

**PROSPECTUS FOR
LENDIFY TECHNOLOGIES AB (PUBL)**



**UP TO SEK 150,000,000
SENIOR SECURED FLOATING RATE NOTES**

4 JULY 2018

**Issuing Agent:
ABG Sundal Collier ASA**

Important Information

This prospectus (the “**Prospectus**”) has been prepared by Lendify Technologies AB (publ), Reg. No. 559003-8633 (the “**Issuer**” or “**Lendify Technologies**”), in relation to the application for listing of the up to SEK 150,000,000 senior secured floating notes (the “**Notes**”) on the Regulated Market NDX operated by Nordic Growth Market AB (“**NGM**”). ABG Sundal Collier ASA has acted as financial advisor to the Issuer in relation to the listing of the Notes on NGM.

This Prospectus has been prepared in accordance with the rules and regulations of the Swedish Financial Instruments Trading Act (Sw. *lag (1991:980) om handel med finansiella instrument*) and Commission Regulation (EC) no 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council. This Prospectus has been approved by and registered with the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) in accordance with the provisions in Chapter 2, Sections 25 and 26 of the Swedish Financial Instruments Trading Act. It should be noted that such approval and such registration does not constitute any guarantee from the Swedish Financial Supervisory Authority that the information in this Prospectus is accurate or complete.

This Prospectus is governed by Swedish law and the courts of Sweden have exclusive jurisdiction to settle any dispute arising out of or in connection with this Prospectus. This Prospectus shall be read together with all documents which have been incorporated by reference (see “*Documents incorporated by reference*”) and any supplements to this Prospectus.

This Prospectus will be available at the Swedish Financial Supervisory Authority's website (([www](http://www.fi.se)).fi.se) and the Issuer's website (<https://lendify.se/investmentfunds/lendifytechnologies>). Paper copies may be obtained from the Issuer.

Unless otherwise explicitly stated, no information contained in this Prospectus has been audited or reviewed by auditors. Certain financial and other information set forth in this Prospectus has been rounded off and, as a result, the numerical figures shown as totals in this Prospectus may vary slightly from the exact arithmetic aggregation of the figures that precede them.

This Prospectus is not an offer for sale or a solicitation of an offer to purchase the Notes in any jurisdiction. It has been prepared solely for the purpose of listing the Notes on NGM. This Prospectus may not be distributed in any country where such distribution or disposal requires an additional prospectus, registration or additional measures or is contrary to the rules and regulations in such country. Persons into whose possession this Prospectus comes or persons who acquire the Notes are therefore required to inform themselves about, and to observe, such restrictions. The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or any U.S. state securities laws and may be subject to U.S. tax law requirements. The Issuer has not undertaken to register the Notes under the Securities Act or any U.S. state securities laws or to affect any exchange offer for the Notes in the future. Furthermore, the Issuer has not registered the Notes under any other country's securities laws. It is the investor's obligation to ensure that the offers and sales of the Notes comply with all applicable securities laws.

The Notes may not be a suitable investment for all investors and each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risk of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact other Notes will have on its overall investment portfolio; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes; (iv) understand thoroughly the Terms and Conditions; and (v) be able to evaluate (either alone or with help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

THIS PROSPECTUS HAS BEEN PRODUCED IN AN ENGLISH LANGUAGE VERSION ONLY.

Forward-looking statements

This Prospectus may contain forward-looking statements and assumptions regarding future market conditions, operations and results. Such forward-looking statements and information are based on the beliefs of the Issuer's management or are assumptions based on information available to the Issuer. The words “considers”, “intends”, “deems”, “expects”, “anticipates”, “plans” and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. Any forward-looking statements in this Prospectus involve known and unknown risks, uncertainties and other factors which may cause the actual results, performances or achievements of the Issuer to be materially different from any future remits, performances or achievements expressed or implied by such forward-looking statements. Further, such forward-looking statements are based on numerous assumptions regarding the Issuer's present and future business strategies and the environment in which the Issuer will operate in the future. Although the Issuer believes that the forecasts of or indications of future results, performances and achievements are based on reasonable assumptions and expectations, they involve uncertainties and are subject to certain risks, the occurrence of which could cause actual results to differ materially from those predicted in the forward-looking statements and from past results, performances or achievements. Further, actual events and financial outcomes may differ significantly from what is described in such statements as a result of the materialisation of risks and other factors affecting the Issuer's operations. Such factors of a significant nature are mentioned in the section “*Risk Factors*” below.

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Risk factors

Investing in the Notes involves inherent risks. A number of risk factors and uncertainties may adversely affect the Issuer. These risk factors include, but are not limited to, financial risks, credit risk, technical risks, risks related to the business operations of the Issuer, and regulatory risks. If any of these or other risks or uncertainties actually occurs, the business, operating results and financial condition of the Issuer could be materially and adversely affected, which could have a material adverse effect on the Issuer's ability to fulfil its obligations under the Notes. The risks presented in this Prospectus are not exhaustive, and other risks not presently known to the Issuer, or that the Issuer currently deems immaterial, and therefore not discussed herein, may also adversely affect the Issuer and adversely affect the price of the Notes and the Issuer's ability to service its debt obligations.

Prospective investors should carefully consider the information contained in this Prospectus as well as any other information provided about the Issuer or the Notes before making an investment decision. In addition a prospective investor must, alone or together with its financial and other advisors, engage in a general evaluation of external facts, other provided information and general information about the market in which the Issuer is active and other companies reasonably comparable to the Issuer from its own perspective. A prospective investor should have adequate knowledge to evaluate the risk factors as well as sufficient financial strength to bear these risks.

The risk factors below are not ranked in any specific order.

Risks relating to the Issuer and its operations

Counterparty risk

Counterparty risk is the risk that the counterparty of a contract will not live up to its contractual obligations. The Issuer is exposed to counterparty risk in all contracts, not only specifically towards the Parent and its debtors, but also towards e.g. banks, payment intermediaries and other contractual counterparties. The materialization of counterparty risks incurred towards banks and other counterparties will adversely affect the Issuer's business, results of operations, financial position and future prospects.

Risks relating to the Issuer being dependent on the licensing agreement with the Parent and the Parent itself

A significant part of the Issuer's assets and revenues are generated from or are otherwise dependent on the Parent. Accordingly, the Issuer is dependent upon receipt of, *inter alia*, the license fee for the technology platform from the Parent to enable it to make payments under the Notes. The Issuer is legally separate and distinct from the Parent and the Parent has no obligation to pay amounts due with respect to the Issuer's obligations and commitments, including the Notes, or generally to make funds available for such payments (other than the mentioned license fee and other contractual obligations). The ability of the Parent to make such payments to the Issuer (if any) is subject to, among other things, the availability of funds.

The Issuer is dependent on the agreement entered into with the Parent through which the Issuer licenses the use of its technology platform to the Parent, which is used by the Parent for its core business. Should the Parent be unable to fulfill its obligations under the licensing agreement and the Issuer does not receive sufficient income from the Parent, the Issuer's operations, financial

position and results would be adversely affected and there is a risk that the investor's ability to receive payment under the Notes will be adversely affected.

Technical risks associated with the market and changes in customer behaviour

In order to maintain competitiveness of the Issuer's platform, which is key for attracting and retaining customers, there is a need to update the platform and services provided (including internal systems) on an on-going basis. There are changes in customer behaviour and preferences over time, which require updated offerings by the Issuer. A challenge is to follow the changes in customer behaviour and to adapt the services and the platform to meet the customer's demands. Should the Issuer fail to develop or purchase products and/or services that meet the customer's demands, there is a risk that the Issuer will lose business and revenues to its competitors, which in turn would have an adverse effect on the Issuer's business, financial position or results of operations.

There is a risk that the Issuer does not succeed in preserving and enhancing its brand

The future success of the Issuer will be dependent on its ability and efforts to preserve and enhance its brand and given the importance of trademarks and domain names of the Issuer and the Parent, there is a risk that its future success is impaired, should the Issuer fail to build and maintain its brand perception. Further, there is a risk that any other measures taken by the Issuer to preserve and enhance its brand, will be unsuccessful, or that the brand will be damaged if a third party acts in a way that has an adverse effect on the Issuer. If the Issuer is unsuccessful in preserving or enhancing its brand, there is a risk that this will limit the Issuer's ability to retain and extend its customer base, which would have a significant adverse effect on the Issuer's business, financial position and results of operations.

Risks associated with a high reliance on external systems and parties in order to conduct its business

The Issuer and the proper functioning and output of its technology platform is highly reliant on integrations with and services and software provided by external service providers, such as (but not limited to) Upplysningscentralen, Azure, PortsGroup, Trapets, Signicat, BankID, FortNox, Handelsbanken and Trustly. Should one or more of these external service providers, which are providers of, *inter alia*, technical solutions, payment and accounting solutions, information and IT services, fail to perform their obligations to the Issuer, this would affect the Issuer's business which would harm the Issuer's brand and reputation on the market, result in losses of revenues, affect the loyalty of customers in the long-term and, by extension, also the Issuer's business financial positions and results of operations.

Risks relating to the Issuer's IT-systems and technology platform

The Issuer has developed its own technology platform, which is an integrated core part of the Parent's business and at the centre of the Issuer's offer to its prospective customers. Like all online services, the Issuer's systems can suffer from downtime and other technical issues. This can be a result of many different reasons, and can be both within and beyond the Issuer's control. In the event of downtime or other technical issues, the Issuer's sites can be partially or completely inaccessible to end users, which would have an impact on the Issuer's earnings. There is a risk that potential interference, cyber-attacks or technical problems with the Issuer's servers results in a loss of earnings, reduced confidence in the Issuer and claims for damages.

The Issuer may in the future, to some extent, use open source code (open source software) when developing its technology platform. Among the open source licenses that may apply are GPL (General Public License) licenses. Some open source software licenses require developers who distribute open source software as part of their software to publicly disclose all or part of the source code to such software or make available any derivative works of the open source code on unfavourable terms or at no cost. The terms of various open source licenses have not been interpreted by courts, and there is a risk that such licenses could be construed in a manner that imposes unanticipated conditions or restrictions on the Issuer's ability to market its technology platform. Should the open source software be used in a manner that would require the Issuer to disclose its open source code or result in a breach of the terms of an open source agreement, the Issuer would be required to release its proprietary source code, pay damages for breach of contract, re-engineer its technology platform, discontinue distribution in the event re-engineering cannot be accomplished on a timely basis or take other remedial action that would divert resources away from the Issuer's technology platform development efforts, any of which would harm the Issuer's reputation, result in customer losses, increase the Issuer's costs or otherwise have a material adverse effect on the Issuer's business, financial positions and results of operations.

Risks relating to disruptions in the global credit markets and economy

Financial markets are subject to periods of volatility which may impact the Issuer's ability to raise debt in a similar manner, and at a similar cost, to the funding raised in the past. During the financial crisis in 2007 to 2009, the global financial system experienced severe credit and liquidity conditions and disruptions leading to a reduction in liquidity, greater volatility, general widening of spreads and, in some cases, lack of price transparency in money and capital markets interest rates. During 2012, in addition to the high sovereign budget deficits and debt in Greece, Ireland and Portugal, the European economy subsequently weakened and the status of government finances in mainly Spain and Italy declined, causing attention to once again be directed to the serious fiscal, monetary and political challenges faced by Europe. Despite rescue packages provided to certain of the aforementioned countries during the past years, uncertainty over the outcome of these measures and worries about sovereign finances and the stability of the euro area have continued to persist, not least when considering the downgraded credit ratings of several EU countries, and have resulted in volatility in the global credit and liquidity markets. Market concerns over exposure of European banks and insurers to these countries as well as to each other have also resulted in a widening of credit spreads, increased costs of funding and negative credit ratings outlook for some European financial institutions.

These conditions and changes in investment markets, including changes in interest rates, exchange rates and returns from equity, property and other investments, will affect the financial performance of the Issuer. In addition, the financial performance of the Issuer would be adversely affected by a worsening of general economic conditions in the markets in which it operates.

Interest rate risk

Interest rate risk is the risk that the Issuer's current and future net interest deteriorates due to an unfavourable change in the market. Interest rate risk arises when the interest rates cannot be changed simultaneously on the funding and lending sides. A deterioration of the Issuer's net interest due to an unfavourable change in the market would have a material adverse effect on the Issuer's operations, financial position and results.

Risk regarding availability of capital

Availability of capital is an important risk with regard to business growth potential. Since most of the business costs are fixed costs, greater business volume increases profitability substantially. Correspondingly, costs must be cut if sufficient capital is not available. Also, there is a risk that the Issuer becomes unable to fulfil its commitments or that it becomes able to fulfil its commitments only by borrowing cash and cash equivalents at a significantly higher cost, due to insufficient cash and cash equivalents currently held. The realisation of any of the aforementioned risks would adversely affect the Issuer's financial position and results of operations.

Strategic risk

Strategic risk is the risk of loss of current revenue streams or missed future revenue opportunities because of changing market conditions through economic downturns, increased competition, business laws/regulations or other external factors that negatively affect the Issuer's business model. Strategic risk also includes the risk that third parties adversely affect the Issuer's brand. Macroeconomic developments in the business environment are affected by various events and scenarios. An economic downturn may occur by e.g. a deeper economic crisis in the Euro zone, further global slowdown or a price drop on properties. The realisation of any of the aforementioned risks would adversely affect the Issuer's financial position and results of operations.

Agreements with account bank and payment service providers

The Issuer is dependent on certain material agreements entered into with primarily Handelsbanken in respect of payments and transfer of funds. If the Issuer would fail to comply with material provisions in such agreements the agreements may be terminated. In the event that Handelsbanken, for any reason, ceases to cooperate with the Issuer, the Issuer's financial position and results of operations will be materially adversely affected.

Regulatory risk

The Issuer's operations are or may be subject to legislation, rules, guidance, codes of conduct and government policies. Regulatory authorities have or may have broad jurisdiction over many aspects of the Issuer's business, which especially apply to financial services laws, regulations, rules, guidance, codes of conduct, government policies and/or their respective interpretations that currently and indirectly affect the Issuer. Moreover, these may change and the Issuer cannot predict future initiatives or amendments in ways that will have a material adverse effect on the Issuer's business, financial condition, results of operations and prospects.

A number of legislations and regulations, taxes and rules can affect the business conducted by the Issuer. New or amended legislations and regulations could call for unexpected costs or impose restrictions on the development of the business operations or otherwise affect earnings, which would have an adverse effect on the Issuer's business and results of business operations.

Modifications to existing legislation, regulation, guidance, codes of conduct, government policies and/or their respective interpretations and/or new legislative and/or regulatory initiatives may affect the industry and markets in which the Issuer operates. The Issuer's financial performance would be negatively and adversely affected should unforeseen events relating to regulatory risks arise in the future in relation to, for example, the Issuer's current product range and activities, the sales and pricing of its products, its profitability, solvency and capital requirements and such events would also give rise to increased costs of compliance.

Supervision, regulations and orders by the Swedish Financial Supervisory Authority

The company group to which the Issuer is part is under supervision by, and subject to certain regulations and orders of, the Swedish Financial Supervisory Authority (the “**SFSA**”). In the performance of its supervisory and other duties or functions, there is a risk that the SFSA could (as a result of the Notes Issue, the outsourcing in accordance with the Technology Platform Lease Agreement or for any other reason related to operations or structure of the group to which the Issuer and the Parent is part) direct orders, requests or other actions towards the Issuer or the Parent. As a result of such orders, requests or actions by the SFSA, (i) the Issuer and/or the Parent would have to cease or restructure, or change the scope of, certain of its business activities, (ii) the Issuer and/or the Parent would be subject to punitive fines (Sw. *sanktionsavgift*), (iii) the Parent’s licence to provide payment services would be revoked, or (iv) the Parent’s ability to renew or reapply for current or future licences with the SFSA would be adversely affected. If any such risk would materialize, it would adversely affect the Issuer’s operations, financial position and earnings and there is a risk that the investor’s ability to receive payment under the Notes will be adversely affected.

Specifically, due to on-going regulatory changes, the SFSA has requested that all companies with payment services license, including the Parent, renew or reapply for its license to provide payment services. Further, the SFSA has requested that the Issuer, the Parent and certain other companies within the Parent’s group submit certain information for the SFSA’s review regarding, *inter alia*, the Parent’s group’s financial information, business operations and financing arrangements (both internal and external) in order for the SFSA to further investigate and determine the regulatory requirements applicable to the Parent’s group pursuant to the Banking and Financing Business Act (SFS 2004:297) (Sw. *lag (2004:297) om bank- och finansieringsrörelse*).

In the event that the SFSA as a result of its on-going supervisory matter in relation to the Parent’s group, concludes that the Parent’s group is conducting financing business (Sw. *finansieringsrörelse*), there is a risk that the SFSA orders that, *inter alia*, (i) the relevant group company/ies cease carrying out such financing business, (ii) the company deemed to be conducting such financing business be subject to punitive fines in accordance with the provisions of the Banking and Financing Business Act or (iii) the Parent’s licence to provide payment services shall be revoked or not renewed.

Any such order or other applicable action by the SFSA as a result of the on-going procedures with the SFSA would have a material adverse effect on the Parent’s group and the Issuer’s business, financial position and earnings.

Changes in legislation

A number of legislation and regulations, taxes and rules can affect the business conducted by the Issuer. New or amended legislation and regulations could call for unexpected costs or impose restrictions on the development of the Issuer’s business operations or otherwise affect earnings, which would have an adverse effect on the Issuer’s business and results of business operations.

Personal data security risks

The General Data Protection Regulation (Regulation (EU) 2016/679) (the “**Regulation**”) has been adopted at EU level and recently became applicable, effective 25 May 2018. The Regulation applies immediately throughout the EU and will replace the Swedish Personal Data Act (Sw. *personuppgiftslagen* (1998:204)). The Regulation contains provisions that already existed in the

Swedish Personal Data Act, but also implements new or changed provisions compared to the previous rules. The Regulation also contains more stringent sanctions for failure to comply with the rules. Among other things, the supervisory authority is given the right to impose administrative fines of up to EUR 20 million, or four per cent. of the annual global turnover, if the Issuer breaches certain rules. Any failure by the Issuer to adapt to the new rules and comply with the Regulation would subject it to litigation, civil or criminal penalties and adverse publicity, which would affect the Issuer's operations, financial position and earnings. As a part of the Issuer's businesses includes processing of personal data, the Issuer is obliged to comply with the data protection regulation and it to update routines and IT systems to comply with the relevant rules is costly.

Intra-group transactions

Business transactions between entities within the Issuer's group are occurring, primarily consisting of transfers of receivables from the Parent and IT/IPR services being licensed from the Issuer to the Parent. The transactions are conducted on arm's length basis and in the same way as would have been the case had the parties been unaffiliated counterparties. Adverse changes in the credit quality or liquidity position of the relevant group companies would affect the recovery and value of the Issuer's assets and would consequently materially and adversely affect the Issuer's financial position and results of operations.

In addition, other services are exchanged between the entities within the Issuer's group on arm's length basis. Should an entity within the Issuer's group for any reason end up in financial difficulties, and subsequently be unable to pay the relevant group company for such services, it would have an adverse effect on the Issuer's earnings and financial positions.

VAT Group

The Parent, Lendify Sweden 1 AB (publ), Lendify Sweden 2 AB (publ), Lendify Finance AB and the Issuer form a VAT Group. The members of the VAT Group are seen as one entity from a value added tax perspective and sales of goods and services between members of the VAT Group will not be subject to value added tax. The Parent is registered as Principal (Sw. *grupphuvudman*) for the VAT Group and is therefore primarily responsible for reporting and paying any value added tax that the VAT Group may be liable to pay. However, the members of the VAT Group share reporting and payment responsibility, and should the Principal be unable to fulfil its obligations, the Issuer will together with Lendify Sweden 1 AB (publ), Lendify Sweden 2 AB (publ) and Lendify Finance AB be liable to pay the value added tax payable by the VAT Group, which will negatively affect the Issuer's ability to repay the Notes.

Taxes and charges

In the event that the Issuer's interpretation of tax laws, treaties and regulations or their applicability is incorrect, if one or more governmental authorities successfully make negative tax adjustments with regard to the Issuer or if the applicable laws, treaties, regulations or governmental interpretations thereof or administrative practice in relation thereto change, including with retroactive effect, the Issuer's past or current tax positions may be challenged. In the event tax authorities were to succeed with such claims, this would result in an increased tax cost, including tax surcharges and interest which would have a negative impact on the Issuer's business, financial position and earnings.

Since the laws, treaties and other regulations on taxation, as well as other fiscal charges, have historically been subject to frequent changes, further changes are expected in the future in the

jurisdictions where the Issuer operates, possibly with a retroactive effect. Any such changes would have a significant impact on the Issuer's tax burden, as well as a negative impact on the Issuer's business, financial position and earnings.

Accounting risk

The Issuer is affected by current applicable accounting legislation and accounting principles. This means that the Issuer's accounting, financial reporting and internal control, in the future, may be affected and in need of adaption to new accounting principles and/or changed application of such legislation. This would entail uncertainty regarding the Issuer's accounting, financial reporting and internal control and would also affect the Issuer's reported earnings, balance sheet and equity, which would adversely affect the Issuer's business, financial position and earnings.

Ownership

The Parent, who wholly owns the Issuer, is currently controlled by a handful major shareholders, whose interests may conflict with the Noteholders', particularly if the Issuer encounters difficulties or is unable to pay its debts as they fall due. The owners have the power to control all matters to be decided by vote at a shareholders' meeting and have the ability to appoint the board of directors of the Issuer companies. Furthermore, the owners may also have an interest in pursuing acquisitions, divestitures, financings or other transactions that, in their judgment, could enhance their equity investments, all transactions of which might involve increased risks for the Noteholders. There is nothing in the Terms and Conditions that prevent the owners or any of their affiliates from acquiring businesses that directly compete with the Issuer. If such event would occur, it would adversely affect the Issuer's operations, financial position and results.

Risk related to compliance with legislation and policies

The Issuer is exposed to a risk that the senior management of the Issuer may make decisions that are not in accordance with the strategy, internal guidelines and/or policies of the Issuer. In addition, employees of the Issuer and/or its customers and suppliers may act in a way that is unethical, criminal (e.g. violations of applicable corruption and bribery legislation) or otherwise in breach of applicable legislation and regulations, or the Issuer's internal guidelines and policies. If the Issuer's internal control and other measures taken to ensure compliance with legislation, rules and regulations, internal guidelines and policies prove to be insufficient, this would damage the Issuer's reputation which in turn would adversely affect the Issuer's operations, financial position and results.

Risks relating to business expansion

From time to time, the Issuer may evaluate potential organic expansion of its business or acquisitions that are in line with the Issuer's strategic objectives.

