a schedule sample of the Borrower's Loan Agreement.

*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 SPV 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 SPV 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 SPV has undertaken certain obligations, including:

- (a) to collect and process payments from the Rental Company;
- (b) to transfer payments from the Rental Company 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 SPV's property and any pledge rights, prohibitions or other encumbrances in favour of the SPV, its creditors or administrators would not be attributed to the Loan Receivables.

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

The Rental Company has certain rights and obligations with respect to servicing of the Rental Agreements.

### *Extensions*

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

If provided in the Final Terms, the Rental Company may extend the repayment schedule of one or more of the Rental Agreements without the consent of the SPV, Issuer or the Noteholders provided that (a) there is no event of default under any of the Rental 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. If the Rental Agreement is extended, the SPV Loan Agreement that it is linked to is extended for the same period of time.

The Rental Company may also extend the repayment schedule of one or more of the Rental Agreements without the consent of the Issuer, the SPV 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 Rental Company has made certain representations and warranties including:

- (a) all necessary and required procedures, checks and assessments have been performed to ensure the validity and enforceability of each of the Rental Agreements;
- (b) information and documents provided regarding each of the Rental Agreements are true, correct and complete;
- (c) the Rental Company has the valid title over the receivables arising out of the Rental Agreements being provided as the source of repayment of the Loans.

The Rental Company has represented and warranted that they have all necessary licences, permits and authorisations to conduct their business activities.

The SPV has made certain representations and warranties relating to the Loans, including on the validity and enforceability of each of the SPV Loan Agreements.

Each of the Issuer, the Rental Company, the SPV 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 Rental Company has covenanted to comply with certain financial and other covenants.

### *Indemnities and penalties*

The Rental Company or the Guarantor have agreed to pay the contractual penalties to Mintos, to the SPV, or the Issuer, as required by the Cooperation Agreement, for breach of certain obligations indicated in the Cooperation Agreement.

Each of the Issuer, the SPV, the Rental 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 Rental Company and/or the Guarantor under the Transaction Documents;
- (b) the Rental Company's 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 Rental Company the Guarantor or Pledgor;
- (e) any Pledge Agreement (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 Rental Company or the Guarantor occurs;
- (g) a creditor's process as agreed in the Cooperation Agreement is taking place;
- (h) misrepresentation by the Rental Company and/or the Guarantor with respect to the information in this Base Prospectus that is sourced from the Rental Company and/or the Guarantor and for which they both are 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 Rental Company and/or the Guarantor ;
- (k) cessation of business by the Rental Company or the Guarantor.

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 Rental 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 authorized representative of the Issuer and the SPV in their 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 Rental Company and/or the Guarantor to comply with its obligations under the Cooperation Agreement, or there are other legitimate reasons why Mintos should not exercise the said rights.

#### *Term and termination*

The Cooperation Agreement continues until all liabilities of the Issuer, the Rental Company, the Guarantor 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, are governed by and will be construed in accordance with the laws of the Republic of Latvia.

### **The Credit Line Agreement (also defined as the Cooperation Agreement on Issuance of Loans) and SPV Loan Agreements**

#### *General*

The Credit Line Agreement is constructed as a revolving facility agreement whereunder the Rental Company may receive Loans from the SPV within a maximum limit which as of the date of first Notes' issue hereunder is set at 10 000 000 EUR (ten million euros). Each Loan under the SPV Loan Agreement cannot exceed 95% of the value of the vehicle determined by the Rental Company and set in the Rental Agreement.

#### *Rights and obligations of the parties*

The Rental Company on its own behalf is entitled to request disbursement of the Loans from the SPV with the available maximum limit, provided that the conditions precedent for such disbursements as agreed are met. Requests are made by the Rental Company sending information to Mintos according to the Cooperation Agreement through API about the Rental Agreement it offers as the source of repayment. If the conditions precedent is not met, or other agreed circumstances occur, such as a Material Event of Default as such is defined in the Cooperation Agreement occurs, the SPV may refuse to grant Loans and hence the SPV Loan Agreement may not be concluded and the disbursement of the Loan would not take place.

When the SPV Loan Agreement is concluded the Loan is not immediately disbursed in full. The Loan is advanced to the Rental Company in instalments. The instalments become committed by the SPV when amounts are paid by the Noteholders for the Notes that the Loan is backing. On the Loan amount that is committed by the SPV, interest on reservation of the loan accrues, but on the Loan amount that is disbursed interest for use of the loan accrues. The rate for both interests is the same. The Rental Company shall be obliged to pay above-indicated interest as per each SPV's Loan Agreement.

The SPV and the Rental Company have agreed that the Loans can be advanced to the Rental Company either by bank transfer to its bank account or by the SPV setting off the amounts that have become due and payable from the Rental Company against the Loans that the SPV has become obliged to advance.

#### *Term and termination*

The Credit Line Agreement continues until all liabilities of the Rental Company according to its provisions are fully satisfied.

#### *Governing law*

The Credit Line Agreement and the SPV Loan Agreements 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 the Investment Firm (hereinafter - the Parties).

According to the provisions of the Guarantee Agreement the Guarantor guarantees to the in order to

secure Creditors' (for the purposes of this section Mintos, the Issuer and the SPV are referred together as the Creditors) monetary claims towards the Rental Company arising (or that may arise) from the Principal Agreements, the Guarantor guarantees to the Creditors the performance of Rental Company's obligations that may be incurred and arising from the Principal Agreements and agrees to be held liable hereunder for the performance of the said obligations of the Rental Company as the principal debtor itself [(in Latvian: *kā pats parādnieks*)] For the purposes of this Section of the Base Prospectus the Principal Agreements mean - the Cooperation Agreement, all agreements on sale and purchase of the Loan Receivables entered by and between the Issuer and the Rental Company according to the Cooperation Agreement, the Cooperation Agreement on Issuance of Loans, and all SPV's Loan Agreements, as amended from time to time.

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

In the event that the Rental Company has not fulfilled its obligations on the payment date under the Principal Agreements, the Guarantor as a principal debtor (Rental Company) after the receipt of written notification from the Investment Firm shall pay within 5 (five) Business Days of receipt of such notice to the Investment Firm the whole amount of Rental 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 and that position of the Creditors is not worsened against other creditors of the Guarantor neither in terms of payment priority, nor security.

#### *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 Creditors 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 Principal 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) ("the Pledge Agreement") are the Rental Company as a Pledgor and SPV as a Pledgee, (hereinafter - the Parties).

The pledged assets (the "Object of the Pledge") are the vehicles owned by the Pledgor, that are listed in appendix 1 to Pledge Agreement.

According to the provisions of the Pledge Agreement in order to secure all claims of the Pledgee and Mintos in full amount, which may arise in the event of non-fulfilment or improper fulfilment of the liabilities and obligations of the Pledgor under the Cooperation Agreement on Issuance of Loans, as well as possible expenses that are related to the maintenance, insurance, storage of the Object of the Pledge, enforcement of the pledge arising out of the Pledge Agreement, including sale of the Object of the Pledge, the Pledgor has agreed to create a security in favour of the Pledgee over the Object of the Pledge (the "Pledge").