Expansions may present certain financial, managerial and operational risks, including diversion of management's attention from existing core business, challenges when integrating or separating new businesses from existing operations and challenges presented by investments which may not achieve sales levels and profitability that justify the resources spent. Expansion could also result in dilutive issuances of the Issuer's equity securities, the incurrence of debt, contingent liabilities, amortization, costs, impairment of goodwill or restructuring charges, any of which would have an adverse effect on the Issuer's business, earnings or financial position.

Operational risks

The Issuer's business is highly dependent on its IT platform, through which new customers are sourced and the consumer credits are mediated and handled, and through which a large number of transactions must be processed efficiently and accurately. The Issuer's ability to develop and maintain its operations and the IT platform, to comply with applicable regulations and to provide high-quality customer service in the future depends on the success of its business continuity planning, the uninterrupted and efficient operations of its information and communication systems, and the successful development and implementation of new systems.

Operational risk arises from human errors and system faults, insufficient or defective internal procedures or systematic internal fraud prevention as well as external events. Operational risk also includes risk pertaining to reputation and strategy as well as legal risk. There is a risk that deficiencies or errors in internal processes and control routines, human errors, or external events that affect operations occur. Such errors would lead to large implications for the Issuer, as the Issuer's technology platform is used by its customers to conduct business in highly regulated environments. This would result in a material adverse effect on the Issuer's financial position, business and products and services it offers or its assets.

Risks related to IT infrastructure and intellectual property rights

The Issuer depends on information technology to manage critical business processes, including the running of its lending platform, as well as administrative functions. Extensive downtime of network servers, IT attacks or other disruptions or failure of information technology systems may occur and would have a material adverse effect on the Issuer's operations and would cause transaction errors and loss of customers.

The Issuer's IT platform is developed in-house and is also dependent on services from external providers and licenses from third parties. The Issuer is particular dependent on two major external providers and if one or both terminates their cooperation or license arrangements with the Issuer, this would have an adverse effect on the Issuer's business, earnings or financial position.

There is a risk that competitors or other third parties could (lawfully or unlawfully) seek to use or infringe the Issuer's intellectual property rights and the Issuer's technology platform. There is also a risk that a third party could assert, and acquire, better rights to intellectual property rights used by the Issuer. Such actions could result in claims for damages or claims to cease using these rights being brought against the Issuer. Should the claims be successful they would have an adverse effect on the Issuer's businesses, financial position or results of operations.

Risks related to leaked confidential information

The Issuer's operations rely heavily on confidential, strategic and other sensitive information and there is a risk that such information relating to the Issuer may be revealed to unauthorised persons. If this were to occur, it would have a negative impact on the Issuer's operations, financial position and earnings, and the performance of the Issuer under the Notes.

Key personnel

The Issuer is dependent upon certain key employees that have developed the current efficient day-to-day operations and crucial IT systems within the Issuer's group. There is a risk that key personnel will leave the Issuer in the future, or that they will take up employment with a competing

business, which would have a negative effect on the Issuer's operations, earnings and financial position. There is furthermore a risk that the Issuer will not be able to recruit new, qualified personnel to necessary or desired extent.

Negative publicity

The Issuer relies, among other things, on its brand to maintain and attract new customers and employees. Any negative publicity or announcement relating to the Issuer may deteriorate the brand value, which would have a negative effect on net sales, earnings and financial position.

Legal disputes

Claims or legal action may in the future be made or initiated against the Issuer and would, if successful, have significant unfavourable effects on the Issuer's financial position, performance and market position or on the pricing of the Notes. The risk of claims or legal action also relates to intellectual property rights, such as patents and trademarks, as the Issuer regularly assumes liability for any infringement of third party intellectual property rights in relation to its customers.

Trademarks and domain names

The Issuer is currently offering its technology platform via the website of the Parent. The Issuer's and the Parent's trademarks and domain names are important parts of the Issuer's business. Should their trademark or domain names, as used in the current business of the Issuer, not be owned or controlled by the Parent or the Issuer there is a risk that the future use of the domain name is not properly secured and that the Issuer will lose access to important domains in the future, resulting in adverse effects on the Issuer's business, earnings or financial position.

Ability to capitalise on the existing customer relationship and dependency on key customers

The Parent is currently the Issuer's largest customer and accounts for all of the Issuer's turnover. Should the Issuer not be able to maintain its existing customer and otherwise capitalise on this relationship, it would result in decreased sales, which in turn would have an adverse effect on the Issuer's business, financial position and results of operation.

Insurance coverage

There is a risk that the Issuer will sustain damages or incur liability claims that are not covered by the Issuer's insurance policies, in whole or in part. Furthermore, there is a risk that claims against the Issuer, regardless if covered by the Issuer's insurance policies, will result in an increase in the Issuer's premiums. There is a risk that the Issuer will not be able to obtain new or maintain existing insurances in the future on acceptable terms, or at all. Not being adequately insured or significant increases in the Issuer's insurance premiums would have an adverse effect on the Issuer's business, financial position and results of operations.

Competitive landscape

The Issuer has a number of competitors across all of its different segments and markets. It is possible that these competitors will grow to be stronger in the future, for example, by means of consolidation in the market. If the Issuer is not able to compete successfully against current as well as future competitors, it will have a negative effect on the Issuer's operations, earnings and financial position and ultimately the Issuer's ability to repay the Notes.

Risks relating to the Notes

The value of the Notes depends on a number of economic, financial and political factors

The value of the Notes depends on a number of interrelated factors, including economic, financial and political events in Sweden or elsewhere, including factors affecting capital markets generally and the exchange on which the Notes are traded.

Credit risks

Investors in the Notes are exposed to credit risk in relation to the Issuer. An investor's possibility to obtain payment in accordance with the Terms and Conditions is therefore dependent on the Issuer's ability to meet its payment obligations. The Issuer's financial position is affected by a number of factors, such as the Parent being able to fulfil its obligations to pay its licensing fee under the technology licensing agreement. An increase in credit risk may also cause the market to price the Notes with a higher risk premium, which would adversely affect the value of the Notes.

Dependency on the Parent

The Issuer is heavily dependent on the Parent to pay the monthly licensing fee of SEK 2,000,000 in order to generate its cash flow. Should the Parent not be able to keep paying the licensing or should the Parent otherwise be unable to fulfill its obligations under the licensing agreement the Issuer's operations, financial position and result will be adversely affected and there is a risk that the investor's ability to receive payment under the Notes will be adversely affected.

On-going procedures with the Swedish Financial Supervisory Authority

In the event that the SFSA as a result of its on-going supervisory matter in relation to the Parent's group (as further detailed above), concludes that the Parent's group is conducting financing business, there is a risk that the SFSA orders that, *inter alia*, (i) the relevant group company/ies cease carrying out such financing business, (ii) the company deemed to be conducting such financing business be subject to punitive fines in accordance with the provisions of the Banking and Financing Business Act or (iii) the Parent's licence to provide payment services shall be revoked or not renewed.

Any such order or other applicable action by the SFSA as a result of the on-going procedures with the SFSA would have a material adverse effect on the Issuer's business, financial position, earnings and on the Noteholders' recovery under the Notes.

Refinancing risk

The Issuer may be required to refinance certain or all of its outstanding debt, including the Notes. The Issuer's ability to successfully refinance its debts is dependent on the conditions of the capital markets and its financial condition at such time. Even if the capital markets improve, the Issuer's access to financing sources may not be available on favourable terms, or at all. The Issuer must raise new finance at the maturity of the Notes to be able to repay the Notes in full. The Issuer's and the Issuer's inability to refinance its debt obligations on favourable terms, or at all, would have a material adverse effect on the Issuer's business, financial condition and results of operations and on the Noteholders' recovery under the Notes.

Ability to comply with the Terms and Conditions

The Issuer is required to comply with the Terms and Conditions. There is a risk that events beyond the Issuer's control, including changes in the economic and business condition in which the Issuer operates, will affect the Issuer's ability to comply with, among other things, the undertakings set out in the Terms and Conditions and other transaction documents. A breach of the Terms and Conditions could result in a default under the Terms and Conditions, which would lead to an acceleration of the Notes, resulting in that the Issuer has to repay the Noteholders. It is possible that the Issuer will not have sufficient funds at the time of the repayment to make the required redemption of Notes.

Secondary market and liquidity risks

The Issuer intends to list the Notes on NDX operated by Nordic Growth Market AB or another regulated market. Even though securities are admitted to trading on a regulated market, active trading in the securities does not always occur and hence there is a risk that a liquid market for trading in the Notes will not exist or is maintained after the Notes have been listed. This may result in that the Noteholders cannot sell their Notes when desired or at a price level which allows for a profit comparable to similar investments with an active and functioning secondary market. Lack of liquidity in the market may have a negative impact on the market value of the Notes. Furthermore, the nominal value of the Notes may not be indicative compared to the market price of the Notes if the Notes are admitted for trading on the regulated market.

It should also be noted that during a given time period it may be difficult or impossible to sell the Notes (at all or at reasonable terms) due to, for example, severe price fluctuations, close down of the relevant market or trade restrictions imposed on the market.

Further, if the Issuer fails to procure listing in time, investors holding Notes on an investment savings account (Sw. *ISK* or *IS-konto*) will no longer be able to hold the Notes on such account, thus affecting such investor's tax situation.

The market price of the Notes may be volatile

The market price of the Notes could be subject to significant fluctuations in response to actual or anticipated variations in the Issuer's operating results and those of its competitors, adverse business developments, changes to the regulatory environment in which the Issuer operates, changes in financial estimates by securities analysts and the actual or expected sale of a large number of Notes, as well as other factors. In addition, the global financial markets have experienced significant price and volume fluctuations in recent years, which, if repeated in the future, would adversely affect the market price of the Notes without regard to the Issuer's operating results, financial condition or prospects.

Interest rate risk

The Notes' value depends on several factors, one of the most significant over time being the level of market interest. The Notes have a floating rate structure of three (3) months STIBOR plus a margin. Hence, the interest rate is to a certain extent adjusted for changes in the level of the general interest rate. There is a risk that an increase of the general interest rate level will adversely affect the value of the Notes. The general interest rate level is to a high degree affected by the Swedish and the international financial development and is outside the Issuer's control.

Change of law

This material, the Terms and Conditions and the other Finance Documents (as defined in the Terms and Conditions) are based on Swedish law in effect as at their respective date of issuance. There is a risk of possible judicial decisions or changes to Swedish law or administrative practice after the date of issuance of this material and the Terms and Conditions, the impact of which cannot be accurately predicted. There is a risk that changes or new legislation and administrative practices will adversely affect the investor's ability to receive payment under the Terms and Conditions.

Ability to service debt

The Issuer's ability to service its debt under the Notes will depend upon, among other things, the Issuer's future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, some of which are beyond the Issuer's control. If the Issuer's operating income is not sufficient to service its current or future indebtedness, the Issuer will be forced to take actions such as reducing or delaying its business activities, investments or capital expenditures, selling assets, restructuring or refinancing its debt or seeking additional equity capital. There is a risk that the Issuer will not be able to affect any of these remedies on satisfactory terms, or at all.

The primary factor upon which the Issuer ability to service debt under the Notes depend on is the Parent's ability to pay the licensing fee under the technology platform agreement. For further information about this risk, please see the section *Risks relating to the Issuer being dependent on the licensing agreement with the Parent*.

Risks relating to the transaction security

The Issuer's obligations towards the Noteholders under the Notes are secured, but there is risk that the proceeds of any enforcement sale of the security assets will be insufficient to satisfy all amounts then owed to the Noteholders. Furthermore, if the Issuer issues additional Notes, there is a risk that the security position of the existing Noteholders will be impaired.

The Noteholders will be represented by the Agent in all matters relating to the transaction security. There is a risk that the Agent, or anyone appointed by it, does not properly fulfil its obligations in terms of perfecting, maintaining, enforcing or taking other necessary actions in relation to the transaction security. The transaction security is subject to certain hardening periods during which times the Noteholders do not fully, or at all, benefit from the transaction security. The Agent shall take enforcement instructions from the Noteholders. However, it is possible that the Agent will act in a manner that is not preferable to the Noteholders.

The Agent is entitled to enter into agreements with the Issuer or a third party or take any other actions necessary for the purpose of maintaining, releasing or enforcing the transaction security or for the purpose of settling, among others, the Noteholders' rights to the security.

Transaction security granted to secure the Notes may be unenforceable or enforcement of the security may be delayed according to Swedish law or any other applicable laws. The enforceability of the transaction security may be subject to a certain degree of uncertainty. Applicable law may require that a security interest in certain assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party or the security provider. The transaction security may not be perfected if the Agent or the relevant security provider is not able to or does not take the actions necessary to perfect or maintain the perfection of any such security.

Such failure would result in the invalidity of the relevant transaction security or adversely affect the priority of such security interest in favour of third parties, including an agent in bankruptcy and other creditors who claim a security interest in the same transaction security.

If the Issuer is unable to make repayment under the Notes and a court renders a judgment that the security granted in respect of the Notes is unenforceable, the Noteholders will find it difficult or impossible to recover the amounts owed to them under the Notes. There is a risk that the security granted in respect of the Notes is ineffective in respect of any of the Issuer's obligations under the Notes in the event the Issuer becomes insolvent. In addition, any enforcement may be delayed due to any inability to sell the security assets in a timely and efficient manner.

Risks relating to the enforcement of the transaction security

The pledge over all present and future Intellectual Property deriving from the Technology Platform (each term as defined in the Terms and Conditions) may not be enforceable in accordance with Swedish law. Furthermore, an enforcement of the security granted over the Intellectual Property deriving from the technology platform could prove to be problematic, impractical and subject to, *inter alia*, procurement of third party software licenses in order to be fully able to make use of the Technology Platform. As previously mentioned, there is a risk that the transaction security will not sufficiently cover the Noteholders claims in case of enforcement of the secured assets. In the event of a winding-up, reorganization, liquidation, administrative or other bankruptcy or insolvency proceeding, the Noteholders would normally receive payment after any prioritised creditors' receipt of payment in full. If the proceeds of an enforcement are not sufficient to repay all amounts due under or in respect of the Notes, then the Noteholders will only have an unsecured claim against the remaining assets (if any) of the Issuer for the amounts which remain outstanding under or in respect of the Notes.

Security over assets granted to third parties

The Issuer may subject to certain limitations from time to time incur additional financial indebtedness and provide additional security for such indebtedness. In the event of bankruptcy, reorganisation or winding-up of the Issuer, the Noteholders will be subordinated in right of payment out of the assets being subject to security.

Risks related to redemptions

Pursuant to the Terms and Conditions, the Issuer has a right to redeem the Notes prior to the final redemption date. If the Notes are redeemed before the final redemption date, the Noteholders have a right to receive an early redemption amount which exceeds the nominal amount in accordance with the Terms and Conditions. The right for the Issuer to redeem the Notes prior to the maturity date could affect the market value of the Notes.

The Issuer could exercise its right to early redemption of the Notes when the market value of the Notes is higher than the relevant redemption price, which would affect the investor's possibilities to re-invest the repaid amount on the same terms as the terms of the redeemed Notes. The investor should thus contemplate the risks involved in a voluntary early redemption or for that matter, the absence of an expected voluntary redemption, in light of alternative investment options available.

Further, pursuant to the Terms and Conditions, the Noteholders have the right to request prepayment of their Notes should Change of Control Event (as defined in the Terms and Conditions) occur. If a Noteholder wishes to exercise its option to prematurely redeem the Notes

following the occurrence of such an event, there is a risk that the Issuer will be exposed to an increased liquidity risk, i.e. the risk that the Issuer cannot fulfil its financial obligations due to a shortage of available cash or cash equivalent assets and that such financial obligations can only be fulfilled at a high financing cost or, in a worst-case scenario, not at all.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in SEK. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than SEK. These include the risk that exchange rates may significantly change (including changes due to devaluation of SEK or revaluation of Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to SEK would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors would receive less interest or principal than expected, or no interest or principal.

No action against the Issuer and Noteholders' representation

In accordance with the Terms and Conditions, the Agent represents all Noteholders in all matters relating to the Notes and the Noteholders are prevented from taking actions on their own against the Issuer. Consequently, individual Noteholders do not have the right to take legal actions to declare any default by claiming any payment from the Issuer and may therefore lack effective remedies unless and until a requisite majority of the Noteholders agree to take such action.

However, the possibility that a Noteholder, in certain situations, could bring its own action against the Issuer (in breach of the Terms and Conditions) cannot be ruled out, which would negatively impact an acceleration of the Notes or other action against the Issuer. To enable the Agent to represent Noteholders in court, the Noteholders and/or their nominees may have to submit a written power of attorney for legal proceedings. The failure of all Noteholders to submit such a power of attorney would negatively affect the legal proceedings. Under the Terms and Conditions, the Agent do in some cases have the right to make decisions and take measures that bind all Noteholders. Consequently, the actions of the Agent in such matters could impact a Noteholder's rights under the Terms and Conditions in a manner that would be undesirable for some of the Noteholders.

Risks relating to the Agent's actions and financial standing

By investing in the Notes, each Noteholder accepts the appointment of the Agent to act on its behalf and to perform administrative functions relating to the Notes. The Agent shall have, among other things, the right to represent the Noteholders in all court and administrative proceedings in respect of the Notes. However, the rights, duties and obligations of the Agent as the representative of the Noteholders are subject to the provisions of the Terms and Conditions and the agency agreement, and there are no specific legislation or market practice in Sweden (under which laws the Terms and Conditions are governed) which would govern the Agent's performance of its duties and obligations relating to the Notes. There is a risk that a failure by the Agent to perform its duties and obligations properly or at all will adversely affect the enforcement of the rights of Noteholders. Under the Terms and Conditions, the funds collected by the Agent as the representative of the Noteholders must be held separately from the funds of the Agent and be treated as escrow funds to

ensure that in the event of the Agent's bankruptcy, such funds can be separated for the benefit of the Noteholders. In the event the Agent fails to separate the funds in an appropriate manner, there is a risk that the funds will be included in the Agent's bankruptcy estate.

There is a risk that the Agent will be replaced by a successor Agent in accordance with the Terms and Conditions. Generally, the successor Agent has the same rights and obligations as the retired Agent. There is a risk that it will be difficult to find a successor Agent with commercially acceptable terms or at all. Further, it cannot be excluded that the successor Agent would not breach its obligations under the above documents or that insolvency proceedings would not be initiated against it.

Materialisation of any of the above risks would have a material adverse effect on the enforcement of the rights of the Noteholders and the rights of the Noteholders to receive payments under the Notes.

Noteholders' meetings, modification and waivers

The Terms and Conditions include certain provisions regarding Noteholders' meeting. Such meetings may be held in order to resolve on matters relating to the Noteholders' interests. The Terms and Conditions allow for stated majorities to bind all Noteholders, including Noteholders who have not taken part in the meeting and those who have voted differently to the required majority at a duly convened and conducted Noteholders' meeting. Consequently, the actions of the majority in such matters could impact a Noteholder's rights in a manner that would be undesirable for some of the Noteholders.

Risks relating to the clearing and settlement in Euroclear's book-entry system

The Notes will be affiliated to Euroclear Sweden's account-based system, and no physical notes will be issued. Clearing and settlement relating to the Notes will be carried out within Euroclear's book-entry system as well as payment of interest and repayment of the principal. Investors are therefore dependent on the functionality of Euroclear's account-based system, which is a factor that the Issuer cannot control. There is a risk that Euroclear's account-based system will not function properly and that investors, as a result thereof, will not receive payments under the Notes as they fall due.

Restrictions on the transferability of the Notes

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended, or any U.S. state securities laws. Subject to certain exemptions, a Noteholder may not offer or sell the Notes in the United States. The Issuer has not undertaken to register the Notes under the U.S. Securities Act or any U.S. state securities laws or to affect any exchange offer for the Notes in the future. Furthermore, the Issuer has not registered the Notes under any other country's securities laws. Each potential investor should observe and obey the transfer restrictions that apply to the Notes. It is the Noteholder's obligation to ensure that the offers and sales of the Notes comply with all applicable securities laws. Due to these restrictions, there is a risk that a Noteholder cannot sell its Notes as desired.

Legal investment considerations may restrict certain investments.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal

advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Conflicts of interest of the Bookrunner

ABG Sundal Collier AB (the “**Bookrunner**”) may have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Issuer and/or the Parent in the ordinary course of business. Accordingly, conflicts of interest may exist or may arise as a result of the Bookrunner having previously engaged, or in relation to future engagements, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

Statement of Responsibility

The Issuer issued the Initial Notes on 8 May 2018, as resolved on the meeting of the Board of Directors held on 3 May 2018. This Prospectus has been prepared in connection to the Issuer applying for admission of trading of the Notes on NGM and in accordance with the Commission Regulation (EC) no 809/2004 of 29 April 2004 implementing Directive 2003/71/EC as amended by the Directive 2010/73/EC of the European Parliament and of the Council and the rules and regulations in Chapter 2 of the Swedish Financial Instruments Trading Act.

The Issuer is responsible for the information set out in this Prospectus. The Issuer confirms that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of the Issuer's knowledge, in accordance with the actual conditions and contains no omissions likely to affect its import. The information in the Prospectus and in the documents incorporated by reference which derive from third parties has, as far as the Issuer is aware and can judge on basis of other information made public by the respective third party, been correctly represented and no information has been omitted which may serve to render the information misleading or incorrect.

The board of directors is responsible for the information set out in this Prospectus only under the conditions and to the extent set forth under Swedish law. The board of directors confirms that, having taken all reasonable care to ensure that such is the case, the information in this Prospectus is, to the best of the board of directors' knowledge, in accordance with the actual conditions and contains no omissions likely to affect its import.

Stockholm, 4 July 2018

Lendify Technologies AB (publ)

The board of directors

The Notes in Brief

This section contains a general description of the Notes. It does not claim to be comprehensive or cover all details of the Notes. Potential investors should therefore carefully consider the Prospectus as a whole, including documents incorporated by reference, before a decision is made to invest in the Notes. The Terms and Conditions for the Notes can be found in the section Terms and Conditions. Terms and concepts defined in the Terms and Conditions are used with the same meaning in this overview unless it is otherwise explicitly understood from the context or otherwise defined in this Prospectus.

The Issuer:	Lendify Technologies AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 559003-8633.
The Notes:	Up to SEK 150,000,000 with ISIN: SE0011089143.
Issue of Notes:	At the date of this Prospectus, an amount of Notes of SEK 150,000,000 has been issued on the First Issue Date on 8 May 2018. As the Total Nominal Amount is equal to SEK 150,000,000, the Issuer can at this point not issue any Subsequent Notes under this Prospectus, which, in accordance with the Terms and Conditions, may only be issued up to the aggregate maximum amount of SEK 150,000,000 on one or more subsequent dates. Any Subsequent Notes will be governed by the Terms and Conditions and will benefit from and be subject to the Finance Documents and will share security with the previously issued Notes.
Number of Notes:	75.
Type of securities:	Senior secured floating rate notes.
Type and rank of debt:	The Notes constitute direct, general, unconditional and secured obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference among them and at least <i>pari passu</i> with all other direct, unconditional and secured obligations of the Issuer, except obligations which are preferred by mandatory law and except as otherwise provided in the Finance Documents.
Security:	<p>The Notes are secured by</p> <ul style="list-style-type: none">(a) security over the Issuer's rights under the Technology Platform Lease Agreement;(b) security over all present and future Intellectual Property deriving from the Technology Platform; and(c) the Account Pledge Agreement. <p>See the definition of “Transaction Security” in clause 1.1 (<i>Definitions</i>) of the Terms and Conditions.</p>

<i>Listing:</i>	<p>The Issuer shall use its best efforts to ensure</p> <ul style="list-style-type: none"> (a) that the Notes are listed on the Regulated Market NDX operated by Nordic Growth Market AB or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market, within sixty (60) days of the First Issue Date; and (b) that the Notes, if admitted to trading on a Regulated Market, continue being listed thereon for as long as any Note is outstanding (however, subject to and taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Notes in close connection to the redemption of the Notes). <p>Upon any issue of Subsequent Notes, the Issuer shall promptly, but not later than thirty (30) Business Days after the relevant issue date, procure that the volume of Notes listed is increased accordingly.</p>
<i>Nominal Amount and Denomination:</i>	<p>The nominal amount of each Note is SEK 2,000,000 (the “Nominal Amount”, and the total aggregate Nominal Amount of the Notes outstanding at the relevant time shall hereinafter be referred to as the “Total Nominal Amount”). All Initial Notes are issued on a fully paid basis at an issue price of one hundred (100%) per cent. of the Nominal Amount. The Notes are denominated in SEK.</p>
<i>Central Securities Depository (the “CSD”):</i>	<p>The Issuer’s central securities depository and registrar in respect of the Notes is Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with the Terms and Conditions.</p> <p>The Notes will be connected with the account-based system of the CSD, for the purpose of having the payment of interest and principal managed by the CSD. The Notes have been registered for the Noteholders on their respective Securities Accounts and no physical notes have or will be issued.</p>
<i>First Issue Date:</i>	<p>8 May 2018.</p>
<i>Agent:</i>	<p>Intertrust (Sweden) AB, Swedish Reg. No. 556652-5476, or another party replacing it, as Agent, in accordance with the Terms and Conditions.</p> <p>The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the debt register (Sw. <i>skuldbok</i>) kept by the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.</p>

<i>Transferability:</i>	The Notes are freely transferable, but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
<i>Interest on the Notes:</i>	<p>The Notes carry interest at a floating interest rate, amounting to 3-months STIBOR plus the relevant Margin, payable quarterly in arrears on the Interest Payment Dates each year.</p> <p>Margin means:</p> <ul style="list-style-type: none"> - in respect of the period from (but excluding) the First Issue Date to (and including) the First Call Date, 10.00 per cent. <i>per annum</i>; - in respect of the period from (but excluding) the First Call Date to (and including) the date falling twenty four (24) months after the First Issue Date, 12.00 per cent. <i>per annum</i>; and; - in respect of the period from (but excluding) the date falling twenty four (24) months after the First Issue Date to (and including) the Final Maturity Date, 14.00 per cent. <i>per annum</i>. <p>Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by three hundred and sixty (360) (actual/360-days basis).</p>
<i>Benchmark:</i>	The above-mentioned interest rate (STIBOR) is, as of the date of this Prospectus, not provided by an administrator included in the register referred to in article 36 in the so called benchmarks regulation (Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014).
<i>Interest Payment Date:</i>	Interest on the Notes shall be paid on the Interest Payment Dates, being 8 February, 8 May, 8 August and 8 November of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 8 August 2018 and the last Interest Payment Date shall be the relevant Redemption Date.
<i>Voluntary total redemption (call option):</i>	Issuer may redeem all, but not only some, of the outstanding Notes in full on any Business Day falling before the Final Maturity Date. The Notes shall be redeemed at the Make Whole Amount or at the applicable Call Option Amount (as applicable) together with

	accrued but unpaid Interest in accordance with Clause 9.3 (<i>Voluntary total redemption</i>) of the Terms and Conditions.
<i>Early redemption due to illegality (call option):</i>	The Issuer may redeem all, but not some only, of the outstanding Notes at an amount per Note equal to the Outstanding Nominal Amount together with accrued but unpaid Interest on a Redemption Date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents in accordance with Clause 9.4 (<i>Early redemption due to illegality</i>) of the Terms and Conditions.
<i>First Call Date:</i>	Means the date falling twelve (12) months after the First Issue Date.
<i>Make Whole Amount:</i>	<p>Means:</p> <ul style="list-style-type: none"> (a) 105 per cent. of the Outstanding Nominal Amount as if such payment originally should have taken place on the First Call Date; and (b) the remaining interest payments (excluding accrued but unpaid Interest up to the relevant Redemption Date) up to and including the First Call Date (assuming that the Interest Rate for the period from the relevant record date to the First Call Date will be equal to the Interest Rate in effect on the date on which notice of redemption is given to the Noteholders), <p>together with accrued but unpaid Interest on the redeemed amount up to the relevant Redemption Date and where “relevant record date” shall mean a date agreed upon between the Agent, the CSD and the Issuer in connection with such repayment.</p>
<i>Call Option Amount:</i>	<p>Means:</p> <ul style="list-style-type: none"> (a) 105 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid Interest, if the Call Option is exercised on or after the First Call Date to, but not including, the date falling fifteen (15) months after the First Issue Date; (b) 102.5 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid Interest, if the Call Option is exercised on or after the date falling fifteen (15) months after the First Issue Date to, but not including, the date falling eighteen (18) months after the First Issue Date; (c) 101 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid Interest, if the Call Option is exercised on or after the date eighteen (18) months after the First Issue Date to, but not including, the date falling twenty four (24) months after the First

	<p>Issue Date;</p> <p>(d) 100 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid Interest, if the Call Option is exercised on or after the date falling twenty four (24) months after the First Issue Date to, but not including, the Final Maturity Date.</p>
<i>Mandatory repurchase due to a Change of Control Event (put option)</i>	<p>Upon the occurrence of a Change of Control Event, each Noteholder shall during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Change of Control Event pursuant to Clause 11.1.6 (after which time period such right shall lapse), have the right to request that all, or some only, of its Notes are repurchased at a price per Note equal to one hundred and one per cent. (101%) of the Outstanding Nominal Amount together with accrued but unpaid Interest. However, such period may not start earlier than upon the occurrence of the Change of Control Event in accordance with Clause 9.5 (<i>Mandatory repurchase due to a Change of Control Event</i>) of the Terms and Conditions.</p>
<i>Redemption Date:</i>	<p>The Final Maturity Date is 8 May 2021.</p> <p>The Issuer shall redeem all, but not some only, of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to the Outstanding Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.</p>
<i>Change of Control Event:</i>	<p>Means the occurrence of an event or series of events following the First Issue Date whereby one or more persons (other than JCE Sweden AB, Swedish Reg. No. 556962-4546), acting in concert, acquire control over the Parent, and where “control” means (a) acquiring or controlling, directly or indirectly, more than fifty (50) per cent. of the voting shares of the Parent, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Parent.</p>
<i>Maintenance Test:</i>	<p>The Issuer shall procure that, at each Interest Payment Date:</p> <p>(a) the ratio of Equity to Adjusted Total Assets is not lower than 1:10; and</p> <p>(b) an amount corresponding to at least the Minimum Interest Reserve Amount stands to the credit on the Interest Reserve Account.</p>
<i>Use of proceeds:</i>	<p>The Issuer shall apply the Net Proceeds from the issue of the Notes</p>

	<p>towards general corporate purposes of the Group (including the refinancing of existing indebtedness of the Group). For the avoidance of doubt, the Net Proceeds will not in any way be used for the purposes of originating or otherwise providing consumer loans.</p>
<i>Certain Covenants:</i>	<p>The Terms and Conditions contain a number of covenants which restrict the ability of the Issuer and other Group Companies, including, <i>inter alia</i>:</p> <ul style="list-style-type: none"> • restrictions on making changes to the nature of the Issuer's business; • a negative pledge, restricting the granting of security on Financial Indebtedness (as defined in the Terms and Conditions); • restrictions on the incurrence of Financial Indebtedness (as defined in the Terms and Conditions); and • limitations on the making of distributions and disposal of assets. <p>Some of these undertakings are subject to significant exceptions and qualifications, see the Terms and Conditions.</p>
<i>Prescription:</i>	<p>The right to receive repayment of the principal of the Notes shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three (3) years from the relevant due date for payment.</p> <p>If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. <i>preskriptionslag (1981:130)</i>), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Notes, and of three (3) years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations</p>
<i>Noteholder's rights:</i>	<p>A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.</p>
<i>Applicable law:</i>	<p>The Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.</p>

The Issuer submits to the non-exclusive jurisdiction of the City Court of Stockholm (Sw. *Stockholms tingsrätt*).

Risk Factors:

Investing in the Notes involves substantial risks and prospective investors should refer to the section “*Risk Factors*” for a description of certain factors that they should carefully consider before deciding to invest in the Notes.

Information about Lendify Technologies and its business

Company description

The Issuer, Lendify Technologies AB (publ) (being the Issuer's firm and trade name (Sw. *handelsbeteckning*), with Reg. No. 559003-8633, was founded on 12 December 2015 in Sweden in accordance with Swedish law. The Issuer is a Swedish public limited liability company and the Issuer's operations are regulated by Swedish law, including but not limited to, the Swedish Companies Act (Sw. *aktiebolagslagen (2005:551)*). The Issuer's registered address is Östermalmstorg 1, SE-114 42 Stockholm, Sweden and its registered seat is in the county of Stockholm, municipality of Stockholm.

According to the Issuer's articles of association, the Issuer's business shall be to conduct development and leasing of technical platform together with other operations compatible therewith.

Operations

The Issuer is a company with competence and capacity within IT and other operations comparable therewith. The Issuer's operations is mainly to own, operate, manage and lease its proprietary IT-platform designed to, *inter alia*, enable people to borrow money and lend money from each other, without the involvement of banks or other credit institutions (the "IT-platform"), which is often called peer-to-peer lending.

The Issuer's business concept is to harness the potential of the rapidly evolving lending market by providing customers with an efficient and secure IT-platform for peer-to-peer lending solutions as well as direct lending. The IT-Platform is designed to function as a market place through which consumer credits can be mediated and handled and through which a large number of transactions may be processed efficiently and accurately.

The IT-Platform is developed in-house but is also dependent on services from external providers and licenses from third parties. For example, the IT-Platform utilizes a services and systems cloud-platform provided by Microsoft (Azure), on which the Issuer keeps its production and development platform. The production systems are run in a virtually scalable environment, meaning that the system is able to duplicate itself to meet higher demands caused by high traffic. A fully automatic adaptive approach to the need and demand makes the platform dynamic and robust as well as easy to maintain. Maintenance of the virtually allocated servers is handled by Azure and their automated systems. Further, the IT-Platform utilizes external third-party services with respect to accounting and management of payments and retrieves necessary credit information from third-party data bases, such as Upplysningscentralen.

In 2015, the IT-Platform was acquired from the Parent, a company providing peer-to-peer lending services on the Swedish lending market by operating an online credit platform for peer-to-peer lending based on the IT-Platform, through which it, *inter alia*, handles marketing, credit scoring, credit granting, contracts, payments, pre-collection and customer service for all loans. The Parent also extends consumer loans in its own name via the IT-Platform.

Although the Parent is currently the Issuer's only customer, it is the Issuer's intention to license the IT-Platform to other actors on the lending market in order to increase its revenue and expand its operations.

It may be noted that the Parent is currently responsible for the further development, customization and modification of the IT-Platform in accordance with a service agreement with the Issuer (for further details, see section “*Material agreements and transactions with related parties*” below). However, all intellectual property arising from such development shall remain with the Issuer.

Trends

There has been no material adverse change in the prospects of the Issuer since the date of publication of its last audited financial statements.

Material changes

On 8 May 2018 the Issuer issued the Initial Notes for the purpose of, *inter alia*, applying the net proceeds towards the general purpose of the Group (including the refinancing of existing indebtedness of the Group). The relevant terms of the Notes are summarised under the section “*The Notes in Brief*” and the complete Terms and Conditions are set out on pages 35-41 of this Prospectus.

Further, on 3 May 2018, the Issuer entered into a license agreement with the Parent, under which the Issuer provides the Parent with a non-exclusive right to use the IT-Platform against a fee on customary market terms. In accordance with the same agreement, the Issuer acquired all intellectual property developed by the Parent with respect to the IT-Platform from the Parent, which had not previously been transferred pursuant to a transfer agreement regarding intellectual property rights relating to the IT-platform dated 1 April 2015. On 3 May 2018, the Issuer was invoiced and paid SEK 85,000,000 as consideration for such intellectual property rights. For more details regarding the license agreement with the Parent, see section “*Material agreements and transactions with related parties*” below.

Aside from the above, there have been no material changes in the Issuer’s financial position or market position since the publication of its last audited financial statements and there are no other recent events which are to material extent relevant to the evaluation of the Issuer’s solvency.

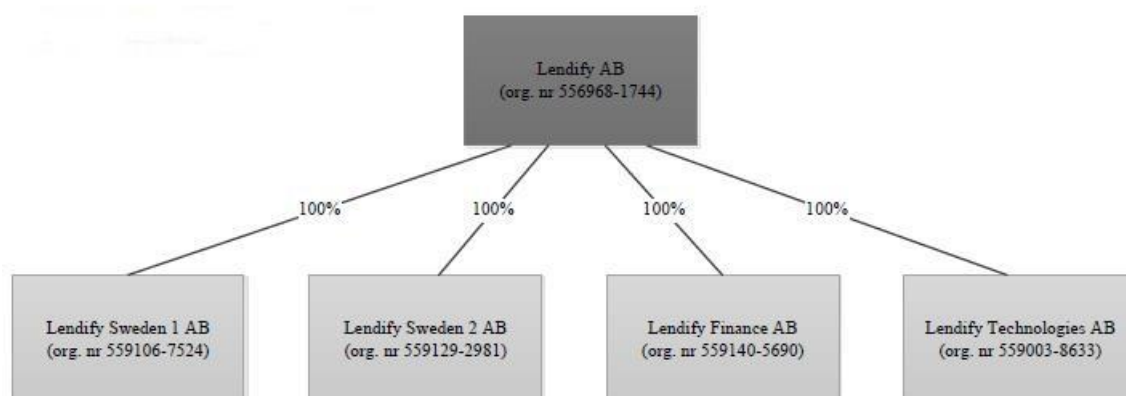
Legal structure and ownership structure

The Issuer is a wholly owned subsidiary of the Parent. The Parent’s group also includes Lendify Sweden 2 AB, Reg. No. 559129-2981, a ring-fenced special purpose vehicle for the purpose of issuing asset backed securities, Lendify Sweden 1 AB (publ), Reg. No. 559106-7524, also a ring-fenced special purpose vehicle, and Lendify Finance AB, Reg. No. 559140-5690, all of whom are direct subsidiaries to the Parent. The Parent is licensed to operate as a payment institution (Sw. *betalningsinstitut*) by the Swedish Financial Supervisory Authority.

Set out below is a structural overview of the Parent’s group, to which the Issuer is part.

Structural overview of the company group to which the Issuer is part

The Parent is the parent company of the company group to which the Issuer is part and is the sole owner of all its subsidiaries, including the Issuer.



Share capital

The shares of the Issuer are denominated in SEK. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the Issuer had an issued share capital of SEK 500,000 divided into 50,000 shares.

All shares in the Issuer are directly owned by the Parent.

Shareholders' agreements

The Issuer is not aware of the details of any provision in the arrangement between its shareholders, the operation of which may at a subsequent date result in a change in control of the Issuer.

Board of directors and management

The Issuer's board of directors consists of three ordinary board members, including the chairman. The members of the board of directors and management, their position and other relevant assignments are set forth below. All members of the Issuer's board of directors and management can be contacted through the Issuer's registered address, Lendify Technologies AB (publ), Östermalmstorg 1, SE-114 42 Stockholm, Sweden.

Erling Gustafsson (born 1958) – Chairman of the board of directors

Education: M.Sc. in Business and Economics from University of Gothenburg

Current commitments: Founder & board member at Crescator

Selected experience: CEO at The Sixth AP Fund, CFO in public and private companies.

Nicholas Sundén-Cullberg (born 1984) – Member of the board of directors and Chief Executive Officer

Education: M.Sc. in Accounting from Stockholm School of Economics

Current commitments: CEO and Co-Founder of Lendify AB

Selected experience: Morgan Stanley (IBD M&A) and Sandvik (M&A)

José Cartro (born 1978) – Member of the board of directors

Education: Various courses at the Royal Institute of Technology and Stockholm University

Current commitments: Co-founder of Lendify AB

Selected experience: Senior architect at Nordax and Net Survey

Erika Eliasson (born 1978) – Chief Investor Relations Officer

Education: M.Sc. in Business and Economics from Uppsala University

Current commitments: CIRO Lendify AB

Selected experience: Head of Sales at Erik Penser and at Lindorff.

Conflicts of interest within administrative, management and control bodies

There are no conflicts of interest or potential conflicts of interest between the duties of the members of the board of directors and the members of management towards the Issuer and their private interests and/or other duties. However, several members of the board of directors and company management have certain financial interests in the Issuer as a consequence of their indirect holdings of shares in the Issuer. It should be noted that Nicholas Sundén-Cullberg, Erling Gustafsson, José Cartro and Erika Eliasson hold positions in either the board of directors or the management team of the Parent. The Parent is the sole shareholder of the Issuer and has the power to appoint the board of directors of the Issuer. The Parent has adopted internal rules with respect to its dealings with the Issuer to manage potential conflict of interests.

Auditor

The Issuer's auditor is presently Öhrlings PricewaterhouseCoopers AB with authorised auditor Sofie Nordenborg as the auditor in charge. Öhrlings PricewaterhouseCoopers AB was re-elected as auditor of the Issuer at the annual shareholders' meeting held 2017 for the time until the end of the annual general meeting 2018. Peter du Rietz Garpenhag was the auditor in charge from 2015 up to and including 2017. Sofie Nordenborg has been the auditor in charge from 2018 to present day. Peter du Rietz Garpenhag and Sofie Nordenborg can be contacted at c/o PwC, SE-113 97 Stockholm, Sweden. Both Peter du Rietz Garpenhag and Sofie Nordenborg are authorized auditors and members of the professional body FAR, the professional institute for the accountancy sector in Sweden.

Financial reports

The Issuer's annual reports for 2015/2016 and 2016/2017, which have been prepared in accordance with K3, have been audited by Peter Du Rietz Garpenhag. The Issuer's annual report for 2017 prepared in accordance with K3 as well as the financial report for the financial year 2017 prepared in accordance with IFRS have been audited by Sofie Nordenborg. Peter Du Rietz Garpenhag and Sofie Nordenborg are employed at the Issuer's current auditor, Öhrlings PricewaterhouseCoopers

AB. Peter Du Rietz Garpenhag and Sofie Nordenborg can be contacted at c/o PwC, SE-113 97 Stockholm, Sweden.

The Issuer's annual report for 2015/2016 was approved by the annual shareholders' meeting on 27 October 2016 and registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) (the "**SCRO**") on 9 November 2016. The Issuer's annual report for 2016/2017 was approved by the annual shareholders' meeting on 10 October 2017 and registered with the SCRO on 15 November 2017. The Issuer's annual report for 2017 (K3) was approved by the annual shareholders' meeting on 27 June 2018.

The annual reports have been prepared in accordance with the Swedish Annual Reports Act (Sw. *årsredovisningslagen (1995:1554)*) and BFNAR 2012:1 Annual report and consolidated financial statements (K3). For the purpose of the Prospectus, the annual report for the Issuer's latest financial year, 2017, has also been converted into and prepared in accordance with International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB) and interpretations from the International Financial Reporting Interpretations Committee (IFRIC), as adopted by the EU (see section "*Financial report for the financial year 2017 prepared in accordance with IFRS*" below).

Material agreements and transactions with related parties

The Issuer purchased all intellectual property rights and other related assets relating to the IT-Platform for peer-to-peer lending developed by the Parent, through a transfer agreement dated 1 April 2015 entered into by the Issuer and the Parent (the "**Transfer Agreement**"). In connection with the Transfer Agreement, the Issuer and the Parent entered into an agreement regarding the provision of IT-services, *inter alia*, the licensing of the IT-Platform to the Parent (the "**2015 Agreement**"). The 2015 Agreement was replaced by a new service agreement dated 3 May 2018 (the "**IT-Service Agreement**").

IT-Service Agreement is valid from 9 June 2018 up to and including 8 May 2021. However, unless the IT-agreement is cancelled within six months prior to 8 May 2021, the agreement will be extended automatically until further notice with a notice period of twelve months. Further, the Parent is entitled to cancel the IT-Service Agreement effective immediately should the IT-Service Agreement jeopardize the Parent's license to operate as a payment institution or entail a risk for sanctions or orders, requests or other actions from the SFSA.

The IT-Service Agreement provides the Parent with a non-exclusive right to use the IT-Platform. Furthermore the IT-Service Agreement contains an obligation for the Parent to continuously develop, customize and modify the IT-Platform, however such developments, customizations and modifications are to be the property of the Issuer. The Issuer is obligated to compensate the Parent for such continuous developments, customizations and modifications of the IT-Platform. Further, the Parent undertakes not to use any other IT-platform or software than the IT-Platform, as developed in accordance with the IT-service Agreement from time to time, with respect to its peer-to-peer lending services and agrees not to compete with the Issuer with respect of the provision of an IT-platform for peer-to-peer lending, unless accepted under the IT-Services Agreement.

In addition, the IT-Service Agreement contains a provision whereby the Issuer is provided with the full, exclusive and unrestricted ownership of all intellectual property developed by the Parent with respect to the IT-Platform, from the date of the Transfer Agreement up to and including the date of the IT-Service Agreement, which has not already been transferred to the Issuer in accordance with the Transfer Agreement. In return, the Parent has the right to invoice the Issuer up to SEK

85,000,000 for such intellectual property rights not previously transferred pursuant to the Transfer Agreement. The full amount of SEK 85,000,000 was invoiced to and paid by the Issuer on 3 May 2018.

The IT-Service Agreement has been entered into on customary market terms.

As of the date of this Prospectus and since the date of the Transfer Agreement, the Issuer is responsible for the development, operation and management of the IT-Platform whereas the Parent has, developed, customized and modifies the IT-Platform in accordance with the IT-Service Agreement.

Due to the fact that the Parent is currently the Issuer's only customer, the Issuer is to a large extent dependent on the Parent for its operations and is therefore exposed to risks associated with the Parent's performance under the IT-Service Agreement with respect to its ability to meet its obligations under the Notes to the Noteholders, as further described under section "*Risk Factors - Risks relating to the Issuer and its operations - Risks relating to the Issuer being dependent on the licensing agreement with the Parent and the Parent itself*".