The maximum amount of secured claims under the Pledge is EUR 12 000 000 (twelve million euros).

#### *Representations and warranties*

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

(i) the Object of the Pledge is owned by the Pledgor, it is not delivered into possession, sold, gifted, pledged to any other (third party), 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 any third parties;

(ii) the Pledgor is an owner and possessor of the Object of the Pledge until overtaking of the Object of the Pledge by the Pledgee. The Pledgor may possess and use the Object of the Pledge as long as the Pledgee has not taken over it in its possession, and shall take care of it during this period of time as a careful owner;

(iii) The Pledgor confirms that entering into the Pledge Agreement shall not violate the rights of any third person, legal acts, permits, judgements or orders of the court or any competent authority that are binding to the Pledgor or applicable for the activity of the Pledgor.

#### *Obligations of the Pledgor*

The Pledge Agreement contains several obligations of the Pledgor. The Pledgor has committed to the following main obligations for as long as the obligations of the Pledgor remains outstanding including but not limited to:

- (i) not to perform any of the following activities: to sell, exchange, give an option, pledge, donate, alienate or encumber the Object of Pledge in any other way, as well as use for its own needs without receipt of a written consent of the Pledgee;
- (ii) 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 without receipt of a written consent of the Pledgee;
- (iii) to register a Pledge in favour of the Pledgee in the Pledge Register pursuant to the procedure stipulated by regulatory enactments, within 15 (fifteen) business days from the day of signing the Pledge Agreement and to submit a document confirming the fact of Pledge registration to the Pledgee;
- (iv) to cover all expenses (including expenses for services of the Pledge Register) with regard to registration, novation, amendments to the terms and conditions, deletion of the Pledge as well as registration of the assignment of claims secured by the Pledge in the Pledge Register.

However, the Object of the Commercial Pledge is and may be in the future rented out to the Pledgor's clients in the ordinary course of the Pledgor's business as conducted before the date of the Pledge Agreement without the consent of the Pledgee and any restrictions stemming therefrom shall not be considered as breach of the terms of the Pledge Agreement.

Considering that the Pledgor might want to sell the Object of the Commercial Pledge in the course of the Pledgor's ordinary course of business, the Pledgee undertakes to issue written consents for the sale of the Object of the Commercial Pledge without any delay provided that the maximum loan to value for the credit line issued under the Cooperation Agreement on Issuance of Loans is 100% after such sale of the Object of the Commercial Pledge and other terms of Cooperation Agreement on Issuance of Loans are being complied with.

#### *Enforcement of the Pledge*

The Pledgor shall undertake to deliver the Object of the Pledge to the Pledgee within 5 (five) business days after the first request of the Pledgee and shall grant to the Pledgee the right to take over the Object of the Pledge in its possession in cases, when a Material Event of Default has occurred under the Cooperation Agreement on Issuance of Loans and/or the Cooperation Agreement, as such is defined in the Cooperation Agreement on Issuance of Loans and/or the Cooperation Agreement. The Pledgee shall have the same right in the case, if the Pledgor violates its obligations under the Pledge Agreement, any third person claims are directed towards the Object of the Pledge, the value of the Object of the Pledge has significantly decreased as a result of actions or refraining from action by the Pledgor, the Object of the Pledge is vacated or in other cases prescribed by legal acts.

The Pledgor shall grant to the Pledgee the right to sell the Object of the Pledge for a free price, without intermediation of the court and organisation of an auction, if the liabilities secured by the Pledge are not properly fulfilled within a time period of 30 (thirty) days written notice of the Pledgee to the Pledgor.

The Pledgee has the right to sell the Object of the Pledge in parts or as a whole, as the Pledgee may wish. The Pledgee shall be entitled to sell the claim rights contained in the Object of the Pledge as per the terms and conditions of the Pledge Agreement or demand third persons in debt to the Pledgor based on said claim rights the fulfilment of their payment obligations towards the Pledgee.

The Pledgee shall be entitled to transfer the proceeds of the sale of the Object of the Pledge as well as

to use for payment of expenses with regard to storage or safe keeping of the Object of the Pledge, publishing of announcements (if any required) and sale.

The Pledgee shall return the remaining monetary funds from sale of the Object of the Pledge and distribution of the acquired monetary funds to the Pledgor within 5 (five) business days.

*Governing law*

The Pledge 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.

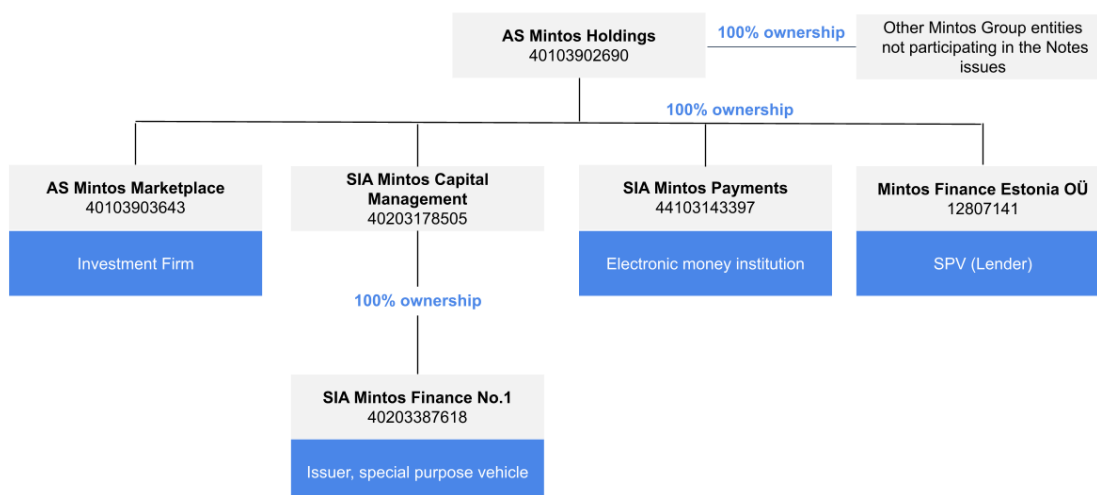
## 5. THE ISSUER

### ○ 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 SPV. 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 18 March 2022 under the name SIA Mintos Finance No.1 with registration number 40203387618. 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: 984500B4065C92C4FC69.

The registered and paid up 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, SPV and Mintos
Member of the Management Board	Martins Valters	Member of the Management Board of AS Mintos Holdings, SIA Mintos Capital Management, SPV and Mintos

For so long as the Notes of any Series remain outstanding or Notes may be issued under the Programme, the 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 NCA and publication on the Platform of this Base Prospectus;
- purchases of Loan Receivables from the SPV arising from the Loans issued to the Rental Company;
- payments under the Notes through Mintos, subject to receiving relevant funds from the SPV and/or Rental Company; and
- publication of financial and other information to Investors in accordance with applicable law.