Other than as set out above there are no material agreements outside of the ordinary course of business which could result in an entity within the company group to which the Issuer is part having a right or an obligation that could materially affect the Issuer's ability to meet its obligations under the Notes to the Noteholders or any significant transactions with any related parties.

Disputes and litigation

Aside from the on-going supervisory matter at the SFSA in relation to the Parent's group (see section "*Risk Factors - Risks relating to the Notes - On-going procedures with the Swedish Financial Supervisory Authority*"), during the past 12 months, there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened and of which the Issuer is aware) which may have, or have had in the past 12 months, a significant effect on the financial position or profitability of the Issuer.

Credit rating

No credit rating has been assigned to the Issuer, or its debt securities.

Expected date for listing, market place and costs relating to the listing

The Notes will be admitted to trading on NGM on or around 6 July 2018, for which listing this Prospectus has been prepared. The accrued costs relating to the listing are approximately SEK 250,000.

Documents available for inspection

Hard copies of the following documents are available for review during the period of validity of this Prospectus at the Issuer's visiting address at Lendify Technologies AB (publ), Östermalmstorg 1, SE-114 42 Stockholm, Sweden, during ordinary weekday office hours:

- the Issuer's articles of association as of the date of this Prospectus;
- the certificate of registration of the Issuer;

- the agency agreement entered into by and between the Issuer and the Agent;
- the audited financial statements of the Issuer, including the auditor's report, for the financial years 2015/2016 (K3), 2016/2017 (K3) and 2017 (K3 and IFRS); and
- the documents listed below, which are incorporated by reference.

Documents incorporated by reference

This Prospectus, in addition to this document, comprises of the following financial information which is incorporated by reference and available in electronic format on the Issuer's website, <https://lendify.se/investmentfunds/lendifytechnologies>, during the period of validity of this Prospectus:

- The following sections of the audited financial statements of the Issuer, with financial information (K3) for the financial year 2017:
 - the auditor's report on pages 9-10;
 - the balance sheet on pages 3-4;
 - the income statement on page 2; and
 - the notes on pages 5-7, including the description of the accounting principles applied on page 5.
- The following sections of the audited financial statements of the Issuer, with financial information (K3) for the financial year 2016/2017:
 - the auditor's report on pages 8-9;
 - the balance sheet on pages 3-4;
 - the income statement on page 2; and
 - the notes on pages 5-7, including the description of the accounting principles applied on page 5.
- The following sections of the audited financial statements of the Issuer, with financial information (K3) for the financial year 2015/2016:
 - the auditor's report on page 9;
 - the balance sheet on pages 3-4;
 - the income statement on page 2; and
 - the notes on pages 5-8, including the description of the accounting principles applied on page 5.

The sections of the above documents that have not been incorporated by reference are not relevant for investors in the Notes or is covered elsewhere in the Prospectus. Further, unless otherwise explicitly stated herein, no information contained in this Prospectus has been audited or reviewed by the Issuer's auditor.

Financial report for the financial year 2017 prepared in accordance with IFRS



Lendify Technologies AB (publ)
Finansiell rapport
2017-05-01 – 2017-12-31

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FÖRVALTNINGSBERÄTTELSE

OM LENDIFY TECHNOLOGIES AB (PUBL)

Lendify Technologies AB (publ) AB, org. nr 559003-8633 ("Lendify Technologies AB (publ)"), bildades den 12 februari 2015. Bolaget är ett helägt dotterbolag till Lendify AB, org. nr 556968-1744 ("Lendify").

Bolaget bedriver utveckling, underhåll och uthyrning av en teknisk plattform anpassad för låneverksamhet.

Bolaget har sitt säte i Stockholm.

INFORMATION OM VERKSAMHETEN

Bolaget äger och drifvar en IT-plattform som hanterar låneverksamhet direkt mellan privatpersoner, så kallad "peer to peer utlåning". Verksamheten hanterar även utlåning från verksamheten till privatpersoner. Verksamhetens syfte är att bedriva uthyrning av plattformen till fler aktörer. Bolaget ser stor potential i den snabbt växande lånemarknaden med fokus på lån mellan privatpersoner. Bolaget har skaffat sig en bra position i och med att den tekniska plattformen används av Lendify AB som är marknadsledande i Sverige inom lån mellan privatpersoner.

FLERÅRSÖVERSIKT (KSEK)

	2017-05-01 – 2017-12-31	2016-05-01 – 2017-04-30	2015-05-01 – 2016-04-30
	(8 mån)		(15 mån)
Nettoomsättning	256	246	21
Resultat efter finansiella poster	-4 148	-10 073	-14 901
Soliditet (%)	25,9	77,1	12,7

PERSONAL

Bolaget har inga anställda.

VÄSENTLIGA HÄNDELSER UNDER RÄKENSKAPSÅRET

Inga väsentliga händelser har inträffat under räkenskapsåret.

FÖRVÄNTNINGAR AVSEENDE DEN FRAMTIDA UTVECKLING

Bolaget ser ljus på framtiden och räknar med att marknaden för nyttjandet av bolagets IT-plattform växer.

RESULTAT

Nettoomsättningen uppgick under året till 256 KSEK, och övriga rörelseintäkter till 585 KSEK. Rörelseresultatet uppgick till -4,1 mkr. Räntekostnader och likande kostnader uppgick till 73 KSEK. Årets totalresultat uppgick till -4,1 mkr. Soliditeten uppgick under balansdagen till 25,9 procent.



FÖRSLAG TILL VINSTDISPOSITION

Till årsstämman förfogande står följande vinstmedel (SEK):

Balanserat vinstmedel	5 554 733
Årets resultat	-4 147 962
Summa att disponera	1 406 771

Styrelsen föreslår att vinstmedlen disponeras på följande sätt:

Till ny räkning överförs	1 406 771
Summa disponerat	1 406 771

FINANSIELLA RAPPORTER

BOLAGETS RAPPORT ÖVER TOTALRESULTAT

Belopp i SEK	Not	(8 månader) 2017-05-01 - 2017-12-31	2016-05-01 - 2017-04-30
Nettoomsättning		255 668	245 706
Övriga rörelseintäkter		584 796	174 965
Summa rörelsens intäkter		840 464	420 671
Rörelsens kostnader			
Övriga externa kostnader	10	-3 378 811	-7 435 456
Avskrivningar av immateriella anläggningstillgångar	8	-1 536 336	-2 804 184
Summa rörelsens kostnader		-4 915 147	-10 239 640
Rörelseresultat		-4 074 683	-9 818 969
Resultat från finansiella poster			
Övriga ränteintäkter		0	-2 427
Räntekostnader och liknande kostnader		-73 279	-252 048
Resultat efter finansiella poster		-4 147 962	-10 073 444
Skatt på periodens resultat	2	0	0
Årets resultat		-4 147 962	-10 073 444

Årets resultat stämmer överens med summa totalresultat

BOLAGETS BALANSRÄKNING

Belopp i SEK	Not	2017-12-31	2016-05-01 - 2017-04-30
TILLGÅNGAR			
Anläggningstillgångar			
Immateriella anläggningstillgångar			
IT-plattform	8	5 184 738	6 721 074
Summa immateriella anläggningstillgångar		5 184 738	6 721 074
Finansiella anläggningstillgångar			
Andra långfristiga fordringar		150 000	150 000
Summa finansiella anläggningstillgångar		150 000	150 000
Summa anläggningstillgångar		5 334 738	6 871 074
Omsättningstillgångar			
Kortfristiga fordringar			
Fordringar hos koncernföretag		194 256	40 692
Förutbetalda kostnader		0	86 698
Kassa och bank		87 029	270 555
Summa omsättningstillgångar		281 285	397 945
SUMMA TILLGÅNGAR		5 616 023	7 269 019
EGET KAPITAL			
Bundet eget kapital			
Aktiekapital		50 000	50 000
Fritt eget kapital			
Balanserat resultat		5 554 733	15 628 176
Årets resultat		-4 147 962	-10 073 444
Summa eget kapital		1 456 771	5 604 732
SKULDER			
Långfristiga skulder			
Skulder till koncernföretag	12	3 033 324	1 339 826
Summa långfristiga skulder		3 033 324	1 339 826
Kortfristiga skulder			
Skulder till kreditinstitut	12	54 764	0
Leverantörsskulder		118 120	59 025
Aktuella skatteskulder		843 414	0
Övriga skulder		23 691	13 725
Upplupna kostnader och förutbetalda intäkter		85 939	251 711
Summa kortfristiga skulder		1 125 928	324 461
SUMMA EGET KAPITAL OCH SKULDER		5 616 023	7 269 019

BOLAGETS RAPPORT ÖVER FÖRÄNDRINGAR I EGET KAPITAL

	Aktie- kapital	Balanserat resultat	Årets resultat	Totalt
Ingående balans per 1 maj 2016	50 000	16 000 000	-14 900 518	1 149 482
Disposition enligt beslut av årets årsstämma:		-14 900 518	14 900 518	0
Erhållna aktieägartillskott		14 528 694		14 528 694
Årets resultat			-10 073 444	-10 073 444
Utgående balans per 30 april 2017	50 000	15 628 176	-10 073 444	5 604 732

	Aktie- kapital	Balanserat resultat	Årets resultat	Totalt
Ingående balans per 1 maj 2017	50 000	15 628 176	-10 073 444	5 604 732
Disposition enligt beslut av årets årsstämma:		-10 073 444	10 073 444	0
Årets resultat			-4 147 962	-4 147 962
Utgående balans per 30 april 2017	50 000	5 554 732	-4 147 962	1 456 770

Ej återbetalade villkorade aktieägartillskott uppgår per balansdagen till 30 528 694 (30 528 694).

BOLAGETS RAPPORT ÖVER KASSAFLÖDEN

Belopp i SEK	2017-05-01 - 2017-12-31	2016-05-01 - 2017-04-30
Kassaflöde från den löpande verksamheten		
Resultat efter finansiella poster	-4 147 962	-10 073 444
Justering för poster som inte ingår i kassaflödet	1 536 336	2 804 184
Betald inkomstskatt	0	0
Kassaflöde från den löpande verksamheten före förändring av rörelsekapital	-2 611 626	-7 269 260
Kassaflöde från förändring av rörelsekapital		
Förändring av kortfristiga fordringar	-66 866	796 048
Förändring leverantörsskulder	59 095	-455 854
Förändring av kortfristiga skulder	742 372	-213 092
Summa förändring av rörelsekapital	734 601	127 102
Kassaflöde från den löpande verksamheten	-1 877 025	-7 142 158
Kassaflöde från investeringsverksamheten		
Investeringar i immateriella anläggningstillgångar	0	-1 804 500
Kassaflöde från investeringsverksamheten	0	-1 804 500
Kassaflöde från finansieringsverksamheten		
Aktieägartillskott	0	14 528 694
Upptagna lån	1 693 498	0
Amortering av lån	0	-5 599 224
Kassaflöde från finansieringsverksamheten	1 693 498	8 929 470
Periodens kassaflöde	-183 527	-17 188
Likvida medel vid periodens början	270 555	287 743
Likvida medel vid periodens slut	87 028	270 555

NOTER

Not 1 Allmän information

Lendify Technologies AB (publ) är ett publikt bolag, registrerat i Sverige. Bolaget har sitt säte i Stockholm med adress Östermalmstorg 1 114 42 Stockholm, Sverige.

Om inte annat särskilt anges, redovisas alla belopp i tusentals kronor (KSEK) och differenser kan uppstå på grund av avrundning. Uppgift inom parantes avser jämförelseåret. Räkenskapsåret är 8 månader och jämförelseåret är 12 månader.

Not 2 Sammanfattning av viktiga redovisningsprinciper

De viktigaste redovisningsprinciperna som tillämpats när denna finansiella rapport upprättats anges nedan. Dessa principer har tillämpats konsekvent för alla presenterade perioder, om inte annat anges.

2.1 Grund för rapporternas upprättande

Denna finansiella rapport har upprättats i enlighet med i RFR 2 *Redovisning för juridiska personer*, samt Årsredovisningslagen. Denna finansiella rapport är Lendify Technologies första rapport som upprättas i enlighet med ÅRL och RFR 2 (med förtida tillämpning av IFRS 15 Intäkter från avtal med kunder, samt IFRS 9 Finansiella instrument. Dock tillämpas undantaget från IFRS 9 Finansiella instrument i enlighet med RFR 2). Lendify Technologies har tidigare tillämpat ÅRL och Bokföringsnämndens allmänna råd BFNR 2012:1 Årsredovisning och koncernredovisning (K3). Övergångstidpunkt till RFR 2 är den 1 maj 2016. Övergången till RFR 2 har inte haft några effekter på företagets balansräkning, resultaträkning eller egna kapital.

Företaget bildades den 12 februari 2015.

Att upprätta rapporter i överensstämmelse med RFR 2 *Redovisning för juridiska personer* kräver användning av en del viktiga uppskattningar för redovisningsändamål. Vidare krävs att ledningen gör vissa bedömningar vid tillämpningen av bolagets redovisningsprinciper. De områden som innefattar en hög grad av bedömning, som är komplexa eller sådana områden där antaganden och uppskattningar är av väsentlig betydelse för denna finansiella rapport anges i not 4.

2.1.1 Nya standarder och tolkningar som ännu inte har börjat tillämpas

Ett antal nya standarder och tolkningar träder ikraft för räkenskapsår som börjar den 1 januari 2018 eller senare och har inte tillämpats vid upprättandet av denna finansiella rapport. Nedan följer en preliminär bedömning av effekter från de standarder som bedöms vara relevanta för bolaget:

IFRS 16 "Leasingavtal" kommer att ersätta IAS 17 Leasingavtal samt tillhörande tolkningar IFRIC 4, SIC-15 och SIC-27. Standarden kräver att tillgångar och skulder hänförliga till alla leasingavtal, med några undantag, redovisas i balansräkningen. Standarden är tillämplig för räkenskapsår som påbörjas den 1 januari 2019 eller senare. Förtida tillämpning är tillåten. Lendify Technologies bedömer att de inte kommer påverkas av den nya

leasingstandarden då de sannolikt kommer att tillämpa undantaget till IFRS 16 i RFR 2 och även fortsättningsvis redovisa alla leasingavtal enligt en modell som påminner om operationell leasing i IAS 17, dvs leasingavgifter redovisas som kostnad linjärt över leasingperioden.

Inga andra av de IFRS eller IFRIC-tolkningar som ännu inte har trätt i kraft, förväntas ha någon väsentlig inverkan på bolaget.

2.2 Uppställningsformer

Resultat- och balansräkning följer årsredovisningslagens uppställningsform. Rapport över förändringar i eget kapital följer uppställningsformen i IAS 1 Utformning av finansiella rapporter men ska innehålla de kolumner som anges i ÅRL.

Räkenskapsåret 2017-05-01 – 2017-12-31 var förkortat då Lendify Technologies bytte räkenskapsår till kalenderår. Räkenskapsåret utgör 8 kalendermånader, medan jämförelseåret utgör 12 kalendermånader.

2.3 Segmentsrapportering

Rörelsesegment rapporteras på ett sätt som överensstämmer med den interna rapportering som lämnas till den högste verkställande beslutsfattaren. Den högste verkställande beslutsfattaren är den funktion som ansvarar för tilldelning av resurser och bedömning av rörelsesegmentens resultat. I bolaget har denna funktion identifierats som verkställande direktör som fattar strategiska beslut. Lendify Technologies har identifierat ett rörelsesegment vilket motsvarar bolaget i sin helhet. Bedömningen baseras på att bolagets högste verkställande beslutsfattare, följer upp bolaget som en helhet, då någon form av uppdelning på geografiska marknader eller verksamhetsgrenar inte är tillämplig.

2.4 Utländsk valuta

Transaktioner i utländsk valuta omräknas till den funktionella valutan enligt de valutakurser som gäller på transaktionsdagen eller den dag då posterna omvärderas. Valutakursvinster och -förluster som uppkommer redovisas i rapporten över totalresultat under övriga rörelsekostnader eller –rörelseintäkter om valutakursdifferenserna avser kundfordringar eller leverantörsskulder, samt under finansnettot om valutakursdifferenserna kassa och bank, skulder till kreditinstitut.

2.5 Immateriella tillgångar

Balanserade utgifter för utvecklingsarbete

Balanserade utgifter för utvecklingsarbete avser erlagd ersättning för nedlagd utvecklingstid. Utvecklingskostnader som är direkt hänförliga till utvecklingen av IT-plattformen redovisas som immateriella tillgångar när det är sannolikt att de förväntade framtida ekonomiska fördelarna som kan hänföras till tillgången kommer att tillfalla företaget, om tillgångens anskaffningsvärde kan beräknas på ett tillförlitligt sätt samt när följande kriterier är uppfyllda:

- Det är tekniskt möjligt att färdigställa den immateriella tillgången så att den kan användas eller säljas.
- Avsikten är att färdigställa den immateriella tillgången och använda eller sälja den.
- Förutsättningar finns att använda eller sälja den immateriella tillgången.

- Det kan visas hur den immateriella tillgången kommer att generera sannolika framtida ekonomiska fördelar.
- Det finns adekvata tekniska, ekonomiska och andra resurser för att fullfölja utvecklingen och för att använda eller sälja den immateriella tillgången.
- De utgifter som är hänförliga till den immateriella tillgången under dess utveckling kan beräknas på ett tillförlitligt sätt.

Immateriella tillgångar redovisas till anskaffningsvärdet med avdrag för ackumulerade avskrivningar. Anskaffningsvärdet för en internt upparbetad immateriell tillgång är summan av de utgifter som uppkommer från och med den tidpunkt då den immateriella tillgången först uppfyller de kriterier för aktivering som anges ovan.

Direkt hänförliga utgifter som balanseras innefattar utgifter för utveckling av IT-plattformen.

Avskrivning påbörjas när tillgången kan börja användas. Nyttjandeperioden bedöms utifrån den period som de förväntade fördelarna beräknas komma företaget tillgodo. Nyttjandeperioden bedöms uppgå till 5 år och avskrivningar sker linjärt över denna tid.

När utgifter för utvecklingsarbeten aktiveras, förs motsvarande belopp från fritt eget kapital till fond för utvecklingsutgifter, som utgör bundet eget kapital. När aktiverade belopp skrivs av, förs motsvarande belopp från fonden för utvecklingsarbeten till fritt eget kapital.

Utgifter för utveckling som inte uppfyller kriterierna ovan, kostnadsförs i takt med att de uppkommer. Utgifter för utveckling som tidigare kostnadsförts redovisas inte som en tillgång i efterföljande perioder.

2.6 Nedskrivningar av icke-finansiella anläggningstillgångar

Immateriella tillgångar som har en obestämbar nyttjandeperiod eller immateriella tillgångar som inte är färdiga för användning, skrivs inte av utan provas årligen avseende eventuellt nedskrivningsbehov. Tillgångar som skrivs av bedöms med avseende på värdenedgång närhelst händelser eller förändringar i förhållanden indikerar att det redovisade värdet kanske inte är återvinningsbart. En nedskrivning görs med det belopp varmed tillgångens redovisade värde överstiger dess återvinningsvärde. Återvinningsvärdet är det högre av tillgångens verkliga värde minskat med försäljningskostnader och dess nyttjandevärde. Vid bedömning av nedskrivningsbehov grupperas tillgångar på de lägsta nivåer där det finns separata identifierbara kassaflöden (kassagenererande enheter). För tillgångar, andra än finansiella tillgångar, som tidigare har skrivits ner görs per varje balansdag en prövning av om återföring bör göras.

2.7 Intäktsredovisning

Bolagets intäkter utgörs av erlagd avgift för nyttjande av bolagets IT-plattform. Avgiften intäktsredovisas inom månaden för nyttjandet. Intäkter har tagits upp till verkligt värde av vad som erhållits eller kommer att erhållas och redovisas i den omfattning det är sannolikt att de ekonomiska fördelarna kommer att tillgodogöras bolaget och intäkterna kan beräknas på ett tillförlitligt sätt.

Övriga rörelseintäkter avser vidarefaktureringar av koncerninterna kostnader.

2.7 Aktuell och uppskjuten inkomstskatt

Periodens skattekostnad omfattar aktuell och uppskjuten skatt. Skatt redovisas i resultaträkningen, utom när skatten avser poster som redovisas i övrigt totalresultat eller direkt i eget kapital. I sådana fall redovisas även skatten i övrigt totalresultat respektive eget kapital.

Aktuell skatt beräknas på periodens skattemässiga resultat enligt gällande skattesats. Den aktuella skattekostnaden beräknas på basis av de skatteregler som på balansdagen är beslutade.

Uppskjutna skattefordringar redovisas i den omfattning det är troligt att framtida skattemässiga överskott kommer att finnas tillgängliga, mot vilka de temporära skillnaderna kan utnyttjas.

2.6 Finansiella instrument

IFRS 9 tillämpas ej i juridisk person, i enlighet med undantaget i RFR 2. Finansiella instrument värderas därmed med utgångspunkt i anskaffningsvärdet.

Redovisning och värdering

Finansiella instrument redovisas första gången till verkligt värde plus transaktionskostnader. Finansiella tillgångar tas bort från balansräkningen när rätten att erhålla kassaflöden från instrumentet har löpt ut eller överförs och företaget har överfört i stort sett alla risker och förmåner som är förknippade med äganderätten. Finansiella skulder tas bort från balansräkningen när förpliktelsen i avtalet har fullgjorts eller på annat sätt utsläckts.

Inom efterföljande perioder kommer finansiella tillgångar som är anskaffade med avsikt att innehas kortsiktigt att redovisas i enlighet med lägsta värdets princip till det lägsta av anskaffningsvärde och marknadsvärde. Långfristiga finansiella fordringar respektive skulder redovisas efter anskaffningstidpunkten till upplupet anskaffningsvärde med tillämpning av effektivräntemetoden.

Nedskrivning av finansiella instrument

Vid varje balansdag bedömer företaget om det finns någon indikation på nedskrivningsbehov i någon av de finansiella anläggningstillgångarna. Nedskrivning sker om värdenedgången bedöms vara bestående. Nedskrivning för räntebärande finansiella tillgångar redovisade till upplupet anskaffningsvärde beräknas som skillnaden mellan tillgångens redovisade värde och nuvärdet av företagsledningens bästa uppskattning av de framtida kassaflödena diskonterade med tillgångens ursprungliga effektivränta. Nedskrivningsbeloppet för övriga finansiella anläggningstillgångar fastställs som skillnaden mellan det redovisade värdet och det högsta av verkligt värde med avdrag för försäljningskostnader (nettoförsäljningsvärdet) och nuvärdet av framtida kassaflöden (som baseras på företagsledningens bästa uppskattning). Vid beräkning av nettoförsäljningsvärdet tas hänsyn till förväntade kreditförluster i enlighet med reglerna i IFRS 9.

Fordringar hos koncernföretag

Fordringar hos koncernföretag är finansiella instrument som består av belopp som ska betalas av koncernföretag för sålda varor och tjänster i den löpande verksamheten. Om betalning förväntas inom ett år eller tidigare, klassificeras de som omsättningstillgångar. Om inte, redovisas de som anläggningstillgångar.

Fordringar hos koncernföretag redovisas och värderas i enlighet med principerna för finansiella instrument enligt avsnitt *Finansiella instrument* ovan.

Likvida medel

I likvida medel ingår, i såväl balansräkningen som i rapporten över kassaflöden, kassa och banktillgodoavanden.

Aktiekapital

Stamaktier klassificeras som eget kapital.

Upplåning

Långfristiga skulder till koncernföretag redovisas inledningsvis till anskaffningsvärde, netto efter transaktionskostnader. Obligationslånet redovisas därefter till upplupet anskaffningsvärde och eventuell skillnad mellan erhållet belopp (netto efter transaktionskostnader) och återbetalningsbeloppet redovisas i resultaträkningen fördelat över låneperioden, med tillämpning av effektivräntemetoden.

Skulden klassificeras som kortfristig i balansräkningen om företaget inte har en ovillkorad rättighet att senarelägga skuldens reglering i minst tolv månader efter rapportperiodens slut.

Leverantörsskulder

Leverantörsskulder är finansiella instrument och avser förpliktelser att betala för varor och tjänster som har förvärvats i den löpande verksamheten från leverantörer. Leverantörsskulder klassificeras som kortfristiga skulder om de förfaller inom ett år. Om inte, redovisas de som långfristiga skulder. Leverantörsskulder redovisas och värderas i enlighet med principerna för finansiella instrument enligt avsnitt *Finansiella instrument* ovan.

Leasingavtal

Företagets leasingavtal redovisas samtliga som operativa leasingavtal. Betalningar under leasingperioden kostnadsförs i resultaträkningen linjärt över leasingperioden.

Kassaflödesanalys

Kassaflödesanalysen upprättas enligt indirekt metod. Det redovisade kassaflödet omfattar endast transaktioner som medfört in- eller utbetalningar.

Not 3 Finansiell riskhantering

Lendify Technologies AB (publ) utsätts genom sin verksamhet för en mängd olika finansiella risker: marknadsrisk (ränterisk i verkligt värde samt ränterisk i kassaflödet), kreditrisk och likviditetsrisk. Företagets övergripande riskhanteringspolicy fokuserar på oförutsägbarheten på de finansiella marknaderna och

eftersträvar att minimera potentiella ogynnsamma effekter på företagets finansiella resultat. Riskhanteringen sköts av företagsledningen enligt policies som fastställts av styrelsen.

Nedan är en beskrivning av huvudsakliga risker och osäkerhetsfaktorer som har identifierats för Lendify Technologies AB (publ) samt hur de hanteras. Beträffande finansiella risker så beskrivs de specifikt under avsnittet om kreditrisk.

Lendify AB agerar servicer åt Lendify Technologies AB (publ) vilket innebär att Lendify AB sköter administration och IT-utveckling för Lendify Technologies AB (publ). Lendify Technologies AB (publ) köper således dessa tjänster av Lendify AB. Förutom interna processer och kontroller har Lendify AB tre externa kontrollfunktioner (riskkontroll, regelefterlevnad och internrevision) för att säkerställa att bolaget och gruppen agerar enligt framtagna regler och policies.

3.1 Kreditrisk

Med kreditrisk avses risken för förlust till följd av att en motpart inte fullgör sina kontraktuella förpliktelser. För Lendify Technologies AB (publ) är det risken för att en motpart inte kan betala sina åtaganden. Då Lendify Technologies AB (publ) primärt arbetar med moderföretaget som motpart utgör moderbolaget därmed den största risken för Lendify Technologies AB (publ). Lendify Technologies AB (publ) och moderföretaget Lendify AB har tecknat avtal där Lendify Technologies AB (publ) köper utvecklingstjänster samt där Lendify AB i sin tur betalar licensersättning till Lendify Technologies AB (publ) för nyttjandet av IT-plattformen, ägd av Lendify Technologies AB (publ). Lendify AB's förmåga att betala licenskostnaderna är kopplad till bland annat moderföretagets förmåga att löpande bedriva sin utlåningsverksamhet, där IT-plattformen utgör kärnan i verksamheten.

I dagsläget bedöms Lendify Technologies AB (publ) ej innehå några finansiella risker annat än det som motsvaras av ovan nämnda fakturering till moderföretaget. För 2018 uppgår den överenskomna faktureringen till moderföretaget till ca 26,7 MSEK medan moderföretaget enligt avtal betalar licenskostnader för motsvarande ca 8,2 MSEK. Nettorisken på årsbasis utgör således ca 18,5 MSEK men i praktiken mindre än så eftersom faktureringen sker uppdelat på flera tillfällen under året. Lendify Technologies AB (publ) har inte vidtagit några specifika åtgärder för att hantera den kreditrisk som finns kopplad till detta avtalsförhållande.

3.2 Marknadsrisk

Marknadsrisk definieras som risken för en förlust, eller minskad framtida intjäning, till följd av riskfaktorer på finansiella marknader; exempelvis förändringar i aktiekurser, valutakurser, räntor eller kreditspreadar. Per bokslutsdatumet har Lendify Technologies AB (publ) ingen marknadsrisk men i och med att bolaget under 2018, innan avlämnandet av denna finansiella rapport, har utgivit ett obligationslån finns en beredskap för riskslaget. Lendify Technologies AB (publ) har endast tillgångar och skulder i SEK och tar därmed inte någon valutarisk.

3.3 Likviditetsrisk

Likviditetsrisk definieras som risken för att inte kunna infria sina betalningsförpliktelser vid förfallotidpunkten utan att kostnaden för att erhålla betalningsmedel ökar avsevärt. Lendify Technologies AB (publ) erhåller kvartalsvisa betalningar från moderbolaget genom tecknat licensavtal vilket borgar för en löpande intäkt i verksamheten. Det finns en risk i att moderföretaget ej kan uppfylla sina åtaganden. Sannolikheten för att det

avtalet förlängs är stor men ej garanterad vilket innebär att det finns en risk för att de löpande intäkterna i Lendify Technologies AB (publ) vid avtalstidens slut kan upphöra eller åtminstone minska.

Likviditetsrisken hanteras rent generellt genom att löpande uppföljning sker av bolagets resultat- och balansräkning samt likviditet. I dagsläget bedöms enligt IAS 1 att upplysningen är oväsentlig och därför lämnas inga kvantitativa upplysningar.

3.4 Refinansieringsrisk

I dagsläget ingen annan finansieringskälla i bolaget än moderföretaget vilket innebär att Lendify Technologies AB (publ) har en refinansieringsrisk när obligationslånet förfaller efter 3 år.

3.5 Hantering av kapital

Företagets mål avseende kapitalstrukturen är att trygga företagets förmåga att fortsätta sin verksamhet, så att den kan fortsätta att generera avkastning till aktieägarna och nytta för andra intressenter och att upprätthålla en optimal kapitalstruktur för att hålla kostnaderna för kapitalet nere.

För att upprätthålla eller justera kapitalstrukturen, kan företaget förändra den utdelning som betalas till aktieägarna, återbetala kapital till aktieägarna, utfärda nya aktier eller sälja tillgångar för att minska skulderna.

Not 4 Viktiga uppskattningar och bedömningar för redovisningsändamål

Uppskattningar och bedömningar utvärderas löpande och baseras på historisk erfarenhet och andra faktorer, inklusive förväntningar på framtida händelser som anses rimliga under rådande förhållanden.

4.1 Viktiga uppskattningar och antaganden för redovisningsändamål

Bolaget gör uppskattningar och antaganden om framtiden. De uppskattningar för redovisningsändamål som blir följden av dessa kommer, definitionsmässigt, sällan att motsvara det verkliga resultatet. De uppskattningar och antaganden som innebär en betydande risk för väsentliga justeringar i redovisade värden för tillgångar och skulder under nästkommande period behandlas i huvuddrag nedan.

Värdering av underskottsavdrag

Uppskjuten skattefordran redovisas endast för underskottsavdrag för vilka det är sannolikt att de kan nyttjas mot framtida skattepliktiga överskott och mot skattepliktiga temporära skillnader. Företaget bedömer årligen ifall företagets underskottsavdrag sannolikt kan nyttjas mot framtida skattepliktiga överskott eller skattepliktiga temporära skillnader för att redovisa en uppskjuten skattefordran.

Vid årsbokslutet 2017-12-31 fanns underskottsavdrag om 27 502 025 SEK (2017-04-30: 23 432 384 SEK) som ej redovisats som uppskjuten skattefordran. Dessa underskottsavdrag har inget slutligt datum för utnyttjande.

Aktivering av utgifter och värdering av IT-plattform

Utgifter för utveckling eller sådana utgifter som uppstår i utvecklingsfasen av företagets IT-plattform redovisas

som immateriell tillgång när samtliga kriterier i IAS 38 p. 57 är uppfyllda. För att bedöma vilka utgifter som ska aktiveras krävs att uppskattningar och bedömningar görs utifrån förväntningar på framtida kassaflöden som denna tillgång förväntas generera. Företaget gör även initialt en bedömning kring vilken nyttjandeperiod den immateriella tillgången har, och prövar detta antagande årligen i samband med årsbokslutet. IT-plattformen skrivs enligt redovisningsprinciperna av under en femårsperiod.

Per årsbokslutet 2017-12-31 är redovisat värde på IT-plattformen 5 184 738, se not 7. Inga utgifter har aktiverats av IT-plattform då inga upparbetade kostnader har förvärvats.

Not 5 Övriga rörelseintäkter

	2017-05-01 - 2017-12-31	2016-05-01 - 2017-04-30
Intäkt avseende vidarefakturerade koncerninterna kostnader	584 365	174 965
Intäkt avseende vidarefakturerade kostnader till andra företag	431	0
Total	584 796	174 965

Not 6 Finansiella instrument – Verkligt värde för finansiella tillgångar och skulder värderade till upplupet anskaffningsvärde

	Redovisat värde	Verkligt värde	Redovisat värde	Verkligt värde
	2017-12-31	2017-12-31	2017-04-30	2017-04-30
Finansiella anläggningstillgångar				
Andra långfristiga fordringar	150 000	150 000	150 000	150 000
Total	150 000	150 000	150 000	150 000
Långfristiga skulder				
Skulder till koncernbolag	3 033 324	3 033 324	1 339 826	1 339 826
Total	3 033 324	3 033 324	1 339 826	1 339 826

Det verkliga värdet på kortfristiga finansiella instrument motsvarar dess redovisade värde, eftersom diskonterings-effekten inte är väsentlig.

Definitioner av nivåerna i verkligt värde hierarkin:

Nivå 1: Noterade priser (ojusterade) på aktiva marknader för identiska tillgångar eller skulder.

Nivå 2: Andra observerbara data för tillgången eller skulder än noterade priser inkluderade i nivå 1, antingen direkt (dvs. som prisnoteringar) eller indirekt (dvs. härledda från prisnoteringar).

Nivå 3: Data för tillgången eller skulden som inte baseras på observerbara marknadsdata (dvs. ej observerbara data).

Verkliga värden för andra långfristiga fordringar baseras på diskonterade kassaflöden med en ränta som baseras på låneräntan på 0 % och är i nivå 2 i verkligt värdehierarkin.

Verkligt värde för skulder till koncernbolag baseras på diskonterade kassaflöden med en ränta som baseras på låneräntan på 5 % och är i nivå 2 i verkligt värdehierarkin.

Not 7 Leasingavtal

Årets leasingkostnader avseende leasingavtal, uppgår till 133 711 (362 001) kronor.
Framtida leasingavgifter, för icke uppsägningsbara leasingavtal, förfaller till betalning enligt följande:

	2017-05-01 - 2017-12-31	2016-05-01 - 2017-04-30
Inom ett år	0	0
Total	0	0

I redovisningen utgörs den operationella leasingen av hyrda lokaler, som under året har kostnadsförts löpande.

Not 8 IT-plattform

	2017-12-31	2017-04-30
Ingående anskaffningsvärden	11 522 500	9 218 000
Inköp	0	2 304 500
Utgående ackumulerade anskaffningsvärden	11 522 500	11 522 500
Ingående avskrivningar	-4 801 426	-1 997 242
Årets avskrivningar	-1 536 336	-2 804 184
Utgående ackumulerade avskrivningar	-6 337 762	-4 801 426
Utgående redovisat värde	5 184 738	6 721 074

Not 9 Styrelsearvode

Inget arvode har utgått till styrelsen.

Not 10 Arvode och kostnadsersättning till revisorer

	2017-12-31
Revisionsuppdrag	42 281
Revisionsverksamhet utöver revisionsuppdrag	0
Total	42 281

Not 11 Inkomstskatt

	2017-05-01 - 2017-12-31	2016-05-01 - 2017-04-30
Aktuell skatt	0	0
Uppskjuten skatt	0	0
Skatt på årets resultat	0	0
<hr/>		
Redovisat resultat före skatt	-4 147 962	-10 073 444
Skatt beräknad enligt gällande skattesats (22 %)	912 552	2 216 158
Skattemässiga underskott för vilka ingen uppskjuten skattefordran redovisas	-912 552	-2 216 158
Redovisad skattekostnad	0	0

Vid årsbokslutet 2017-12-31 fanns underskottsavdrag om 27 502 025 SEK (2017-04-30: 23 432 384 SEK) som ej redovisats som uppskjuten skattefordran. Dessa underskottsavdrag har inget slutligt datum för utnyttjande.

Not 12 Upplåning

	2017-05-01 - 2017-12-31	2016-05-01 - 2017-04-30
Långfristig		
Skulder till koncernföretag	3 033 324	1 339 826
Kortfristig		
Skulder till kreditinstitut	54 764	0
Total	3 088 088	1 339 826

Långfristiga skulder kommer att återbetalas mer än ett år från redovisningstillfället och de kortfristiga skulderna kommer att återbetalas inom ett år.

Skulder till koncernföretag

Skulder till koncernföretag är i kronor. Motparten är Lendify AB, och lånet löper utan förfallodatum och har en ränta på 5 %.

Skulder till kreditinstitut

Skulder till kreditinstitut är i kronor. Motparten är Handelsbanken, skulden är kopplad till ett kreditkort som används för diverse löpande utgifter. Skulden förfaller 15 dagar efter fakturering utan ränta.

Not 13 Ställda säkerheter

	2017-12-31	2017-04-30
Spärrade bankmedel	150 000	150 000
Total	150 000	150 000

Not 14 Eget kapital

Upplysningar om förändring i eget kapital redovisas i Bolagets rapport över förändring i eget kapital, se sida 6.

Not 15 Transaktioner med närstående

Som närstående räknas samtliga bolag som ingår i samma koncern samt nyckelpersoner i ledande ställning. Bolaget har under perioden lånat pengar av Lendify AB för att täcka kostnader.

Inköp och försäljning mellan koncernföretag

	2017-05-01 - 2017-12-31	2016-05-01 - 2017-04-30
Andel av årets totala inköp som skett från andra företag i koncernen	4,99%	30,09%
Andel av årets totala försäljningar som skett till andra företag i koncernen	99,95%	99,66%
Andel av årets totala inköp som skett från andra närstående företag	0,00%	14,11%
Andel av årets totala försäljningar som skett till andra närstående företag	0,00%	0,34%

Se även not för upplåning avseende lånevillkor för skulder till koncernföretag.

Lån från företag med bestämmande inflytande över företaget (Lendify AB)

	2017-05-01 - 2017-12-31	2016-05-01 - 2017-04-30
Vid årets början	1 339 826	5 614 029
Lån som upptagits under året	1 736 149	0
Amorterade belopp	-	-4 409 793
Räntekostnader	42 651	135 590
Utbetald ränta	0	
Vid årets slut	3 118 626	1 339 826

Not 16 **Händelser efter periodens slut**

Lendify Technologies AB (publ) har i maj 2018 emitterat en obligation på 150 mkr. Lendify AB har fakturerat Lendify Technologies 85 mkr för kostnader avseende IT-utveckling. Bolaget blev publikt i maj 2018.

Not 17 **Nyckeltalsdefinitioner**


Soliditet Justerat eget kapital / totala tillgångar

STYRELSEN

Stockholm den 17 juni 2018

Styrelsen och verkställande direktören försäkrar att finansiella rapport ger en rättvisande bild av bolagets verksamhet, ställning och resultat samt beskriver väsentliga risker och osäkerhetsfaktorer som bolaget står inför.



Erling Gustafsson
Styrelseordförande
José Cartro
Nicholas Sundén-Cullberg
Verkställande direktör



Revisors rapport avseende omarbetade finansiella rapporter över historisk finansiell information

Till styrelsen i Lendify Technologies AB (publ)

Vi har utfört en revision av de finansiella rapporterna för Lendify Technologies AB (publ) på s. 4–20, som omfattar balansräkningen per den 31 december 2017 (30 april 2017) och resultaträkningen, kassaflödesanalysen och redogörelsen för förändringar i eget kapital för dessa år samt en beskrivning av väsentliga redovisningsprinciper och andra tilläggsupplysningar.

Styrelsens och verkställande direktörens ansvar för de finansiella rapporterna

Det är styrelsen och verkställande direktören som har ansvaret för att de finansiella rapporterna tas fram och presenteras på ett sådant sätt att de ger en rättvisande bild av finansiell ställning, resultat, förändringar i eget kapital och kassaflöde i enlighet med International Financial Reporting Standards så som de antagits av EU, och årsredovisningslagen och kompletterande tillämplig normgivning. Denna skyldighet innefattar utformning, införande och upprätthållande av intern kontroll som är relevant för att ta fram och på rättvisande sätt presentera de finansiella rapporterna utan väsentliga felaktigheter, oavsett om de beror på oegentligheter eller fel. Styrelsen ansvarar även för att de finansiella rapporterna tas fram och presenteras enligt kraven i prospektförfordningen 809/2004/EG.

Revisorns ansvar

Vårt ansvar är att uttala oss om de finansiella rapporterna på grundval av vår revision. Vi har utfört vår revision i enlighet med FARs rekommendation RevR 5 *Granskning av finansiell information i prospekt*. Det innebär att vi följer FARs etiska regler och har planerat och genomfört revisionen för att med rimlig säkerhet försäkra oss om att de finansiella rapporterna inte innehåller några väsentliga felaktigheter. Revisionsföretaget tillämpar ISQC 1 (International Standard on Quality Control) och har därmed ett allsidigt system för kvalitetskontroll vilket innefattar dokumenterade riktlinjer och rutiner avseende efterlevnad av yrkesetiska krav, standarder för yrkesutövningen och tillämpliga krav i lagar och andra författningar.

Vi är oberoende i förhållande till Lendify Technologies AB (publ) enligt god revisorssed i Sverige och har i övrigt fullgjort vårt yrkesetiska ansvar enligt dessa krav.

En revision i enlighet med FARs rekommendation RevR 5 *Granskning av finansiell information i prospekt* innebär att utföra granskningsåtgärder för att få revisionsbevis som styrker belopp och upplysningar i de finansiella rapporterna. De valda granskningsåtgärderna baseras på vår bedömning av risk för väsentliga felaktigheter i de finansiella rapporterna oavsett om de beror på oegentligheter eller fel. Vid riskbedömningen överväger vi den interna kontroll som är relevant för bolagets framtägnande och rättvisande presentation av de finansiella rapporterna som en grund för att utforma de revisionsåtgärder som är tillämpliga under dessa omständigheter men inte för att göra ett uttalande om effektiviteten i bolagets interna kontroll. En revision innebär också att utvärdera tillämpligheten av använda redovisningsprinciper och rimligheten i de betydelsefulla uppskattningar som styrelsen och verkställande direktören gjort samt att utvärdera den samlade presentationen i de finansiella rapporterna.

Vi anser att de revisionsbevis vi har inhämtat är tillräckliga och ändamålsenliga som underlag för vårt uttalande.



Uttalande

Enligt vår uppfattning ger de finansiella rapporterna en rättvisande bild i enlighet med International Financial Reporting Standards så som de antagits av EU, och årsredovisningslagen och kompletterande tillämplig normgivning av Lendify Technologies AB (publ) ställning per den 31 december 2017 (30 april 2017) och resultat, redogörelse för förändringar i eget kapital och kassaflöde för dessa år.

Stockholm den 27 juni 2018
Öhrlings PricewaterhouseCoopers AB

A handwritten signature in blue ink, appearing to read 'Sofie Nordenborg', with a long horizontal flourish extending to the right.

Sofie Nordenborg
Auktoriserad revisor

Alternative performance measures

In the financial report presented above under the heading titled ”*Financial report for the financial year 2017 prepared in accordance with IFRS*” reference is made to certain alternative performance measures (“APM”) not defined in IFRS, which are used in order to aid investors in analysing the business of the Issuer. Below is a table setting out the APM’s used in the financial report together with certain key information relating thereto. The APM’s presented below have not been affected by the Issuer’s change of accounting principles from K3 to IFRS.

APM	Description	Purpose of use	Definition (as defined in the financial report)	2017-05-01 - 2017-12-31	2016-05-01 - 2017-04-30	2015-02-12 - 2016-04-30
Solvency, % (Sw. <i>Soliditet</i> , %)	Adjusted equity (Sw. <i>Justerat eget kapital</i>) divided by total assets (Sw. <i>summa tillgångar</i>) per the balance sheet date.	A measure to show financial risk. The solvency measures the proportion of the total assets that are financed by shareholders.	Justerat eget kapital	1 456 771	5 604 732	1 149 482
			Summa tillgångar	5 616 023	7 269 019	9 041 247
			Soliditet, %	25,9 %	77,1 %	12,7 %
Adjusted equity (Sw. <i>Justerat eget kapital</i>)	Total equity (Sw. <i>summa eget kapital</i>) plus 78% of any untaxed reserves (Sw. <i>obeskattade reserver</i>) per the balance sheet date.	A measure to show the equity (Sw. <i>eget kapital</i>) in the company when measuring the solvency (Sw. <i>soliditet</i>).	Summa eget kapital	1 456 771	5 604 732	1 149 482
			Obeskattade reserver	0	0	0
			Justerat eget kapital	1 456 771	5 604 732	1 149 482

Complete Terms and Conditions

TERMS AND CONDITIONS FOR LENDIFY TECHNOLOGIES AB (PUBL)



UP TO SEK 150,000,000

**SENIOR SECURED
FLOATING RATE NOTES**

ISIN: SE0011089143

No action is being taken that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of this document or any other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any applicable restrictions.