- **Financial information**

The Issuer has commenced its operations in Q2 2022, and accordingly, financial statements for 2022 are prepared for its operations period. The financial statements are 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 were "KPMG Baltics SIA", registered in the Republic of Latvia on 16 December 1994 with registration number 40003235171.

[Audited financials 2022](#)

[Non-audited financials 2023](#)

- **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 11.01.2024.

- **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.

- **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 NCA 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, France, Germany, Italy, Poland, Netherlands, Czech Republic, Belgium, Austria and Spain. 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 in regulated credit institutions, including but not limited to AS LHV Pank (Estonia), Signet Bank AS (Latvia), and money market funds.

Mintos owns and operates the Platform which is the technical infrastructure through which (a) companies sell loans and other receivables or other assets to issuers, (b) the issuers offer and sell asset backed securities to investors backed by the acquired receivables or other assets and (c) information exchange and money flows occur between Investors, issuers and originators and services of the assets and receivables. Notes which are backed up by bonds are one of the types of assets backed securities offered and available on the Platform. Also, Mintos offers and may offer other investment products or services to the Investors.

- 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 NCA 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, including but not limited (b) the Issuer and the lending company or other originator to transfer title in the receivables and exchange information in relation to the 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 other parties, (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 involved parties.
- Maintains the register of Noteholders.
- Complies with the Transaction Documents including monitoring of compliance 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 NCA, the Latvian State Revenue Service and others.

## 7. THE SPV (LENDER)

### ○ Business overview

The SPV is a special purpose undertaking established for the sole purpose of issuing loans to the Rental Company as well as several other lending and rental companies that Mintos cooperates with and selling those loans to the issuers for issuance of financial instruments as well as directly to the investors on Mintos Platform when the investors make investments by way of assignment agreements. Loan Receivables sold to the Issuer back the Notes issued and offered to Investors on the Platform. The SPV does not take part in any other business activities.

The SPV is incorporated as a private limited liability company and registered in the Registration department of Tartu County Court, Estonia on 27 February 2015 under the name Mintos OÜ with registration number 12807141. It operates under the laws of the Republic of Estonia and has its registered office at Harju maakond, Tallinn, Haabersti linnaosa, Meistri tn 14, 13517, Estonia.

The share capital of the SPV is EUR 2500 consisting of 1 share in registered form having a nominal value of EUR 2500, which is fully paid up. The share is entitled to one vote. The sole shareholder of the SPV is AS Mintos Holdings.

The SPV has no subsidiaries and does not own any shares or equity.

The SPV is managed by the Management Board, the members being appointed by AS Mintos Holdings as the sole shareholder of the SPV.

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

### ○ Activities

The activities of the SPV are as follows:

- issue Loans to the Rental Company and loans to other lending and rental companies that use Platform;
- sell Loan Receivables that arise from Loans to the Issuer;
- transfer Loan repayment received from the Rental Company to the Issuer;
- publication of financial and other information to Investors in accordance with applicable law.

### ○ Loans

The Rental Company concludes Rental Agreements with Renters, then requests disbursement of a loan from the SPV in an amount that is no more than 95% of the value of the vehicle determined by the Rental Company and set in the Rental Agreement. Then the SPV 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 SPV. After receipt of the purchase price the SPV makes the disbursement of Loan to the Rental Company.

Loans issued by the SPV to the Rental Company have the same schedule as the Rental Agreements to which the repayment of Loans is tied to. Hence, the average Loan term and its range are expected to be the same as described in the Section “10. THE RENTAL AGREEMENTS”.

Loans are secured by a pledge as described under the Transaction Documents section.

- **Financial information**

The latest available financial information of the SPV is prepared in EUR currency and is available on Mintos website:

[Financial statements 2021 \(not audited\)](#)

[Financial Statement 2022 \(not audited\)](#)

[Financial Statement 2023 \(not audited\)](#)

For the financial year ended 31 December 2021 and 31 December 2022 the SPV was entitled to exemption from audit under section § 91 and § 92 of the Auditors Activities Act of the Republic of Estonia.

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

- **Litigation**

The SPV (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 SPV 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 SPV.

## 8. THE RENTAL COMPANY

### ○ Business overview

The Rental Company - AS "Renti" was founded on 10 October 2018, and it operates under the laws of the Republic of Latvia as a joint stock company, the legal address: Skanstes street 52, Riga, LV-1013. AS "Renti" is one of the largest long-term car rental companies in Latvia. Until December 2021, the company continued to purchase used cars from more than 220 cooperation partners in Riga and the regions, which were further transferred under long-term lease to customers. As of December 2021, the Rental Company has been offering customers only cars in its existing fleet.

The Rental Company is a part of Eleving Group. For a more detailed description of the business activities, including key strengths and strategy of the Eleving Group please refer to section 11 'GUARANTOR'.

### ○ Rental Agreements

The Rental Company offers long-term car rent in its existing fleet described in section 10 'THE RENTAL AGREEMENTS'. The average rental contract total financed amount is 3 600 EUR, the average term is 67 months, and it ranges from 24 months to 84 months. The average monthly rental fee is 150 EUR.

### ○ Financial information

The latest available audited historical financial information of the Rental Company prepared according to the Republic of Latvia Accounting and Consolidated Annual Accounts Act is available on Mintos website:

[Audited Financials 2021 \(translated from Latvian language\)](#)

[Audited Financials 2022 \(translated from Latvian language\)](#)

[Non-Audited Financials 2023](#)

### ○ Auditors

The statutory auditors of the audited standalone financial statements as of and for the financial years ended 31 December 2022 was BDO ASSURANCE LLC, Commercial licence No. 182, Kaļķu street 15-3B, Riga, Latvia, LV-1050.

The statutory auditors of the audited standalone financial statements for the financial years ended 31 December 2021 was KPMG Baltics LLC, Commercial licence No. 55, Roberta Hirša iela 1, Riga, Latvia, LV-1045.

### ○ Litigation

The Rental Company (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 Rental Company.

### ○ Rental Object description

Rental objects are used passenger cars. Top 5 most popular car brands comprise 66% of the rental portfolio and rank as follows: Audi, BMW, VW, Volvo and Opel. 79% of cars are in the range of 14 to

20 years old, averaging 17 years old cars. Cars are owned by Rental Company and Renters are identified as car users in registration certificates of the vehicles.

- **Process and criteria of concluding Rental Agreements**

The Rental Agreement documentation is signed electronically by e-signature (only as an exception), or physically in the Rental Company's branch, or at more than 280 cooperation partners when the partners are authorised to sign it. The Rental Company makes a bank transfer directly to the seller of the vehicle when the Rental Agreement documentation is received and completed.

The underwriting process in the Rental Company is automated to the maximum possible extent. The issuance policy in each country sets a detailed process overview including business "hard" rules (e.g., age limits, eligible customers, revenues, vehicles, indebtedness levels), fraud rules, and scoring models (if relevant) for decision making.