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1 Definitions and construction

1.1 Definitions

In these terms and conditions (the “**Terms and Conditions**”):

“**Accounts**” means the Interest Reserve Account and the Proceeds Account.

“**Account Bank**” means Svenska Handelsbanken AB (publ), or another party replacing it, as account bank, in accordance with these Terms and Conditions.

“**Account Operator**” means a bank or other party duly authorised to operate as an account operator pursuant to the Financial Instruments Accounts Act and through which a Noteholder has opened a Securities Account in respect of its Notes.

“**Account Pledge Agreement**” means the pledge agreement entered into between the Issuer and the Agent on or about the First Issue Date in respect of a first priority pledge over the Interest Reserve Account with the Account Bank and all funds held on the Interest Reserve Account from time to time, granted in favour of the Agent and the Noteholders (represented by the Agent).

“**Accounting Principles**” means the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time).

“**Adjusted Nominal Amount**” means the Total Nominal Amount less the Nominal Amount of all Notes owned by a Group Company or an Affiliate, irrespective of whether such person is directly registered as owner of such Notes.

“**Adjusted Total Assets**” means the total assets of the Issuer as reported in the Issuer's balance sheet in accordance with the Accounting Principles, adjusted by deducting any amount standing to the credit of the Interest Reserve Account.

“**Affiliate**” means any person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified person. For the purpose of this definition, “control” when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Agency Agreement**” means the agency agreement entered into on or before the First Issue Date, between the Issuer and the Agent, or any replacement agency agreement entered into after the First Issue Date between the Issuer and an agent.

“**Agent**” means Intertrust (Sweden) AB, Swedish Reg. No. 556652-5476, or another party replacing it as agent, in accordance with these Terms and Conditions.

“Business Day” means a day in Sweden other than a Sunday or other public holiday. Saturdays, Midsummer Eve (Sw. *midsommarafton*), Christmas Eve (Sw. *julafton*) and New Year’s Eve (Sw. *nyårsafton*) shall for the purpose of this definition be deemed to be public holidays.

“Business Day Convention” means the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day.

“Call Option Amount” means:

- (a) 105 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid Interest, if the Call Option is exercised on or after the First Call Date to, but not including, the date falling fifteen (15) months after the First Issue Date;
- (b) 102.5 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid Interest, if the Call Option is exercised on or after the date falling fifteen (15) months after the First Issue Date to, but not including, the date falling eighteen (18) months after the First Issue Date;
- (c) 101 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid Interest, if the Call Option is exercised on or after the date eighteen (18) months after the First Issue Date to, but not including, the date falling twenty four (24) months after the First Issue Date;
- (d) 100 per cent. of the Outstanding Nominal Amount, together with accrued but unpaid Interest, if the Call Option is exercised on or after the date falling twenty four (24) months after the First Issue Date to, but not including, the Final Maturity Date;

“Call Option” means such redemption of the Notes as set out in Clause 9.3.

“Change of Control Event” means the occurrence of an event or series of events following the First Issue Date whereby one or more persons (other than JCE Sweden AB, Swedish Reg. No. 556962-4546), acting in concert, acquire control over the Parent, and where “control” means (a) acquiring or controlling, directly or indirectly, more than fifty (50) per cent. of the voting shares of the Parent, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Parent.

“CSD” means the Issuer’s central securities depository and registrar in respect of the Notes, Euroclear Sweden AB, Swedish Reg. No. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden, or another party replacing it, as CSD, in accordance with these Terms and Conditions.

“CSD Regulations” means the CSD’s rules and regulations applicable to the Issuer, the Agent and the Notes from time to time.

“Compliance Certificate” means a certificate, in form and substance satisfactory to the Agent, signed by the Issuer certifying that so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it. If the Compliance Certificate is provided to evidence compliance with the Maintenance Test or in connection with that a Financial Report is made available, the certificate shall include calculations and figures in respect of the ratio of Equity to Adjusted Total Assets and evidence that an amount corresponding to at least the Minimum Interest Reserve Amount stands to the credit on the Interest Reserve Account.

“Event of Default” means an event or circumstance specified in any of the Clauses 14 (*Events of Default and Acceleration of the Notes*).

“Equity” means the equity as reported in the Issuer's balance sheet in accordance with the Accounting Principles from time to time.

“Final Maturity Date” means the date falling three (3) years after the First Issue Date, being 8 May 2021.

“Finance Documents” means these Terms and Conditions, the Security Documents and any other document designated by the Issuer and the Agent as a Finance Document.

“Financial Indebtedness” means:

- (a) monies borrowed or raised, including Market Loans, provided that in relation to any bank accounts which are subject to netting arrangements only the net balance shall be taken into account;
- (b) the amount of any liability in respect of any finance leases, to the extent the arrangement is treated as a finance lease in accordance with the accounting principles applicable on the First Issue Date (a lease which in the accounts of the Issuer is treated as an asset and a corresponding liability);
- (c) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (d) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) any counter indemnity obligation in respect of a guarantee, indemnity, note, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above items (a)-(f).

“Financial Instruments Accounts Act” means the Swedish Financial Instruments Accounts Act (Sw. *lag (1998:1479) om kontoföring av finansiella instrument*).

“Financial Report” means the Issuer's annual audited financial statements or quarterly interim unaudited reports, which shall be prepared and made available pursuant to Clause 11.1.1, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors.

“First Call Date” means the date falling twelve (12) months after the First Issue Date.

“First Issue Date” means 8 May 2018.

“Force Majeure Event” has the meaning set forth in Clause 26.1.

“Group” means the Parent and its Subsidiaries from time to time (each a **“Group Company”**).

“Initial Notes” means the Notes issued on the First Issue Date in the total amount of SEK 150,000,000.

“Insolvent” means, in respect of a relevant person, that it is deemed to be insolvent, or admits inability to pay its debts as they fall due, in each case within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (Sw. *konkurslagen (1987:672)*) (or its equivalent in any other jurisdiction), suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with all or substantially all of its creditors (other than the Noteholders and creditors of secured debt) with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (Sw. *lag (1996:764) om företagsrekonstruktion*) (or its equivalent in any other jurisdiction)) or is subject to involuntary winding-up, dissolution or liquidation.

“Intellectual Property” means inventions, patents, trademarks, domain names, trade names, designs, copyrights (including copyrights in software), neighbouring rights and database rights, confidential and proprietary information including trade secrets, know-how, and any other rights of a similar kind, whether registered or not, including applications for the registration of such rights;

“Interest” means the interest on the Notes calculated in accordance with Clauses 8.1 to 8.3.

“Interest Payment Date” means 8 February, 8 May, 8 August and 8 November of each year or, to the extent such day is not a Business Day, the Business Day following from an application of the Business Day Convention. The first Interest Payment Date for the Notes shall be 8 August 2018 and the last Interest Payment Date shall be the relevant Redemption Date.

“**Interest Period**” means (i) in respect of the first Interest Period, the period from (but excluding) the First Issue Date to (and including) the first Interest Payment Date, and (ii) in respect of subsequent Interest Periods, the period from (but excluding) an Interest Payment Date to (and including) the next succeeding Interest Payment Date (or a shorter period if relevant).

“**Interest Rate**” means three (3) month STIBOR plus the relevant Margin, payable quarterly in arrears on the Interest Payment Dates each year.

“**Interest Reserve Account**” means the bank account of the Issuer with account number 525 512 241 held with the Account Bank into which an amount corresponding to (i) the Minimum Interest Reserve Amount shall be financed out of the Net Proceeds and be deposited and (ii) the lease payment paid by the Parent to the Issuer for the Parent’s use of the Technology Platform in accordance with the Technology Platform Lease Agreement and which have been pledged in favour of the Agent and the Noteholders (represented by the Agent) under the Account Pledge Agreement.

“**Issuer**” means Lendify Technologies AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 559003-8633.

“**Issuing Agent**” means ABG Sundal Collier ASA (Reg. No. 883 603 362), or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions and the CSD Regulations.

“**Maintenance Tests**” means the maintenance tests set out in Clause 12 (*Maintenance Test*).

“**Make Whole Amount**” means:

- (a) 105 per cent. of the Outstanding Nominal Amount as if such payment originally should have taken place on the First Call Date; and
- (b) the remaining interest payments (excluding accrued but unpaid Interest up to the relevant Redemption Date) up to and including the First Call Date (assuming that the Interest Rate for the period from the relevant record date to the First Call Date will be equal to the Interest Rate in effect on the date on which notice of redemption is given to the Noteholders),

together with accrued but unpaid Interest on the redeemed amount up to the relevant Redemption Date and where “relevant record date” shall mean a date agreed upon between the Agent, the CSD and the Issuer in connection with such repayment.

“**Margin**” means:

- (a) in respect of the period from (but excluding) the First Issue Date to (and including) the First Call Date, 10.00 per cent. *per annum*;

- (b) in respect of the period from (but excluding) the First Call Date to (and including) the date falling twenty four (24) months after the First Issue Date, 12.00 per cent. *per annum*; and
- (c) in respect of the period from (but excluding) the date falling twenty four (24) months after the First Issue Date to (and including) the Final Maturity Date, 14.00 per cent. *per annum*.

“**Market Loan**” means bonds, notes or other debt securities and indebtedness (however defined), which are or are intended to be quoted, listed, traded or otherwise admitted to trading on a Regulated Market or a multilateral trading facility (as defined in the Markets in Financial Instruments Directive 2014/65/EU) (including, for the avoidance of doubt, medium term note programmes and other market funding programmes).

“**Minimum Interest Reserve Amount**” means an amount equivalent to one year’s Interest under the Notes calculated on the relevant issue date for any Notes assuming that the STIBOR for the whole year will be the STIBOR quoted on the day falling two (2) Business Days before the First Issue Date and any subsequent date when issuance of Subsequent Notes takes place, and for the avoidance of doubt if STIBOR is below zero, STIBOR will be deemed to be zero.

“**Net Proceeds**” means the proceeds from an issue of Notes after deduction has been made for the Transaction Costs payable by the Issuer.

“**Nominal Amount**” has the meaning set forth in Clause 2.3

“**Note**” means a debt instrument (Sw. *skuldförbindelse*) for the Nominal Amount and of the type set forth in Chapter 1 Section 3 of the Financial Instruments Accounts Act and which are governed by and issued under these Terms and Conditions, including the Initial Notes and any Subsequent Notes.

“**Note Loan**” means the loan constituted by these Terms and Conditions and evidenced by the Notes.

“**Noteholder**” means the person who is registered on a Securities Account as direct registered owner (Sw. *ägare*) or nominee (Sw. *förvaltare*) with respect to a Note.

“**Noteholders’ Meeting**” means a meeting among the Noteholders held in accordance with Clause 17 (*Noteholders’ Meeting*).

“**Outstanding Nominal Amount**” means the Nominal Amount less any redemptions made.

“**Parent**” means Lendify AB, a private limited liability company incorporated under the laws of Sweden with Reg. No. 556968-1744.

“**Permitted Debt**” means any Financial Indebtedness:

- (a) of the Issuer incurred under the Notes (including for the avoidance of doubt both the Initial Notes and any Subsequent Notes);
- (b) by the Issuer under any tax liabilities incurred in the ordinary course of business;
- (c) incurred under any counter-indemnity obligation in respect of a guarantee issued by a bank or financial institution to the CSD, in the maximum amount of SEK 60,000;
- (d) incurred under any obligation in respect of credit cards issued by a bank or financial institution to employees of the Group, in the maximum amount of SEK 150,000; or
- (e) incurred for the purpose of refinancing the Notes in full or in part.

“Permitted Distribution” means any payment by way of any loan, dividend, charge, fee, contribution or any other similar distribution or transfers of value made by the Issuer to the Parent for the general corporate purposes of the Group (including the refinancing of existing indebtedness of the Group), in an aggregate amount not exceeding SEK 166,000,000.

“Permitted Security” means any guarantees or security:

- (a) provided under these Terms and Conditions;
- (b) any Security provided in the form of a pledge over an escrow account or bank account to which the proceeds from a refinancing of the Notes in full are intended to be received;
- (c) created over cash on a bank account of the Issuer in a maximum amount of SEK 60,000 to secure the counter-indemnity obligation referred to in item (c) of the definition “Permitted Debt”;
- (d) created over cash on a bank account of the Issuer in a maximum amount of SEK 150,000 to secure the obligation referred to in item (d) of the definition “Permitted Debt”; and
- (e) arising by operation of law in the ordinary course of trade.

“Proceeds Account” means the bank account of the Issuer with account number 900 443 898 held with the Account Bank into which (i) the Net Proceeds shall be deposited (subject to the satisfaction of the terms set out in Clause 4 (*Conditions for settlement of the Notes*) (as applicable)) and (ii) funds transferred from the Interest Reserve Account may be deposited in accordance with Clause 13.11.5.

“Quotation Day” means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period.

“**Record Date**” means the fifth (5) Business Day prior to (i) an Interest Payment Date, (ii) a Redemption Date, (iii) a date on which a payment to the Noteholders is to be made under Clause 15 (*Distribution of proceeds*) or (iv) another relevant date, or in each case such other Business Day falling prior to a relevant date if generally applicable on the Swedish bond market.

“**Redemption Date**” means the date on which the relevant Notes are to be redeemed or repurchased in accordance with Clause 9 (*Redemption and repurchase of the Notes*).

“**Regulated Market**” means any regulated market (as defined in the Markets in Financial Instruments Directive 2014/65/EU).

“**Secured Obligations**” means all present and future obligations and liabilities of the Issuer to the Secured Parties under the Finance Documents.

“**Secured Parties**” means the Noteholders and the Agent (including in its capacity as Agent under the Agency Agreement).

“**Securities Account**” means the account for dematerialised securities maintained by the CSD pursuant to the Financial Instruments Accounts Act in which (i) an owner of such security is directly registered or (ii) an owner’s holding of securities is registered in the name of a nominee.

“**Security**” means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

“**Security Documents**” means the security documents pursuant to which the Transaction Security is created.

“**STIBOR**” means:

- (a) the applicable percentage rate per annum displayed on NASDAQ Stockholm’s website for STIBOR fixing (or through another website replacing it) as of or around 11.00 a.m. on the Quotation Day for the offering of deposits in Swedish Kronor and for a period comparable to the relevant Interest Period; or
- (b) if no rate is available for the relevant Interest Period, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Issuing Agent at its request quoted by the leading banks in the Stockholm interbank market, for deposits of SEK 100,000,000 for the relevant period; or
- (c) if no quotation is available pursuant to paragraph (b), the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Swedish Kronor offered in the Stockholm interbank market for the relevant period; and

if any such rate is below zero, STIBOR will be deemed to be zero.

“**Subsequent Notes**” means any Notes issued after the First Issue Date on one or more occasions.

“**Subsidiary**” means, in relation to any person, any Swedish or foreign legal entity (whether incorporated or not), in respect of which such person, directly or indirectly, (i) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners, (ii) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners, (iii) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body, or (iv) exercises control as determined in accordance with the international financial reporting standards (IFRS) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time).

“**Swedish Kronor**” and “**SEK**” means the lawful currency of Sweden.

“**Technology Platform**” means the Issuer’s technology platform for payment services and other financial services, as further documented in the Technology Platform Documentation.

“**Technology Platform Lease Agreement**” means the agreement to be entered into between the Issuer and the Parent on or about 8 May 2018 regarding, *inter alia*, the Parent’s lease and usage of the Technology Platform.

“**Total Nominal Amount**” means the total aggregate Outstanding Nominal Amount of the Notes.

“**Transaction Security**” means the Security provided by the Issuer for the Secured Obligations, including:

- (a) security over the Issuer’s rights under the Technology Platform Lease Agreement;
- (b) security over all present and future Intellectual Property deriving from the Technology Platform; and
- (c) the Account Pledge Agreement.

“**Transaction Costs**” means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer in connection with the issue of Notes.

“**Written Procedure**” means the written or electronic procedure for decision making among the Noteholders in accordance with Clause 18 (*Written Procedure*).

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in these Terms and Conditions to:

- (a) “**assets**” includes present and future properties, revenues and rights of every description;

- (b) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- (c) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (d) a “**regulation**” includes any regulation, rule or official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (e) a provision of law is a reference to that provision as amended or re-enacted; and
- (f) a time of day is a reference to Stockholm time.

1.2.2 An Event of Default is continuing if it has not been remedied or waived.

1.2.3 When ascertaining whether a limit or threshold specified in Swedish Kronor has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against Swedish Kronor for the previous Business Day, as published by the Swedish Central Bank (Sw. *Riksbanken*) on its website ((www).riksbank.se). If no such rate is available, the most recently published rate shall be used instead.

1.2.4 No delay or omission of the Agent or of any Noteholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.

1.2.5 A notice shall be deemed to be sent by way of press release if it is made available to the public within Sweden promptly and in a non-discriminatory manner.

1.2.6 For the purpose of the definition Change of Control Event, “acting in concert” means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate control of the Issuer.

2 Status of the Notes

2.1 The Notes are denominated in Swedish Kronor and each Note is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Notes and to comply with these Terms and Conditions.

2.2 By subscribing for Notes, each initial Noteholder agrees that the Notes shall benefit from and be subject to the Finance Documents and by acquiring Notes, each subsequent Noteholder confirms such agreement.

- 2.3 The nominal amount of each Note is SEK 2,000,000 (the “**Nominal Amount**”). All Initial Notes are issued on a fully paid basis at an issue price of one hundred per cent. (100%) of the Nominal Amount.
- 2.4 Provided that (i) no Event of Default is continuing or would result from such issue and (ii) the Issuer has provided the Agent with a copy of a resolution of the board of directors or other persons authorised to exercise the relevant powers of the Issuer, approving the issue of Subsequent Notes, the Issuer may, on one or several occasions, issue Subsequent Notes.
- 2.5 Subsequent Notes shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the ISIN, the interest rate, the currency, the nominal amount and the final maturity applicable to the Initial Notes shall apply to Subsequent Notes. The issue price of the Subsequent Notes may be set at a discount or at a premium compared to the Nominal Amount. The maximum total nominal amount of the Notes (the Initial Notes and all Subsequent Notes) may not exceed SEK 150,000,000 unless a consent from the Noteholders is obtained in accordance with Clause 16.7(a). Each Subsequent Note shall entitle its holder to Interest in accordance with Clause 8.1, and otherwise have the same rights as the Initial Notes.
- 2.6 The Notes constitute direct, general, unconditional and secured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among them and at least *pari passu* with all other direct, unconditional and secured obligations of the Issuer, except obligations which are preferred by mandatory law and except as otherwise provided in the Finance Documents.
- 2.7 The Notes are freely transferable but the Noteholders may be subject to purchase or transfer restrictions with regard to the Notes, as applicable, under local laws to which a Noteholder may be subject. Each Noteholder must ensure compliance with such restrictions at its own cost and expense.
- 2.8 No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes or the possession, circulation or distribution of any document or other material relating to the Issuer or the Notes in any jurisdiction other than Sweden, where action for that purpose is required. Each Noteholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Notes.

3 Use of proceeds

The Issuer shall apply the Net Proceeds from the issue of the Notes towards general corporate purposes of the Group (including the refinancing of existing indebtedness of the Group). For the avoidance of doubt, the Net Proceeds will not in any way be used for the purposes of originating or otherwise providing consumer loans.

4 Conditions for settlement of the Notes

- 4.1 The Issuer shall provide to the Agent no later than two (2) Business Days prior to the First Issue Date the documents and other evidence set out in Schedule 1 (*Conditions*

Precedent for Settlement of Initial Notes), unless the Agent has waived any such requirement.

- 4.2 The Issuer shall provide to the Agent no later than two (2) Business Days prior to the any subsequent date when issuance of Subsequent Notes is intended to take place the documents and other evidence set out in Schedule 2 (*Conditions Precedent for Settlement of Subsequent Notes*), unless the Agent has waived any such requirement.
- 4.3 The Agent may assume that the documentation delivered to it pursuant to Clauses 4.1 and 4.2 is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge that this is not the case, and the Agent does not have to verify or assess the contents of any such documentation. The documentation and evidence delivered to the Agent pursuant to Clauses 4.1 and 4.2 are not reviewed by the Agent from a legal or commercial perspective of the Noteholders.
- 4.4 The Agent shall immediately confirm in writing to the Issuing Agent by delivering a conditions precedent satisfaction letter (in such form customarily used by the Agent) when the conditions in Clause 4.1 have been fulfilled to the satisfaction of the Agent (acting reasonably), after which the Issuing Agent shall procure the settlement of the Initial Notes and transfer the proceeds to the Proceeds Account.
- 4.5 The Agent shall immediately confirm in writing to the Issuing Agent by delivering a conditions precedent satisfaction letter (in such form customarily used by the Agent) when the conditions in Clause 4.2 have been fulfilled to the satisfaction of the Agent (acting reasonably), after which the Issuing Agent shall procure the settlement of the Subsequent Notes and transfer the proceeds to the Proceeds Account.

5 Notes in book-entry form

- 5.1 The Notes will be registered for the Noteholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Notes will be registered in accordance with the Financial Instruments Accounts Act. Registration requests relating to the Notes shall be directed to an Account Operator.
- 5.2 Those who according to assignment, Security, the provisions of the Swedish Children and Parents Code (Sw. *föräldrabalken (1949:381)*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Note shall register their entitlements to receive payment in accordance with the Financial Instruments Accounts Act.
- 5.3 The Issuer (and the Agent when permitted under the applicable CSD Regulations) shall at all times be entitled to obtain information from the debt register (Sw. *skuldbok*) kept by the CSD in respect of the Notes. At the request of the Agent, the Issuer shall promptly obtain such information and provide it to the Agent. For the purpose of carrying out any administrative procedure that arises out of the Finance Documents, the Issuing Agent shall be entitled to obtain information from the debt register kept by the CSD in respect of the Notes.

- 5.4 The Issuer shall issue any necessary power of attorney to such persons employed by the Agent, as notified by the Agent, in order for such individuals to independently obtain information directly from the debt register kept by the CSD in respect of the Notes. The Issuer may not revoke any such power of attorney unless directed by the Agent or unless consent thereto is given by the Noteholders.
- 5.5 The Agent may use the information referred to in Clause 5.3 and 5.4 only for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Noteholder or third party unless necessary for such purposes.

6 Right to act on behalf of a Noteholder

- 6.1 If any person other than a Noteholder wishes to exercise any rights under the Finance Documents, it must obtain a power of attorney or other proof of authorisation from the Noteholder or a successive, coherent chain of powers of attorney or proofs of authorisation starting with the Noteholder and authorising such person.
- 6.2 A Noteholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Notes held by it. Any such representative may act independently under the Finance Documents in relation to the Notes for which such representative is entitled to represent the Noteholder and may further delegate its right to represent the Noteholder by way of a further power of attorney.
- 6.3 The Agent shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clause 6.2 and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.