During the Rental Agreement processing, the preliminary data in each application are cross-checked and supplemented. If needed, the potential renter is asked for further information, preliminary fraud and blacklists checks are performed, and vehicles are automatically valued. During the Rental Agreement processing, the most important steps are the verification of the potential renter's eligibility for the Rental Company's financing, based on the information related to the renter's financial, economic and reputational information, legislation, and also based on the financing terms applied (advance payment, length, exposure, type of vehicle being financed). After such steps are successfully completed, the potential renter receives a preliminary offer.

During the risk assessment, credit databases are checked, the potential renter's income information is analyzed and customer indebtedness is calculated and evaluated.

Final adjustments on the Rental Agreement and other terms are made and documents to be signed are automatically generated.

- **Debt recovery management**

The Rental Company has established a debt collection process. Eleving Group has a dedicated team. The Rental Company's strategy is focused on maximising the dialogue with customers. When the Rental Company assesses that a customer can pay its Rental Agreement, it offers various options and tailors the offers to such customers. When the Rental Company assesses that the customer will not be able to continue a successful relationship, a quick and efficient repossession of the vehicle and subsequent sale of it is strived while maintaining full transparency with the renter about the process.

The Rental Company adjusts its approach based on the stage of the overdue receivables from renters (Eleving Group classifies a receivable as non-performing if it is more than 60 days overdue):

- 1) Before the receivable becomes overdue, the Rental Company has an automated reminder process that ensures that the client is aware of upcoming payment and payment details.
- 2) When the payment is overdue, it enters early debt collection process, where the Rental Company launches its automated reminder system (auto-calls, texts, e-mails) informing the customer about the overdue amounts, the further actions if payment will not be made, and the Rental Company contacts to discuss the potential options. Rental Company constantly monitors the effectiveness of the automated system. In addition, the Rental Company involves its in-house debt collection specialists that call all debtors from a certain day (starting from 1st – 5th days past due (DPD)) with the aim to recover the delayed amount, identify the reason for the delay and if necessary, offer restructuring possibilities, where possible and is economically viable. If the case is not resolved until 60 DPD, it is passed on to the late debt collection stage.

- 3) In the course of the late debt collection process, the overdue Rental Agreement is terminated after 50-60 days upon which the debt specialists of the Rental Company offer the customer to repay the debt and voluntarily return the vehicle. When this approach is not successful, the Rental Company's in-house car repossession experts work with customers to recover the vehicle.
- 4) After vehicle repossession, the vehicle is put up for sale in Rental Company's car lot. The Rental Company aims to sell repossessed vehicles within 30 days from the moment the vehicle is brought to the car lot and have at least 90% of vehicles sold within 90 days. The outstanding debt (if any) is then recovered through an unsecured recovery process of the Rental Company, which includes amicable settlements, court execution process and / or debt portfolio sale.

To ensure consistent quality of debt collection operations, the Rental Company uses group-wide debt collection service standards that include (i) debt collection principles, (ii) best practices and requirements for the debt collection department and (iii) internal procedures in order to ensure effective knowledge sharing and continuous improvement of operations. On a daily basis, the debt collection organization is improved through regular benchmarking, experience sharing, and targeted projects supervised by the Eleving Group's operations team to roll-out best practices across Eleving Group. The result is that the Rental Company typically recovers 90+% of non-performing Rental Agreements in the car rent segment through either repossessing the car, renewing the contract, buyout, or settlement with the customer.

- **Administrative, management and supervisory bodies**

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

<b>Name</b>	<b>Position / function (year since)</b>	<b>Education and business experience summary</b>
Anete Pallo	Chairman of the Management Board / 2023	Anete is taking the Chairman of the management board position in 3 Eleving Group Latvian entities as AS Renti, AS mogo and AS Primero Finance. All entities are operating in car financing and other mobility solutions. Anete has more than 15 years' experience in the financial sector in various areas – sales, project management, business development, customer and partner relationships and more than 3 years she leads business department of AS Renti, AS mogo and AS Primero Finance. Anete holds BA degree in Business from Latvian University.
Valerij Petrov	Chairman of Council / 2022	As Country Manager in mogo LT since January 2018 until January 2019, Valerij has been a COO in mogo LT since July 2014 and now is Regional CEO of AS Eleving Stella. Valerij holds a BA in Economics from Vilnius University and MA in Law and International business from International Business School. He has

		experience in business development having been the Head of Business development in Energijos Tiekimas – a leading retail electricity supply company (part of Lietuvos Energija group), where he was responsible for new product development and expansion to new markets.
Vladislavs Mejertāls	Deputy Chairman of Council / 2022	Vladislavs has graduated Stockholm School of Economics and obtained MBA and since 2019 he is the regional COO of AS Eleving Stella which currently oversees mogo markets in Latvia, Lithuania, Romania, Moldova, and Belarus. Before joining mogo, Vladislav has gained significant experience in the non-bank lending and debt collection industries, managing the non-bank lending company Wandoo Spain, and also working for more than six years at ASA B2Holding group companies in the Baltics.
Neringa Plauškiene	Member of the Council / 2022	Neringa holds BA degree in Finance from Vilnius University. Since 2019 June she joined the Eleving Group as the regional CFO at AS Eleving Stella which currently oversees mogo markets in Latvia, Lithuania, Romania, Moldova, and Belarus. Before joining mogo, Neringa has gained extensive experience in the finance field working more than five years at the energy and utility sector as well as almost six years at the audit department at EY Lithuania

○ **Shareholders**

The share capital of the Rental Company is EUR 5,500,000 divided into participations with 1 voting right per share of participation. The capital is fully paid up and all participations grant the same rights to the participation holders of the Rental Company.

100% of the Rentals Company's issued participation rights are held by the AS "mogo", reg. No. 50103541751, Latvia, reg. date 03.05.2012.



## 9. THE LOANS

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

The Loans are business loans made under the Cooperation Agreement on Issuance of Loans and the respective SPV Loan Agreements concluded thereunder. The Cooperation Agreement on Issuance of Loans is an agreement of the respective parties on a revolving credit line with a maximum amount that is permitted for the Loans thereunder.

The interest for the reservation of funds and interest for use of the Loan accrue at the same rate. The interest for the reservation of funds accrues from the day when the SPV Loan Agreement was concluded until the Loan is advanced to the Rental Company, and from when the Loan is advanced the interest for the use of the Loan applies.

The Cooperation Agreement on Issuance of Loans and the SPV Loan Agreements is in the English language.

For more information on the Cooperation Agreement on Issuance of Loans see section entitled '4. TRANSACTION OVERVIEW – *THE TRANSACTION DOCUMENTS* – The Cooperation Agreement on Issuance of Loans'.

### ○ **Repayment and maturity**

The principal amount, the interest for the reservation of funds and interest for use of the Loan are payable when the Renter of the Rental Agreement that is the source of repayment of the respective Loan makes a payment thereunder to the Rental Company, however no later than until the maturity date set forth in the SPV Loan Agreement or as extended according to this Base Prospectus.

If before the final maturity date set forth in the SPV Loan Agreement the Repurchase obligation or rights are triggered or if the Buyback Obligation applies the Rental Company has to repay the Loan together with the interest and other ancillary payments accrued thereon when the respective obligation or right is triggered, irrespective of it being before the final maturity date.

For more information see section entitled '4. TRANSACTION OVERVIEW'.

### ○ **Security**

*There is the Guarantee Agreement and the Pledge Agreement.*

For more information see section entitled '4. TRANSACTION OVERVIEW'.

### ○ **LTV (loan to value)**

The maximum LTV for the credit line issued under the Cooperation Agreement on Issuance of Loans is 100%.

## 10. THE RENTAL AGREEMENTS

### ○ Legal nature, jurisdiction and the applicable law of the Rental Agreements

Under the Rental Agreements the Rental Company provides vehicles for the Renters to rent. The rental payments are payable in equal monthly amounts during the rent term.

Prior to concluding the Rental Agreement, if so stipulated in the special terms and conditions of the Rental Agreements, as security for the fulfilment of the obligations under the respective Rental Agreement, the Renter shall pay the Rental Company a security deposit in the amount specified in the basic terms and conditions. Upon concluding the Rental Agreement, the Lessor shall submit to the Renter an invoice/ notification of security deposit payment payable by the Renter immediately in cash at the place of conclusion of the Rental Agreement or on the same day by transfer to the account specified in the Rental Company's invoice/notification.

Use and Refunding of the Security Deposit:

- a) Upon termination of the Rental Agreement, the Rental Company shall be at liberty to use the security deposit without prior notice to satisfy any claim arising out the Rental Agreement or an enactment;
- b) If upon termination of the Rental Agreement, the security deposit is not used or is partially used to ensure the fulfilment of the obligations under the Rental Agreement, then it must be returned in full or its remaining part to the Renter within 3 (three) calendar days after fulfilment of the obligations specified in the Rental Agreement in full.

Upon accepting the vehicle, the Renter assumes full and unlimited responsibility for the maintenance of the vehicle. In case of necessity, the Renter shall undertake to carry out technical maintenance and repair of the vehicle at his own expense in any situation when the vehicle must undergo necessary and valid repairs (within a meaning of the Civil Law of Latvia or at the intervals specified by the manufacturer) and when the vehicle must be repaired to be able to participate in road traffic in accordance with enactments of the Republic of Latvia. The vehicle maintenance and repair work shall be carried out in a quality that meets the requirements of the enactments, traffic safety and recommendations of the vehicle manufacturer.

The Renter is responsible and liable for the payment of all fines and fees charged in respect of the vehicle.

In case the Renter fails to pay any amount due as per the Rental Agreement or commits any other breach as prescribed under the Rental Agreement, the Rental Company may demand immediate payment of the overdue amounts, terminate the Rental Agreement and/or take possession of the Object of Rent.

The Renter is required to pay for additional costs specified in the Rental Agreement, such as taxes charged on the vehicle.

The Rental Agreement is subject to the amendment and/or variation from time to time as provided in the section entitled '4. TRANSACTION OVERVIEW – *THE TRANSACTION DOCUMENTS* – Extensions' of this Base Prospectus.

The Rental Agreement is in the Latvian language. The Rental Company has provided the Rental Agreement for informational purposes at [www.mintos.com](http://www.mintos.com). The Rental Agreement is governed by the laws and regulations of the Republic of Latvia.

- **Objects of Rent**

The Object of Rent is a used vehicle specified in special terms and conditions, which the Rental Company transfers to the possession and use of the Renter in accordance with the procedures specified in the Rental Agreement. The Renter may choose the vehicle from the fleet of vehicles which is the set of vehicles available for long-term rental, located at the registered sales points of the Rental Company and/or its business partners or viewable on the website [www.autotev.lv](http://www.autotev.lv). The vehicle is rented out to the Renter for personal use only, the vehicle may not be involved in the commercial activity.

The Renter shall be obliged at his own expense according to the invoices agreed in the Rental Agreement and issued by the Rental Company, to pay the vehicle MTPL insurance to be provided by the Rental Company as an integral ancillary service to the rental service provided within the framework of the Rental Agreement.

All risk (including but not limited to the risk of accidents, damage to, and the theft or total loss of the vehicle) is passed to the Renter and remains with the Renter upon taking delivery of the Objects of the Rent. The Renter is not entitled to take the Object of Rent outside of the Republic of Latvia without consent of the Rental Company, as well as the Rental Company reserves the right to inspect the Object of Rent any reasonable time.

- **Rent payments**

Under the Rental Agreement, the Renter makes monthly rent payments on a pre-agreed payment date and in accordance with the payment plan. Usually, Rental Agreements are concluded for more than 12 months, but the minimum term for the renter to exit Rental Agreement earlier than initial rent term is 12 months. Historically the minimum term to exit the Rental Agreement can be different from the term, what is stated in the actual Rental agreement.

Min term of 6 months – 771 count, were issued between 1.11.2018 and 22.03.2020 dates;

Min term of 12 months – 258 count, were issued between 23.03.2020 and 31.10.2020 dates;

Min term of 18 months – 260 count, were issued between 01.11.2020 and 30.11.2021 dates;

Min term of 12 months – 62 count, were issued between 1.12.2021 till today.

In case the agreement is terminated and such a fact is disputed by the Renter, Renter is responsible for covering issued rent payments until the moment of termination and return the vehicle. In case the Object of Rent is destroyed or stolen, the Renter is responsible for covering the car's remaining value.

- **Economic environment in Latvia**

In 2024, GDP growth in Latvia is forecast to reach 2.4%. A marked slowdown in inflation and an acceleration in real wage growth are set to foster private consumption. A further increase in EU-funded investments is expected to continue boosting real investment. Export growth is projected to rebound as the inflation slowdown elsewhere in the EU boosts foreign demand. In addition, government consumption is set to be strong, in particular, to support the public wage bill. In 2025, growth is expected to reach 3%, mainly driven by private consumption and exports.

The contraction of the economy is set to slightly loosen up the labour market, as evidenced by recently falling job vacancies. However, the labour market is expected to tighten in 2024 and 2025 on the back of increasing demand, labour shortage, and falling supply due to ageing. Nominal wage growth is set to stay strong in 2024 and 2025, supported by labour market tightness and increases in minimum wage and public wages.

By 2024, inflation is expected to slow down to 3.2%, but HICP inflation excluding energy and food is projected to remain at 4.6% as services price growth is set to remain higher than the other components. In 2025, inflation is expected to decrease further to 1.9%.

In 2024, the government deficit is projected to decrease slightly to 3.1% of GDP. The impact of the phasing-out of energy-related measures by the end of 2023 will be more than offset by additional expenditure measures foreseen for 2024, including public wage increases. In 2025, the government deficit is forecast to remain at 3.1% of GDP as both revenue and expenditure are expected to grow in line with nominal GDP.

- **General description of the Renters**

Renters are residents, private individuals mainly from Riga and other biggest cities in Latvia. 77% male, 22-50 years old, mainly self-employed with not verified income. Renters are not required to pass debt service tests defined for credit products. At the same time Rental Company has developed alternative customer evaluation principles, thus mitigating customers credit risks.