7 Payments in respect of the Notes

- 7.1 Any payment or repayment under the Finance Documents, or any amount due in respect of a repurchase of any Notes requested by a Noteholder pursuant to these Terms and Conditions, shall be made to such person who is registered as a Noteholder on the Record Date prior to an Interest Payment Date or other relevant due date, or to such other person who is registered with the CSD on such date as being entitled to receive the relevant payment, repayment or repurchase amount.
- 7.2 If a Noteholder has registered, through an Account Operator, that principal, interest or any other payment shall be deposited in a certain bank account, such deposits will be effected by the CSD on the relevant payment date. In other cases, payments will be transferred by the CSD to the Noteholder at the address registered with the CSD on the Record Date. Should the CSD, due to a delay on behalf of the Issuer or some other obstacle, not be able to effect payments as aforesaid, the Issuer shall procure that such amounts are paid to the persons who are registered as Noteholders on the relevant Record Date as soon as possible after such obstacle has been removed.

- 7.3 If, due to any obstacle for the CSD, the Issuer cannot make a payment or repayment, such payment or repayment may be postponed until the obstacle has been removed. Interest shall accrue in accordance with Clause 8.4 during such postponement.
- 7.4 If payment or repayment is made in accordance with this Clause 7, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a person not entitled to receive such amount.
- 7.5 The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

8 Interest

- 8.1 Each Initial Note carries Interest at the Interest Rate applied to the Outstanding Nominal Amount from (but excluding) the First Issue Date up to (and including) the relevant Redemption Date. Any Subsequent Note will carry Interest at the Interest Rate applied to the Outstanding Nominal Amount from (but excluding) the Interest Payment Date falling immediately prior to its issuance (or the First Issue Date if there is no such Interest Payment Date) up to (and including) the relevant Redemption Date.
- 8.2 Interest accrues during an Interest Period. Payment of Interest in respect of the Notes shall be made to the Noteholders quarterly on each Interest Payment Date for the preceding Interest Period.
- 8.3 Interest shall be calculated on the basis of the actual number of days in the Interest Period in respect of which payment is being made divided by three hundred and sixty (360) (actual/360-days basis).
- 8.4 If the Issuer fails to pay any amount payable by it under the Finance Documents on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is two (2) per cent. higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent or the CSD, in which case the Interest Rate shall apply instead.

9 Redemption and Repurchase of the Notes

9.1 Redemption at maturity

The Issuer shall redeem all, but not some only, of the outstanding Notes in full on the Final Maturity Date with an amount per Note equal to the Outstanding Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day.

9.2 Purchase of Notes by the Issuer

The Issuer may, subject to applicable law, at any time and at any price purchase Notes in the market or in any other way. Notes held by the Issuer may at the Issuer's discretion be retained or sold, but not cancelled.

9.3 Voluntary total redemption (call option)

- 9.3.1 The Issuer may redeem all, but not only some, of the outstanding Notes in full on any Business Day falling before the Final Maturity Date. The Notes shall be redeemed at the Make Whole Amount or at the applicable Call Option Amount (as applicable) together with accrued but unpaid Interest.
- 9.3.2 Redemption in accordance with Clause 9.3.1 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Noteholders and the Agent, in each case calculated from the effective date of the notice. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent. Upon fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Notes in full at the applicable amount on the specified Redemption Date.

9.4 Early redemption due to illegality (call option)

- 9.4.1 The Issuer may redeem all, but not some only, of the outstanding Notes at an amount per Note equal to the Outstanding Nominal Amount together with accrued but unpaid Interest on a Redemption Date determined by the Issuer if it is or becomes unlawful for the Issuer to perform its obligations under the Finance Documents.
- 9.4.2 The Issuer may give notice of redemption pursuant to Clause 9.4.1 no later than fifteen (15) Business Days after having received actual knowledge of any event specified therein (after which time period such right shall lapse). The notice from the Issuer is irrevocable, shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. The Issuer is bound to redeem the Notes in full at the applicable amount on the specified Redemption Date.

9.5 Mandatory repurchase due to a Change of Control Event (put option)

- 9.5.1 Upon the occurrence of a Change of Control Event, each Noteholder shall during a period of twenty (20) Business Days from the effective date of a notice from the Issuer of the Change of Control Event pursuant to Clause 11.1.6 (after which time period such right shall lapse), have the right to request that all, or some only, of its Notes are repurchased at a price per Note equal to one hundred and one per cent. (101%) of the Outstanding Nominal Amount together with accrued but unpaid Interest. However, such period may not start earlier than upon the occurrence of the Change of Control Event.
- 9.5.2 The notice from the Issuer pursuant to Clause 11.1.6 shall specify the Record Date on which a person shall be registered as a Noteholder to receive interest and principal, the Redemption Date and include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to Clause 11.1.6.

The Redemption Date must fall no later than forty (40) Business Days after the end of the period referred to in Clause 9.5.1.

- 9.5.3 If Noteholders representing more than ninety per cent. (90%) of the Adjusted Nominal Amount have requested that Notes held by them are repurchased pursuant to this Clause 9.5, the Issuer shall, no later than five (5) Business Days after the end of the period referred to in Clause 9.5.1, send a notice to the remaining Noteholders, if any, giving them a further opportunity to request that Notes held by them be repurchased on the same terms during a period of twenty (20) Business Days from the date such notice is effective. Such notice shall specify the Redemption Date, the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date and also include instructions about the actions that a Noteholder needs to take if it wants Notes held by it to be repurchased. If a Noteholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer shall repurchase the relevant Notes and the repurchase amount shall fall due on the Redemption Date specified in the notice given by the Issuer pursuant to this Clause 9.5.3. The Redemption Date must fall no later than forty (40) Business Days after the end of the period of twenty (20) Business Days referred to in this Clause 9.5.3.
- 9.5.4 The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Notes. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 9.5, the Issuer may comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 9.5 by virtue of the conflict.
- 9.5.5 Any Notes repurchased by the Issuer pursuant to this Clause 9.5 may at the Issuer's discretion be retained, or sold, but not cancelled.
- 9.5.6 No repurchase of Notes pursuant to this Clause 9.5 shall be required if the Issuer has given notice of a redemption pursuant to Clause 9.3 (*Voluntary total redemption (call option)*) provided that such redemption is duly exercised.

10 Transaction Security

- 10.1 As continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer grants, on the First Issue Date the Transaction Security to the Secured Parties as represented by the Agent. The Transaction Security shall be provided perfected (as applicable) pursuant to, and subject to the terms of, the Security Documents entered into or to be entered into between the Issuer and the Agent, acting on behalf of the Secured Parties. The Agent shall hold the Transaction Security on behalf of the Secured Parties in accordance with the Security Documents.
- 10.2 Unless and until the Agent has received instructions from the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*), the Agent shall (without first having to obtain the Noteholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Secured Parties or

for the purpose of settling the Noteholders' or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents.

- 10.3 For the purpose of exercising the rights of the Secured Parties, the Agent may instruct the CSD in the name and on behalf of the Issuer to arrange for payments to the Secured Parties under the Finance Documents and change the bank account registered with the CSD and from which payments under the Notes are made to another bank account. The Issuer shall immediately upon request by the Agent provide it with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent and the CSD), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under this Clause 10.3.
- 10.4 The Agent shall be entitled to release all Transaction Security upon the full discharge of the Secured Obligations, in accordance with the provisions set out in the Security Documents.

11 Information to Noteholders

11.1 Information from the Issuer

- 11.1.1 The Issuer shall make the following information available to the Noteholders by way of press release and by publication on the website of the Parent:
- (a) as soon as the same become available, but in any event within four (4) months after the end of each financial year, its audited financial statements for that financial year;
 - (b) as soon as the same become available, but in any event within two (2) months after the end of each relevant interim period, its quarterly interim unaudited consolidated financial statements or the year-end report (Sw. *bokslutskommuniké*) (as applicable) for such period (starting with the interim period ending on 30 June 2018);
 - (c) as soon as practicable following an acquisition or disposal of Notes by a Group Company, the aggregate Outstanding Nominal Amount held by Group Companies; and
 - (d) any other information required by the Swedish Securities Markets Act (Sw. *lag (2007:582) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market on which the Notes are admitted to trading the Regulated Market on which the Notes are traded.
- 11.1.2 When the Bonds have been listed, the reports referred to under 11.1.1 (i)-(ii) above shall, in addition, be made available in accordance with the rules and regulations of NDX or other Regulated Market and any applicable securities market regulation.
- 11.1.3 The Issuer shall immediately notify the Noteholders and the Agent upon becoming aware of the occurrence of a Change of Control Event. Such notice may be given in advance of the occurrence of a Change of Control Event and be conditional upon the

occurrence of a Change of Control Event, if a definitive agreement is in place providing for such a Change of Control Event.

- 11.1.4 When the financial statements and other information are made available to the Noteholders pursuant to Clause 11.1.1, the Issuer shall send copies of such financial statements and other information to the Agent.
- 11.1.5 The Issuer shall issue a Compliance Certificate to the Agent (i) in connection with the financial statements being made available to the Noteholders pursuant to Clause 11.1.1 and (ii) at the Agent's request, within twenty (20) days from such request attaching copies of any notices sent to the Regulated Market on which the Notes are admitted to trading.
- 11.1.6 The Issuer shall immediately notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.
- 11.1.7 The Issuer is only obliged to inform the Agent according to this Clause 11.1 if informing the Agent would not conflict with any applicable laws or, when the Notes are listed, the Issuer's registration contract with the Regulated Market. If such a conflict would exist pursuant to the listing contract with the Regulated Market or otherwise, the Issuer shall however be obliged to either seek approval from the Regulated Market or undertake other reasonable measures, including entering into a non-disclosure agreement with the Agent, in order to be able to timely inform the Agent according to this Clause 11.1.

11.2 Information from the Agent

- 11.2.1 Subject to the restrictions of a non-disclosure agreement entered into by the Agent in accordance with Clause 11.2.2, the Agent is entitled to disclose to the Noteholders any event or circumstance directly or indirectly relating to the Issuer or the Notes. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Noteholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.
- 11.2.2 If a committee representing the Noteholders' interests under the Finance Documents has been appointed by the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*), the members of such committee may agree with the Issuer not to disclose information received from the Issuer, provided that it, in the reasonable opinion of such members, is beneficial to the interests of the Noteholders. The Agent shall be a party to such agreement and receive the same information from the Issuer as the members of the committee.

11.3 Information among the Noteholders

Upon request by a Noteholder, the Agent shall promptly distribute to the Noteholders any information from such Noteholder which relates to the Notes. The Agent may require that the requesting Noteholder reimburses any costs or expenses incurred, or to be incurred, by the Agent in doing so (including a reasonable fee for the work of the Agent) before any such information is distributed.

11.4 Publication of Finance Documents

11.4.1 The latest version of these Terms and Conditions (including any document amending these Terms and Conditions) shall be available on the websites of the Parent and the Agent.

11.4.2 The latest versions of the Finance Documents shall be available to the Noteholders at the office of the Agent during normal business hours.

12 Maintenance Test

The Issuer shall procure that, at each Interest Payment Date:

- (a) the ratio of Equity to Adjusted Total Assets is not lower than 1:10; and
- (b) an amount corresponding to at least the Minimum Interest Reserve Amount stands to the credit on the Interest Reserve Account.

13 General undertakings

13.1 General

The Issuer and the Agent (as applicable) undertakes to comply with the undertakings set out in this Clause 13 for as long as any Notes remain outstanding.

13.2 Transfer of Minimum Interest Reserve Amount

The Issuer undertakes to, after its due receipt of the Net Proceeds, immediately transfer the Minimum Interest Reserve Amount to the Interest Reserve Account.

13.3 Distributions and loans to shareholders

Other than in respect of Permitted Distributions, the Issuer shall not:

- (a) grant any loans to any direct or indirect shareholder of the Issuer or any Affiliate of such shareholders;
- (b) pay any dividend on its shares;
- (c) repurchase any of its own shares;

- (d) redeem its share capital or other restricted equity with repayment to shareholders; or
- (e) make any other similar distribution or transfers of value to the direct or indirect shareholder of the Issuer or any Affiliate of such shareholders.

13.4 Nature of business

The Issuer shall procure that no substantial change is made to the general nature of its business taken as a whole from that carried on at the First Issue Date.

13.5 Maintenance of the Technology Platform and Technology Platform Documentation

- 13.5.1 The Issuer shall use its commercially reasonable efforts to maintain, manage and further develop the Technology Platform (including, for the avoidance of doubt, the present and future Intellectual Property related to the Technology Platform).
- 13.5.2 The Issuer shall ensure that all material properties, methods, classes, third-party dependencies (e.g. licenses, permits, services and/or software provided by third-parties), namespaces used in the source code of the Technology Platform, the file structure, database architecture and system as well as any Intellectual Property and any material updates, amendments or alterations of the Technology Platform or any of the aforementioned integral parts thereof is continuously listed and well documented in a comprehensible manner, as set out in the system technical documentation information of the Company (the “**Technology Platform Documentation**”).
- 13.5.3 The Issuer shall ensure that the contents of the Technology Platform Documentation is true, correct, accurate and complete and as a whole constitutes a fair and reasonable presentation of the Technology Platform.
- 13.5.4 The Issuer shall keep the Technology Platform Documentation up-to date and shall upon request by the Agent (acting reasonably and after consultation with the Issuer), within ten (10) Business Days from the effective date of such request, provide the Agent with a copy/copies of the Technology Platform Documentation. The Agent may not disclose the Technology Platform Documentation or the contents contained therein to any person without the Issuer’s prior written consent.

13.6 Financial Indebtedness

The Issuer shall not incur any additional Financial Indebtedness, provided however that the Issuer and its Subsidiaries have a right to incur Financial Indebtedness that constitutes Permitted Debt.

13.7 Disposal of Assets

Other than in respect of Permitted Distributions, the Issuer shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or a substantial part of the

assets or operations of the Issuer where such disposal is reasonably likely to have an adverse effect on the ability of the Issuer to perform its payment obligations under the Finance Documents.

13.8 Dealings with Related Parties

Other than in respect of Permitted Distributions, the Issuer shall conduct all dealings with the direct and indirect shareholders of the Issuer and/or any Affiliates of such direct and indirect shareholders at arm's length terms.

13.9 Negative Pledge

The Issuer shall not provide or prolong any guarantee or security over any of its assets (present or future), other than Permitted Security.

13.10 Compliance

The Issuer shall obtain, maintain, and comply in all material respects with the terms of any authorisation, approval or license required for the conduct of its business and comply in all material respects with all applicable laws and regulations.

13.11 Bank Accounts

- 13.11.1 Subject to Clause 13.11.2, the Issuer shall maintain the Accounts with the Account Bank.
- 13.11.2 Upon request by the Agent (acting reasonably and after consultation with the Issuer), an Account must without undue delay be replaced with a bank account at the same or another bank.
- 13.11.3 The replacement of an Account only becomes effective when the relevant bank agrees with the Agent and the Issuer, in a manner satisfactory to the Agent, to fulfil the role of the bank holding that Account.
- 13.11.4 The Issuer will have no signing rights or rights of disposal over the Interest Reserve Account. The Agent, or any other person appointed by the Agent (acting in its sole discretion) from time to time, shall have full signing rights and rights of disposal over the Interest Reserve Account (including, for the avoidance of doubt, the right to withdraw and freely dispose of any funds standing to the credit of the Interest Reserve Account) in the name of and on behalf of the Issuer.
- 13.11.5 The Issuer shall procure that the Parent pays to the Issuer the lease payments as stipulated under the Technology Platform Lease Agreement and that such payments are made directly into the Interest Reserve Account.
- 13.11.6 Following the payment of Interest on each Interest Payment Date, the Agent, or any other person appointed by the Agent in accordance with Clause 13.11.4 shall transfer from the Interest Reserve Account to the Proceeds Account the amount by which the

aggregate amount standing to the credit of the Interest Reserve Account exceeds the Minimum Interest Reserve Amount at such time.

- 13.11.7 The Issuer shall have full signing rights and rights of disposal over the Proceeds Account.

13.12 Taxes

The Issuer shall procure that the Parent undertakes to pay or compensate the Issuer for corporate taxes imposed on the Issuer and, if possible, ensure that all such taxes are (i) neutralised by means of group contributions (Sw. *koncernbidrag*) to the Parent or (ii) paid out of funds provided by the Parent as a shareholder's contribution (Sw. *aktieägartillskott*).

13.13 Listing of the Notes

- 13.13.1 The Issuer shall use its best efforts to ensure:

- (a) that the Notes are listed on the Regulated Market NDX operated by Nordic Growth Market AB or, if such admission to trading is not possible to obtain or maintain, admitted to trading on another Regulated Market, within sixty (60) days of the First Issue Date; and
- (b) that the Notes, if admitted to trading on a Regulated Market, continue being listed thereon for as long as any Note is outstanding (however, subject to and taking into account the rules and regulations of the relevant Regulated Market and the CSD (as amended from time to time) preventing trading in the Notes in close connection to the redemption of the Notes).

- 13.13.2 Upon any issue of Subsequent Notes, the Issuer shall promptly, but not later than thirty (30) Business Days after the relevant issue date, procure that the volume of Notes listed is increased accordingly.

13.14 Undertakings relating to the Agency Agreement

- 13.14.1 The Issuer shall, in accordance with the Agency Agreement:

- (a) pay fees to the Agent;
- (b) indemnify the Agent for costs, losses and liabilities;
- (c) furnish to the Agent all information requested by or otherwise required to be delivered to the Agent; and
- (d) not act in a way which would give the Agent a legal or contractual right to terminate the Agency Agreement.

- 13.14.2 The Issuer and the Agent shall not agree to amend any provisions of the Agency Agreement without the prior consent of the Noteholders if the amendment would be detrimental to the interests of the Noteholders.

13.15 CSD related undertakings

The Issuer shall keep the Notes affiliated with a CSD and comply with all applicable CSD Regulations.

14 Events of Default and Acceleration of the Notes

Each of the events or circumstances set out in this Clause 14 (other than Clause 14.12 (*Acceleration of the Notes*)) is an Event of Default.

14.1 Non-Payment

The Issuer fails to make a payment in accordance with the Finance Documents unless its failure to pay is caused by administrative or technical error and payment is made within five (5) Business Days of the due date.

14.2 Other Obligations

The Issuer fails to comply with the Finance Documents, except as set out under Clause 14.1 above, and has not remedied such failure (if capable of being remedied) within twenty (20) Business Days' notice thereof.

14.3 Cross-Acceleration

Any Financial Indebtedness of the Issuer is not paid when due as extended by any originally applicable grace period, or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described), provided that no Event of Default will occur under this Clause 14.3 if the aggregate amount of Financial Indebtedness is less than SEK 3,000,000 (or its equivalent in any other currency).

14.4 Termination of Technology Platform Lease Agreement

The Technology Platform Lease Agreement is terminated or otherwise ceases to be in full force and effect.

14.5 Insolvency

The Issuer is, or is deemed for the purposes of any applicable law to be, Insolvent.

14.6 Insolvency Proceedings

14.6.1 Any corporate action, legal proceedings or other procedures are taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer; and
- (b) the appointment of a liquidator, receiver, administrative receiver, administrator or other similar officer in respect of the Issuer or any of its assets.

- 14.6.2 Clause 14.6.1 shall not apply to any corporate action, legal proceedings or other procedure or step taken which is frivolous or vexatious and is discharged, stayed or dismissed within thirty (30) calendar days of commencement.

14.7 Mergers

A decision is made that the Issuer shall be merged into a company, unless the merger is between the Issuer and a Group Company or any other company, provided that the Issuer is the surviving entity and that such merger would not be detrimental to the interest of the Noteholders as a group.

14.8 Change of Control of the Issuer

The Issuer ceases to be wholly-owned by the Parent.

14.9 Taxes

- 14.9.1 The Swedish Tax Authority requests payment from the Issuer of value added tax payable with respect to a VAT group that includes the Issuer; and
- 14.9.2 the Parent does not pay or compensate the Issuer for taxes imposed on the Issuer as set out in Clause 13.12 (*Taxes*).

14.10 Creditors' Process

Any expropriation, attachment or any analogous process in any jurisdiction affects any asset or assets of the Issuer having an aggregate value of an amount equal to or exceeding SEK 3,000,000 (or its equivalent in any other currency) and is not discharged within sixty (60) calendar days of commencement.

14.11 Cessation of Business

The Issuer ceases to carry on all or a material part of its business.

14.12 Acceleration of the Notes

- 14.12.1 Upon the occurrence of an Event of Default which is continuing, the Agent is entitled to, and shall following a demand in writing from a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the demand is received by the Agent and shall, if made by several Noteholders, be made by them jointly) or following an instruction given pursuant to Clause 14.12.4, on behalf of the Noteholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Notes due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- 14.12.2 The Agent may not accelerate the Notes in accordance with Clause 14.12.1 by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a

Noteholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).

- 14.12.3 The Agent shall notify the Noteholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Notes shall be so accelerated. If the Agent decides not to accelerate the Notes, the Agent shall promptly seek instructions from the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*). The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- 14.12.4 If the Noteholders instruct the Agent to accelerate the Notes, the Agent shall promptly declare the Notes due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Noteholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.
- 14.12.5 If the right to accelerate the Notes is based upon a decision of a court of law or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- 14.12.6 In the event of an acceleration of the Notes in accordance with this Clause 14.12, the Issuer shall redeem all Notes at an amount per Note equal to one hundred (100) per cent. of the Outstanding Nominal Amount.

15 Distribution of Proceeds

- 15.1 All payments by the Issuer relating to the Notes and the Finance Documents following an acceleration of the Notes in accordance with Clause 14 (*Events of Default and Acceleration of the Notes*) and any proceeds received from an enforcement of the Transaction Security shall be distributed in the following order of priority, in accordance with the instructions of the Agent:
 - (a) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement (other than any indemnity given for liability against the Noteholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Notes, the enforcement of the Transaction Security or the protection of the Noteholders' rights as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 20.2.5, and (iv) any costs and expenses incurred by the Agent in relation to a Noteholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 16.15, together with default interest in accordance with Clause 8.4 on any such amount calculated from the date it was due to be paid or reimbursed by the Issuer;

- (b) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Notes (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
- (c) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Notes; and
- (d) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents, including default interest in accordance with Clause 8.4 on delayed payments of Interest and repayments of principal under the Notes.

Any excess funds after the application of proceeds in accordance with paragraphs (a) to (d) above shall be paid to the Issuer.

- 15.2 If a Noteholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 15.1(a), such Noteholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 15.1(a).
- 15.3 Funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Notes or the enforcement of the Transaction Security constitute escrow funds (Sw. *redovisningsmedel*) and must be held on a separate interest-bearing account on behalf of the Noteholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 15 as soon as reasonably practicable.
- 15.4 If the Issuer or the Agent shall make any payment under this Clause 15, the Issuer or the Agent, as applicable, shall notify the Noteholders of any such payment at least fifteen (15) Business Days before the payment is made. The notice from the Issuer shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Noteholder to receive the amounts due on such Redemption Date. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 7.1 shall apply.