- **Rent agreements' future cash flow data**

As of 30 September 2023, the Rental Company's total future rental agreement cash flow was EUR 5.0 million. The table below shows the Rental Company's total future rental agreement cash flow in terms of Days Past Due (DPD).

*Vehicle rental agreements' future cash flow breakdown by DPD*

The current part of the portfolio has remained above 70% for the presented quarters, and the part of the portfolio that is overdue for longer than 60 days does not exceed 3% in the last 3 consecutive quarters.

<b>Days Past Due</b>	<b>2022Q2</b>	<b>2022Q3</b>	<b>2022Q4</b>	<b>2023Q1</b>	<b>2023Q2</b>	<b>2023Q3</b>
Current %	70%	72%	73%	72%	70%	71%
1-30 days %	17%	17%	17%	16%	16%	18%
31-60 days %	4%	3%	3%	2%	1%	2%
61-90 days %	1%	2%	1%	1%	1%	1%
91-120 days %	1%	1%	1%	1%	1%	1%

121-150 days %	1%	1%	0%	1%	1%	0%
151-180 days %	1%	0%	0%	1%	1%	0%
>180 days %	4%	4%	4%	6%	9%	7%

## 11. THE GUARANTOR

**The Guarantor in accordance with the Guarantee Agreement guarantees the Rental Company's obligations towards the SPV, the Issuer and Mintos. The Guarantor is not guaranteeing Mintos, the SPV or 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

Eleving Group (formerly - Mogo Finance S.A.) is a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, registered with Luxembourg trade and companies register (*Registre de Commerce et des Sociétés de Luxembourg*).

The Guarantor's purpose is to invest, acquire and take participations and interests, in any form whatsoever, in Luxembourg or foreign companies or entities having a purpose similar to the purpose of the Guarantor and to acquire through participations, contributions, purchases, options or in any other way any securities, rights, interests, patents, trademarks and licences or other property as the Guarantor shall deem fit, and generally to hold, manage, develop, encumber, sell or dispose of the same, in whole or in part, for such consideration that is in the corporate interest of the Guarantor.

Eleving Group is an international and fast-growing Financial Technology company with a vast reach across the globe. Operating in 3 continents, Eleving Group's companies recognize the niche underserved by conventional lenders and provide financial inclusion by disruptively changing used car and consumer financing industry.

Eleving Group was founded in 2012 in Latvia under the brand name Mogo (rebranded from Mogo Finance to Eleving Group in May 2021). Having expanded to all the Baltics within a year of launch, Eleving Group continued expansion in the following years, currently serving a total of 16 active markets. Eleving Group has disrupted the used vehicle market as well as the way people's social mobility can be elevated through the access to convenient and responsible lending.

Having two business lines – vehicle finance and consumer finance, Eleving Group provides a variety of products and services with different brands, thus, filling the funding gap and creating new opportunities for people who previously did not have access to finance or to private means of transportation.

Mogo is a leading brand in Eleving Group's vehicle financing product portfolio and its core products are finance lease and leaseback that are provided to customers via websites, mobile channels and a broad dealer/ broker and branch network across 16 active markets. In various markets through different brands (Renti, Primero) the company also provides rent-to-buy services, motorcycle financing and finance of more expensive vehicles through strategic collaboration with local banks. The proven business model is built around high demand for quality used vehicles and it is realised through an innovative, data-driven, and fast process led by IT investments together with strong control and efficient debt collection process.

Eleving Group's consumer finance business entities focus on the markets where there are both – necessity for financial inclusion and underserved communities by the conventional finance industry. In most cases there is no "middle way" between hard-to-access bank financing and very limited and expensive short-term loans. In the majority of markets where Eleving Group's consumer finance companies operate, there are cash economy market conditions, thus our companies are often the only ones which offer both – online and offline customer service experience. While having more than 90 branches across 7 active markets, Eleving Group companies are offering flexible financial products

from credit line to instalment loan with focus to provide accessibility to substantial amounts of money in the most convenient way with affordable rates.

Entering the post-pandemic landscape, the main objective of Eleving Group for 2023 and 2024 is to consistently and profitably grow within the current markets and current product base.

Eleving Group 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 base prospectuses:

No.	Legal name	Registration No.	Domicile	Lending products offered
1.	Primero Finance OÜ	12401448	Estonia	Leasing and leaseback
2.	AS mogo	50103541751	Latvia	Leasing and leaseback
3.	AS Renti	40203174147	Latvia	Long-term rent product
4.	MOGO UCO LLC	42	Armenia	Leasing and leaseback
5.	MOGO AUTO LIMITED	PVT-AJUR7BX	Kenya	Leasing and leaseback
6.	UAB MOGO LT	302943102	Lithuania	Leasing and leaseback
7.	UAB Renti	305653232	Lithuania	Long-term rent product
8.	Mogo LLC	404468688	Georgia	Leasing and leaseback
9.	MOGO IFN S.A.	J40/5043/2016	Romania	Leasing and leaseback
10.	OOO Mogo Lend	632479	Uzbekistan	Leasing and leaseback
11.	Mogo Loans - SMC Limited	80020001522601	Uganda	Leasing and leaseback
12.	Mogo Loans LTD	1017600033216	Moldova	Leasing and leaseback

○ **Business strategy description**

Eleving Group's strategy is to be a leading mobility platform, by providing a wide range of vehicle financing products, as well as to maintain a similar product mix with  $\frac{3}{4}$  of secured portfolio and up to  $\frac{1}{4}$  of unsecured portfolio. This will be achieved by consistent and profitable growth built on four main

pillars: (i) instant financing access, (ii) diversified car dealers – partners network, (iii) tailored product portfolio, (iv) diversified funding.

In 2023 and 2024 Eleving Group intends to continue to develop its current set of 16 active markets with particular focus on productive lending in the fastest growing markets; to develop premium car financing solution by engaging in mutually beneficial strategic partnerships with local banks; to continue further digitalization across the key business areas and maintain stricter underwriting policies in place. To pursue Eleving Group's ESG goals, Eleving Group has published a group-wide non-financial statement and launched several social initiatives, in the coming future focusing on neutralising Eleving Group's carbon footprint.

The backbone of the growth of Eleving Group is to have access to diversified and efficient funding sources. Diversification in the capital structure is the key for further growth in the future including the issue of senior secured bonds as well as funds attraction through loans' backed and contingent notes and Mintos Platform.

○ **Key financial information regarding the Guarantor**

The tables below present key selected audited consolidated financial information for the Guarantor as at and for the financial years ended 31 December 2021 and 31 December 2022. Financial information for the financial year 2023 is obtained from Guarantor's unaudited interim consolidated financial statements.

*Selected consolidated statement of comprehensive income data of the Guarantor (in million EUR):*

	<b>2021</b>	<b>2022</b>	<b>2023 9M</b>
Total comprehensive income for the year	9.7	23.8	19.4

*Selected consolidated statement of financial position data of the Guarantor (in million EUR):*

	<b>2021</b>	<b>2022</b>	<b>2023 9M</b>
Net financial debt	231	230	281
Current ratio	2.5	2.3	1.8
Debt to equity ratio	5.0	3.4	3.6
Interest cover ratio	2.3	2.4	2.4

*Selected consolidated statement of cash flows data of the Guarantor (in million EUR):*

	<b>2021</b>	<b>2022</b>	<b>2023 9M</b>
Net cash flows from operating activities	-22.2	-0.9	18.7



Net cash flows from financing activities	12.5	9.1	-6.8
Net cash flows from investing activities	10.5	-4.6	0.8

The audited consolidated financial statements of the Guarantor have been prepared in EUR and in accordance with the International Financial Reporting Standards (IFRS).

Historical financial information and the consolidated audit reports for the years 2021-2022 are available online:

[Audited Guarantor financials 2021](#)

[Audited Guarantor financials 2022](#)

[Non-audited financials 2023 9M](#)

#### ○ **Auditors**

The statutory auditor of the audited consolidated financial statements as of and for the financial year ended 31 December 2021 was KPMG Luxembourg, *société anonyme*, incorporated under the laws of Luxembourg, having its registered office at 39, Avenue John F.Kennedy, L-1855, Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register under number B149133. KPMG Luxembourg, *société anonyme* is a member of the Luxembourg institute of auditors (*Instituts des réviseurs d'entreprises*).

The statutory auditor of the audited consolidated financial statements as of and for the financial year ended 31 December 2022 was BDO Audit, a public limited company (*société anonyme*) having its registered office at 1, rue Jean Piret, L-2350 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies' register under number B147570. BDO Audit, *société anonyme* is a member of the Luxembourg institute of auditors (*Instituts des réviseurs d'entreprises*).

#### ○ **External credit ratings**

On 28 June 2023, Fitch Ratings – a branch of Fitch Ratings Ireland Limited (“Fitch”) affirmed the Guarantor’s Long-Term Issuer Default Rating (IDR) at 'B-', with a Stable Outlook and a Long-Term Issuer Default Rating of 'B'. Fitch has also affirmed the Guarantor’s senior secured debt rating at 'B-' with a Recovery Rating of 'RR4'.

#### ○ **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>
Modestas Sudnius	Chief Executive Officer (CEO) (2019)	A graduate of Stockholm School of Economics, Modestas Sudnius was the country manager in Lithuania, then held the regional CEO position in the Guarantor, covering Baltic countries, Georgia and Armenia, then being Co-CEO of Eleving Group. Modestas has several years' experience in financial assurance and project management in companies such as Ernst & Young and EPS LT.
Maris Kreics	Chief Financial Officer (CFO) (2015)	Before joining Eleving Group, Mr. Kreics has previously spent 2 years in a corporate finance role working for the biggest telecommunications service company in Latvia – Lattelecom. Before that Mr. Kreics has spent 7 years in PwC, whereas 2 years were spent in New York working exclusively on one of the largest (top 5 by market capitalization) S&P 500 Tech company's lead audit team. Mr. Kreics is a CFA charter holder and a member of the global body for professional accountants ACCA. Mr. Kreics has a bachelor's and master's degree in finance.

○ **Shareholders**

The share capital of the Guarantor is EUR 1,000,500 divided into 100,050,000 shares in registered form, all of which are fully paid. Each share is entitled to one vote and has a par value of EUR 0.01 (one euro cent). The following table shows the Guarantor's shareholders, who have ownership exceeding 10%:

<b>Name</b>	<b>Share %</b>	<b>Registration no.</b>	<b>Form of control</b>	<b>Domicile</b>
SIA "ALPPES Capital"	43.6698	52103097551	Direct shareholder	Latvia
AS Novo Holdings	14.5565	40103806598	Direct shareholder	Latvia
AS Obelo Capital	14.5567	40103806155	Direct shareholder	Latvia
SIA EMK Ventures	14.5567	42103100347	Direct shareholder	Latvia

## 12. 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 Rental 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.

**Renter:** the lessee under the Rental Agreement.

**Renter's Payments:** any payments made by the Renter under the Rent Agreements linked to the Series Specific Loans.

**Rent:** the amount of rent payable under the Rental Agreement.

**Rental Agreement:** Each vehicle long-term rental agreement between the Rental Company as the lessor and the Renter as lessee as specified in applicable SPV Loan Agreement and Final Terms.

**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 Rental Agreements is

delayed by more than 60 days, for the Rental Company to (i) repurchase the relevant Loan Receivable from the Issuer or (ii) to repay the respective Loan to the SPV in full together with accrued Interest and any Late Payment Interest.

**Cooperation Agreement:** the cooperation agreement between the Issuer, SPV, the Rental Company and Mintos in relation to the Notes, and in relation to the notes issued under other programmes.

**Cooperation Agreement on Issuance of Loans:** the credit line agreement No. LVMM/06-07-2022-174 between the Rental Company as a borrower and SPV as a lender whereby the said parties agree on how SPV's Loan Agreements are concluded and on the terms and conditions of disbursement and repayment of the Loans issued to the Rental Company thereunder.

**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 Rental Company.

**Guarantee Agreement:** the guarantee agreement whereby the Guarantor guarantees to the Issuer and/or Lender the performance of Rental Company's obligations arising from the Transaction Documents.

**Guarantor:** Eleving Group (formerly Mogo Finance S.A.), a public limited liability company (société anonyme) incorporated on 21 January 2013 and existing under the laws of the Grand Duchy of Luxembourg, registered with Luxembourg trade and companies register (Registre de Commerce et des Sociétés de Luxembourg) under number B174457 and having its registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg, Grand Duchy of Luxembourg.

**Interest:** the interest under the Notes or the Series Specific Loans. Interest under the Series Specific Loans means both interest for the reservation of funds and interest for use of the Loan.

**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. 1, incorporated as a private limited liability company and registered in the Republic of Latvia with registration number 40203387618 on 18 March 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 Rental Company, the Backup Servicer (if any), 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).

**Rental Company:** AS "Renti", a joint stock company, registered on 10.10.2018, existing under the laws of the Republic of Latvia, registration number 40203174147, having its registered address at Skanstes iela 52, Riga, LV-1013, Latvia.

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

**Loan Receivables:** the receivables of the SPV under the Series Specific Loans which have been assigned to the Issuer, which include 100% of the principal amount outstanding of the relevant Series Specific Loan.

**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 Renter's Payments received by the Rental 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.

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

**Priority of Payments:** the priority of payments set out in Condition 10.

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

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

**Repurchase:** the right or obligation for the Rental 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).

**Pledge Agreement:** means the pledge agreement entered into by and between the Rental Company as pledgor and the SPV as pledgee to secure obligations of the Rental Company arising out of the Cooperation Agreement on Issuance of Loans t.

**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 loan agreement between the SPV as lender and the Rental Company as a 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.

**SPV Loan Agreement:** each loan agreement between the Rental Company as a borrower and the SPV as a lender as specified in the applicable Final Terms.

**SPV: Mintos Finance Estonia OÜ,** a private limited liability company existing under the laws of the Republic of Estonia, registration number 12807141, having its registered address at Harju maakond, Tallinn, Haabersti linnaosa, Meistri tn 14, 13517, Estonia.

**Transaction Documents:** the Cooperation Agreement, the Cooperation Agreement on Issuance of Loans, SPV Loan Agreement, the Transfer Document, the Guarantee Agreement and the Pledge Agreement.

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

## **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 Rental 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 or rental companies of the Eleving Group, with the aim of approving 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 Rental 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 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 Rental Company, the Renters, and the security provider 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 Rental 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 Rental 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 Rental 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 Rental 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:

Loan Interest 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. For the avoidance of doubt if the Principal Amount Outstanding of the Notes is redeemed, the nominal amount of each Note (as specified in Final Terms) is constant and remains unchanged.

**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 Renters which have been received from the Rental 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 Rental 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*

Not applicable.

### *11.4 Rental Agreements' extension*

The Rental Company may modify any of the Rental Agreements linked to the Series Specific Loans without approval of the Issuer, the SPV and the Noteholders, provided that payments from the relevant Renter remain unchanged.

If 'Extension possibility' is provided in the Final Terms, the Rental Company may extend the repayment schedule of one or more Rental Agreements linked to the 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, the SPV or the Noteholders provided that (a) there is no event of default under any of the Rental Agreements linked to 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 extension of Rental Agreement leads to extension of the Loan that it is linked to.

The Rental Company may also extend the repayment schedule of one or more Rental Agreements linked to the 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, the SPV 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 (i) will be repurchased by the Rental 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, or (ii) the respective Loan will be repaid to the SPV in full together with any accrued but unpaid Interest and any Late Payment Interest up to (but excluding) the full repayment 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

the Issuer, the SPV and Mintos determines in good faith that there is no realistic prospect of collecting any further funds from the Rental Company if the Issuer and/or the SPV have 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 portfolio management service 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 Noteholder(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, the SPV 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 Rental Company, the Backup Servicer 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 and rental companies of the Eleving 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 Rental 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 Rental 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 Latvijas Banka 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  
52 Skanstes Street, Riga, LV-1013, Latvia  
For the attention of SIA Mintos Finance No.1

## **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 Rental 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 of 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 Rental Company;
  - (b) failure of the Rental 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 Rental 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 portfolio management service 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 Renter of its obligations under the Rental Agreement linked to the relevant Series Specific Loan, the Rental Company of its obligations under the Cooperation Agreement on Issuance of Loans or Cooperation Agreement, and/or by the security provider 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 Renter, the Rental Company, and/or the security provider;
- (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 Renter, the Rental Company, the security provider 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 Renter, the Rental Company, the security provider 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 Renter 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 Rental Company, and/or the security provider 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 held by the Noteholder fully operational with Mintos while the Noteholder holds any Notes.

### 13. 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 is subject to a 5% withholding tax rate for investors who invest as private persons and are tax residents

of EU/EEA. For other individual investors and those who have not confirmed tax residence and not investing as a private person 20% withholding tax rate is applied. 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](#).

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.

## **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 UK Anguilla, Antigua and Barbuda, US Guam, US Samoa, US Virgin Islands, the British Virgin Islands, Belize, Russian Federation, Commonwealth of the Bahamas, Republic of Fiji, Republic of Palau, Republic of Panama, Independent State of Samoa, UK Turks and Caicos Islands, Republic of Trinidad and Tobago, Republic of Vanuatu. The list of mentioned countries and territories may be amended from time to time.

## 14. 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.1 (the "Issuer")**

(incorporated as a limited liability company and registered in the Republic of Latvia with registration number: 40203387618)  
LEI: 984500B4065C92C4FC69

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

relating to the Loans with the reference numbers:

[...]

issued by Mintos Finance Estonia OÜ (the SPV) to AS Renti (the Rental Company) linked to rental agreements concluded by the Rental Company with its renters

Terms used herein will be deemed to be as defined in the Base Prospectus dated [\*] [\*] 20[\*] for the purpose of the 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.

The Base Prospectus under which the Notes specified in these Final Terms are issued, loses its validity on [...] or by the publication of a new base prospectus for the Notes in the Programme currency related to the Rental Company immediately succeeding this Base Prospectus (the "New Base Prospectus") depending on which event occurs earlier (the "Expiry Date of the Base Prospectus"). Notwithstanding the above, the Notes specified in these Final Terms\* shall continue to be subject to the terms and conditions of the Base Prospectus. From the Expiry Date of the Base Prospectus, these Final Terms must be read in conjunction with the New Base Prospectus. The New Base Prospectus will be available (no later than the Expiry Date of the Base Prospectus) on the website [<https://www.mintos.com/en/>].

*\*Notes, which Maturity Date specified in the Final Terms exceeds Expiry Date of the Base Prospectus.*

### **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 (1.2.22.) and subject to the actual receipt by the Issuer from the Rental Company of the relevant payment in relation to the Loan
1.1.13.	Redemption Date (s):	Up to 10 Business Days after the corresponding Loan Repayment Date (1.2.22.) and subject to the actual receipt by the Issuer from the Rental Company of the relevant payment in relation to the Loan
1.1.14.	Indication of Yield:	[...] % per annum
1.1.15.	Buyback Obligation:	[...]

## 1.2. Information relating to the Series Specific Loans

Information relevant to the pool of Series Specific Loans and the Rental Agreements linked to them

Number	Disclosure requirement	Details
1.2.1.	Rental Agreement type:	[...]
1.2.2.	Rental Agreement currency:	[...]
1.2.3.	Total outstanding principal amount of Series Specific Loans transferred to the Issuer (EUR):	[...]
1.2.4.	Series Specific Loans Interest 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

### Information on the Series Specific Loans and the Rental Agreements linked to them

<b>Series Specific Loans</b>										
1.2.11. Loan ID	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.12. Outstanding principal amount	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.13. Final Repayment Date*	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
<b>Rental Agreements</b>										
1.2.14. Rental Agreement ID	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.15. Future cash flows (total)	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.16. Final Rent Term*	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.17. Initial Loan-to-Value (LTV) (%)	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.18. Current Loan-to-Value (LTV) (%)	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.19. Renter' s details	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.20. Collateral provided by the Renter to the Rental Company	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]
1.2.21. Collateral description	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]	[...]

\*Unless the early Loan repayment and/or the Loan term extension takes place. For more information, please see Section 12 “Terms and Conditions of the Notes” in the Base Prospectus.

#### 1.2.22. Loan Interest Payment Dates 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
[...]	[...] / [...]	[...] / [...]	[...] / [...]	[...] / [...]	[...] / [...]	[...] / [...]	[...] / [...]	[...] / [...]	[...] / [...]	[...] / [...]

## 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 1.2.1., 1.2.2., 1.2.14. – 1.2.21. above has been sourced from AS Renti (the Rental Company"). The information provided in the elements 1.2.3. - 1.2.13., and 1.2.22. above has been sourced from Mintos Finance Estonia OÜ (the "SPV").

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 Rental Company and/or SPV, 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 12.25. "Limitation of Liability" in the Base Prospectus applies.

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