16 Decisions by Noteholders

- 16.1 A request by the Agent for a decision by the Noteholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Noteholders' Meeting or by way of a Written Procedure.
- 16.2 Any request from the Issuer or a Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a person who is a Noteholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Noteholders, be made by them jointly) for a decision by the Noteholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Noteholders' Meeting or by way a Written Procedure, as determined by the Agent. The person requesting the decision may suggest the form for decision making, but if it is in the

Agent's opinion more appropriate that a matter is dealt with at a Noteholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Noteholders' Meeting.

- 16.3 The Agent may refrain from convening a Noteholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any person in addition to the Noteholders and such person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable laws.
- 16.4 Should the Agent not convene a Noteholders' Meeting or instigate a Written Procedure in accordance with these Terms and Conditions, without Clause 16.3 being applicable, the Issuer or the Noteholder(s) requesting a decision by the Noteholders may convene such Noteholders' Meeting or instigate such Written Procedure, as the case may be, instead. The Issuer shall upon request provide the convening Noteholder(s) with the information available in the debt register kept by the CSD in respect of the Notes in order to convene and hold the Noteholders' Meeting or instigate and carry out the Written Procedure, as the case may be.
- 16.5 Should the Issuer want to replace the Agent, it may (i) convene a Noteholders' Meeting in accordance with Clause 17.1 or (ii) instigate a Written Procedure by sending communication in accordance with Clause 18.1, in both cases with a copy to the Agent. After a request from the Noteholders pursuant to Clause 20.4.3, the Issuer shall no later than ten (10) Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Noteholders' Meeting in accordance with Clause 17.1. The Issuer shall inform the Agent before a notice for a Noteholders' Meeting or communication relating to a Written Procedure where the Agent is proposed to be replaced is sent and shall, on the request of the Agent, append information from the Agent together with the a notice or the communication.
- 16.6 Only a person who is, or who has been provided with a power of attorney pursuant to Clause 6 (*Right to act on behalf of a Noteholder*) from a person who is, registered as a Noteholder:
- (a) on the Business Day specified in the notice pursuant to Clause 17.2, in respect of a Noteholders' Meeting, or
 - (b) on the Business Day specified in the communication pursuant to Clause 18.2, in respect of a Written Procedure,
- may exercise voting rights as a Noteholder at such Noteholders' Meeting or in such Written Procedure, provided that the relevant Notes are included in the Adjusted Nominal Amount. Such Business Day specified pursuant to paragraph (a) or (b) above must fall no earlier than one (1) Business Day after the effective date of the notice or communication, as the case may be.
- 16.7 The following matters shall require the consent of Noteholders representing at least sixty-six and two thirds ($66 \frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18.2:

- (a) the issue of any Subsequent Notes if the total nominal amount of the Notes exceeds, or if such issue would cause the total nominal amount of the Notes to at any time exceed, SEK 150,000,000 (for the avoidance of doubt, for which consent shall be required at each occasion such Subsequent Notes are issued);
- (b) a change to the terms of any of Clause 2.1, and Clauses 2.6 to 2.8;
- (c) a reduction of the premium payable upon the redemption or repurchase of any Note pursuant to Clause 9 (*Redemption and repurchase of the Notes*);
- (d) a change to the Interest Rate or the Outstanding Nominal Amount;
- (e) a change to the terms for the distribution of proceeds set out in Clause 15 (*Distribution of proceeds*);
- (f) a change to the terms dealing with the requirements for Noteholders' consent set out in this Clause 16;
- (g) a change of issuer, an extension of the tenor of the Notes or any delay of the due date for payment of any principal or interest on the Notes;
- (h) a release of the Transaction Security, except in accordance with the terms of the Security Documents;
- (i) a mandatory exchange of the Notes for other securities; and
- (j) early redemption of the Notes, other than upon an acceleration of the Notes pursuant to Clause 14 (*Acceleration of the Notes*) or as otherwise permitted or required by these Terms and Conditions.

16.8 Any matter not covered by Clause 16.7 shall require the consent of Noteholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Noteholders are voting at a Noteholders' Meeting or for which Noteholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18.2. This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 19.1(a) or (b)), an acceleration of the Notes or the enforcement of any Transaction Security.

16.9 Quorum at a Noteholders' Meeting or in respect of a Written Procedure only exists if a Noteholder (or Noteholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount in case of a matter pursuant to Clause 16.7, and otherwise twenty (20) per cent. of the Adjusted Nominal Amount:

- (a) if at a Noteholders' Meeting, attend the meeting in person or by telephone conference (or appear through duly authorised representatives); or
- (b) if in respect of a Written Procedure, reply to the request.

If a quorum exists for some but not all of the matters to be dealt with at a Noteholders' Meeting or by a Written Procedure, decisions may be taken in the matters for which a quorum exists.

- 16.10 If a quorum does not exist at a Noteholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Noteholders' Meeting (in accordance with Clause 17.1) or initiate a second Written Procedure (in accordance with Clause 18.1), as the case may be, provided that the person(s) who initiated the procedure for Noteholders' consent has confirmed that the relevant proposal is not withdrawn. For the purposes of a second Noteholders' Meeting or second Written Procedure pursuant to this Clause 16.10, the date of request of the second Noteholders' Meeting pursuant to Clause 17.1 or second Written Procedure pursuant to Clause 18.1, as the case may be, shall be deemed to be the relevant date when the quorum did not exist. The quorum requirement in Clause 16.9 shall not apply to such second Noteholders' Meeting or Written Procedure.
- 16.11 Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as applicable.
- 16.12 A Noteholder holding more than one Note need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- 16.13 The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Noteholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Noteholders that consent at the relevant Noteholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- 16.14 A matter decided at a duly convened and held Noteholders' Meeting or by way of Written Procedure is binding on all Noteholders, irrespective of them being present or represented at the Noteholders' Meeting or responding in the Written Procedure. The Noteholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Noteholders.
- 16.15 All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Noteholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- 16.16 If a decision is to be taken by the Noteholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Notes owned by Group Companies or (to the knowledge of the Issuer) Affiliates, irrespective of whether such person is directly registered as owner of such Notes. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible for determining whether a Note is owned by a Group Company or an Affiliate.

- 16.17 Information about decisions taken at a Noteholders' Meeting or by way of a Written Procedure shall promptly be sent by notice to each person registered as a Noteholder on the date referred to in Clause 16.6(a) or 16.6(b) , as the case may be, and also be published on the websites of the Parent and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Noteholders' Meeting or Written Procedure shall at the request of a Noteholder be sent to it by the Issuer or the Agent, as applicable.

17 Noteholders' Meeting

- 17.1 The Agent shall convene a Noteholders' Meeting as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a notice thereof to each person who is registered as a Noteholder on a date selected by the Agent which falls no more than five (5) Business Days prior to the date on which the notice is sent.
- 17.2 The notice pursuant to Clause 17.1 shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Noteholders), (iv) the day on which a person must be Noteholder in order to exercise Noteholders' rights at the Noteholders' Meeting, and (v) a form of power of attorney. Only matters that have been included in the notice may be resolved upon at the Noteholders' Meeting. Should prior notification by the Noteholders be required in order to attend the Noteholders' Meeting, such requirement shall be included in the notice.
- 17.3 The Noteholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days after the effective date of the notice.
- 17.4 Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Noteholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Noteholders to vote without attending the meeting in person.

18 Written Procedure

- 18.1 The Agent shall instigate a Written Procedure as soon as practicable and in any event no later than ten (10) Business Days after receipt of a valid request from the Issuer or the Noteholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to each person who is registered as a Noteholder on a date selected by the Agent which falls no more than five (5) Business Days prior to the date on which the communication is sent.
- 18.2 A communication pursuant to Clause 18.1 shall include (i) each request for a decision by the Noteholders, (ii) a description of the reasons for each request, (iii) a specification of the Business Day on which a person must be registered as a Noteholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, and (v) the stipulated time period within which the Noteholder must reply to the request (such time period to last at least

ten (10) Business Days and not longer than thirty (30) Business Days from the effective date of the communication pursuant to Clause 18.1). If the voting is to be made electronically, instructions for such voting shall be included in the communication.

- 18.3 When consents from Noteholders representing the requisite majority of the total Adjusted Nominal Amount pursuant to Clauses 16.7 and 16.8 have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16.7 or 16.8, as the case may be, even if the time period for replies in the Written Procedure has not yet expired.

19 Amendments and Waivers

- 19.1 The Issuer and the Agent (acting on behalf of the Noteholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:

- (a) such amendment or waiver is not detrimental to the interest of the Noteholders as a group, or is made solely for the purpose of rectifying obvious errors and mistakes;
- (b) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
- (c) such amendment or waiver has been duly approved by the Noteholders in accordance with Clause 16 (*Decisions by Noteholders*).

- 19.2 The consent of the Noteholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment.

- 19.3 The Agent shall promptly notify the Noteholders of any amendments or waivers made in accordance with Clause 19.1, setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 11.4 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority.

- 19.4 An amendment to the Finance Documents shall take effect on the date determined by the Noteholders Meeting, in the Written Procedure or by the Agent, as the case may be.

20 Appointment and Replacement of the Agent

20.1 Appointment of Agent

- 20.1.1 By subscribing for Notes, each initial Noteholder appoints the Agent to act as its agent in all matters relating to the Notes and the Finance Documents, and authorises the Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Notes held by such Noteholder, including the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer and

any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security. By acquiring Notes, each subsequent Noteholder confirms such appointment and authorisation for the Agent to act on its behalf.

- 20.1.2 Each Noteholder shall immediately upon request provide the Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Agent is under no obligation to represent a Noteholder which does not comply with such request.
- 20.1.3 The Issuer shall promptly upon request provide the Agent with any documents and other assistance (in form and substance satisfactory to the Agent), that the Agent deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.
- 20.1.4 The Agent is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agency Agreement and the Agent's obligations as Agent under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- 20.1.5 The Agent may act as agent or Agent for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

20.2 Duties of the Agent

- 20.2.1 The Agent shall represent the Noteholders in accordance with the Finance Documents, including, *inter alia*, holding the Transaction Security pursuant to the Security Documents on behalf of the Noteholders and, where relevant, enforcing the Transaction Security on behalf of the Noteholders. The Agent is not responsible for the execution or enforceability of the Finance Documents or the perfection of the Transaction Security.
- 20.2.2 When acting in accordance with the Finance Documents, the Agent is always acting with binding effect on behalf of the Noteholders. The Agent shall act in the best interest of the Noteholders as a group and carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- 20.2.3 The Agent is entitled to delegate its duties to other professional parties, but the Agent shall remain liable for the actions of such parties under the Finance Documents.
- 20.2.4 The Agent shall treat all Noteholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Noteholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- 20.2.5 The Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent pay all costs for external experts engaged after the occurrence of an Event of Default, or for the purpose of

investigating or considering (i) an event or circumstance which the Agent reasonably believes is or may lead to an Event of Default or (ii) a matter relating to the Issuer or the Transaction Security which the Agent reasonably believes may be detrimental to the interests of the Noteholders under the Finance Documents. Any compensation for damages or other recoveries received by the Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 15 (*Distribution of proceeds*).

- 20.2.6 The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.
- 20.2.7 Notwithstanding any other provision of the Finance Documents to the contrary, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- 20.2.8 If in the Agent's reasonable opinion the cost, loss or liability which it may incur (including reasonable fees to the Agent) in complying with instructions of the Noteholders, or taking any action at its own initiative, will not be covered by the Issuer, the Agent may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- 20.2.9 The Agent shall give a notice to the Noteholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or (ii) if it refrains from acting for any reason described in Clause 20.2.8.

20.3 Limited liability for the Agent

- 20.3.1 The Agent will not be liable to the Noteholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. The Agent shall never be responsible for indirect loss.
- 20.3.2 The Agent shall not be considered to have acted negligently if it has acted in accordance with advice from or opinions of reputable external experts engaged by the Agent or if the Agent has acted with reasonable care in a situation when the Agent considers that it is detrimental to the interests of the Noteholders to delay the action in order to first obtain instructions from the Noteholders.
- 20.3.3 The Agent shall not be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by the Agent to the Noteholders, provided that the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.
- 20.3.4 The Agent shall have no liability to the Noteholders for damage caused by the Agent acting in accordance with instructions of the Noteholders given in accordance with

Clause 16 (*Decisions by Noteholders*) or a demand by Noteholders given pursuant to Clause 14.12.

- 20.3.5 Any liability towards the Issuer which is incurred by the Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Noteholders under the Finance Documents.

20.4 Replacement of the Agent

- 20.4.1 Subject to Clause 20.4.6, the Agent may resign by giving notice to the Issuer and the Noteholders, in which case the Noteholders shall appoint a successor Agent at a Noteholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- 20.4.2 Subject to Clause 20.4.6, if the Agent is Insolvent, the Agent shall be deemed to resign as Agent and the Issuer shall within ten (10) Business Days appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 20.4.3 A Noteholder (or Noteholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a person who is a Noteholder on the Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Noteholders, be given by them jointly), require that a Noteholders' Meeting is held for the purpose of dismissing the Agent and appointing a new Agent. The Issuer may, at a Noteholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Noteholders that the Agent be dismissed and a new Agent appointed.
- 20.4.4 If the Noteholders have not appointed a successor Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent was dismissed through a decision by the Noteholders, the Issuer shall appoint a successor Agent which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- 20.4.5 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- 20.4.6 The Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and acceptance by such successor Agent of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent.
- 20.4.7 Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent. Its successor, the Issuer and each of the Noteholders shall have the same rights and

obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent.

- 20.4.8 In the event that there is a change of the Agent in accordance with this Clause 20.4, the Issuer shall execute such documents and take such actions as the new Agent may reasonably require for the purpose of vesting in such new Agent the rights, powers and obligation of the Agent and releasing the retiring Agent from its further obligations under the Finance Documents and the Agency Agreement. Unless the Issuer and the new Agent agree otherwise, the new Agent shall be entitled to the same fees and the same indemnities as the retiring Agent.

21 Appointment and Replacement of the Issuing Agent

- 21.1 The Issuer appoints the Issuing Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Notes.
- 21.2 The Issuing Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Issuing Agent at the same time as the old Issuing Agent retires or is dismissed. If the Issuing Agent is Insolvent, the Issuer shall immediately appoint a new Issuing Agent, which shall replace the old Issuing Agent as issuing agent in accordance with these Terms and Conditions.
- 21.3 The Issuing Agent shall enter into agreements with the CSD, and comply with such agreement and the CSD Regulations applicable to the Issuing Agent, as may be necessary in order for the Issuing Agent to carry out its duties under the Terms and Conditions.

22 Appointment and replacement of the CSD

- 22.1 The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD Regulations and the other regulations applicable to the Notes.
- 22.2 The CSD may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Noteholder or the listing of the Notes on the Regulated Market. The replacing CSD must be authorised to professionally conduct clearing operations pursuant to the Securities Markets Act (Sw. *lag (2007:528) om värdepappersmarknaden*) and be authorised as a central securities depository in accordance with the Financial Instruments Account Act.

23 No Direct Actions by Noteholders

- 23.1 A Noteholder may not take any steps whatsoever against the Issuer or with respect to the Transaction Security to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution,

liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the obligations and liabilities of the Issuer under the Finance Documents. Such steps may only be taken by the Agent.

- 23.2 Clause 23.1 shall not apply if the Agent has been instructed by the Noteholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Noteholder to provide documents in accordance with Clause 20.1.2), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment of any fee or indemnity due to the Agent under the Finance Documents or the Agency Agreement or by any reason described in Clause 20.2.8, such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 20.2.9 before a Noteholder may take any action referred to in Clause 23.1.
- 23.3 The provisions of Clause 23.1 shall not in any way limit an individual Noteholder's right to claim and enforce payments which are due to it under Clause 9.5 (*Mandatory repurchase due to a Change of Control Event*) or other payments which are due by the Issuer to some but not all Noteholders.

24 Prescription

- 24.1 The right to receive repayment of the principal of the Notes shall be prescribed and become void ten (10) years from the Redemption Date. The right to receive payment of interest (excluding any capitalised interest) shall be prescribed and become void three (3) years from the relevant due date for payment. The Issuer is entitled to any funds set aside for payments in respect of which the Noteholders' right to receive payment has been prescribed and has become void.
- 24.2 If a limitation period is duly interrupted in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new limitation period of ten (10) years with respect to the right to receive repayment of the principal of the Notes, and of three (3) years with respect to receive payment of interest (excluding capitalised interest) will commence, in both cases calculated from the date of interruption of the limitation period, as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

25 Notices and Press releases

25.1 Notices

- 25.1.1 Any notice or other communication to be made under or in connection with the Finance Documents:
- (a) if to the Agent, shall be given at the address registered with the Swedish Companies Registration Office (Sw. *Bolagsverket*) on the Business Day prior to dispatch or, if sent by email by the Issuer, to the email address notified by the Agent to the Issuer from time to time;

- (b) if to the Issuer, shall be given at the address registered with the Swedish Companies Registration Office on the Business Day prior to dispatch or, if sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and
- (c) if to the Noteholders, shall be given at their addresses as registered with the CSD, on the date such person shall be a Noteholder in order to receive the communication, and by either courier delivery or letter for all Noteholders. A Notice to the Noteholders shall also be published on the websites of the Parent and the Agent.

25.1.2 Any notice or other communication made by one person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter, or, if between the Issuer and the Agent, by email, and will only be effective, in case of courier or personal delivery, when it has been left at the address specified in Clause 25.1.1, or in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 25.1.1, or, in case of email, when received in readable form by the email recipient.

25.1.3 Any notice pursuant to the Finance Documents shall be in English.

25.1.4 Failure to send a notice or other communication to a Noteholder or any defect in it shall not affect its sufficiency with respect to other Noteholders.

25.2 Press releases

25.2.1 Any notice that the Issuer or the Agent shall send to the Noteholders pursuant to Clauses 9.3 (*Voluntary total redemption (Call option)*), 9.4 (*Early redemption due to illegality (call option)*), 11.1.6, 16.17, 17.1, 18.1 and 19.3 shall also be published by way of press release by the Issuer or the Agent, as applicable.

25.2.2 In addition to Clause 25.2.1, if any information relating to the Notes or the Issuer contained in a notice the Agent may send to the Noteholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such information to the Noteholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Noteholders, the Agent shall be entitled to issue such press release.

26 Force Majeure and Limitation of Liability

26.1 Neither the Agent nor the Issuing Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade, natural disaster, insurrection, civil commotion, terrorism or any other similar circumstance (a “**Force Majeure Event**”). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent or the Issuing Agent itself takes such measures, or is subject to such measures.

- 26.2 The Issuing Agent shall have no liability to the Noteholders if it has observed reasonable care. The Issuing Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- 26.3 Should a Force Majeure Event arise which prevents the Agent or the Issuing Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- 26.4 The provisions in this Clause 26 apply unless they are inconsistent with the provisions of the Financial Instruments Accounts Act which provisions shall take precedence.

27 Governing Law and Jurisdiction

- 27.1 These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden.
- 27.2 The Issuer submits to the non-exclusive jurisdiction of the City Court of Stockholm (Sw. *Stockholms tingsrätt*).

Signature page follows

We hereby certify that the above terms and conditions are binding upon ourselves.

Place: Stockholm, Sweden
Date: 3 May 2018

LENDIFY TECHNOLOGIES AB (PUBL)
as Issuer

Name:

Name:

We hereby undertake to act in accordance with the above terms and conditions to the extent they refer to us.

Place: Stockholm, Sweden
Date: 3 May 2018

INTERTRUST (SWEDEN) AB
as Agent

Name:

Name:

Schedule 1

Conditions Precedent for Settlement of Initial Notes

Documents and agreements

- (a) A copy of the constitutional documents of the Issuer;
- (b) a copy of a resolution of the board of directors, or other persons authorised to exercise the relevant powers of the Issuer, approving the transactions contemplated by the Finance Documents and resolving that it will execute, deliver and perform its obligations under the Finance Documents and all related documents to which it is or will become a party;
- (c) a copy of the executed Agency Agreement;
- (d) a copy of the executed Technology Platform Lease Agreement;
- (e) copies of the executed Security Documents and evidence that the relevant perfection requirements under the Security Documents have been executed and perfected (as applicable);
- (f) a copy of the executed Terms and Conditions; and
- (g) a copy of an executed Compliance Certificate, however, only certifying that so far as the Issuer is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it.

Schedule 2

Conditions Precedent for Settlement of Subsequent Notes

Documents and agreements

- (a) A copy of a resolution of the board of directors, or other persons authorised to exercise the relevant powers of the Issuer, approving the issue of the Subsequent Notes and the transactions contemplated thereby, and resolving that it will execute, deliver and perform its obligations under all related documents to which it is or will become a party in relation to issue of Subsequent Notes;
- (b) a copy of an executed Compliance Certificate, however, only certifying that so far as the Issuer is aware no Event of Default is continuing or would result from such issue of Subsequent Notes or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it.

Definitions

<i>Agent</i>	means Intertrust (Sweden) AB, Swedish Reg. No. 556652-5476, or another party replacing it as agent, in accordance with the Terms and Conditions.
<i>Euroclear</i>	means Euroclear Sweden AB, a limited liability company with Reg. No. 556112-8074.
<i>Issuing Agent</i>	means ABG Sundal Collier ASA (Reg. No. 883 603 362), or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions and the CSD Regulations.
<i>NGM</i>	means Nordic Growth Market NGM AB (Reg. No. 556556-2138, Mäster Samuelsgatan 42, SE-111 57 Stockholm, Sweden).
<i>Noteholder</i>	means the person who is registered on a Securities Account as direct registered owner (Sw. <i>ägare</i>) or nominee (Sw. <i>förvaltare</i>) with respect to a Note.
<i>Notes</i>	means the senior secured floating rate notes with ISIN SE0011089143.
<i>Parent</i>	means Lendify AB, a private limited liability company incorporated under the laws of Sweden with Reg. No. 556968-1744.
<i>Prospectus</i>	means this prospectus, including any documents incorporated by reference.
<i>SEK</i>	means the lawful currency in Sweden.
<i>Lendify Technologies or the Issuer</i>	means Lendify Technologies AB (publ), a public limited liability company incorporated under the laws of Sweden with Reg. No. 559003-8633.
<i>Swedish Companies Act</i>	means the Swedish Companies Act (Sw. <i>aktiebolagslagen (2005:551)</i>).
<i>Terms and Conditions</i>	means the terms and conditions for the Notes.

Addresses

Issuer

Lendify Technologies AB (publ)
Östermalmstorg 1
SE-114 42 Stockholm,
Sweden
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(<https://lendify.se/investmentfunds/lendifytechnologies>)

Issuing Agent

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0115 Oslo, Norway
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(www.abgsc.com)

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(www.euroclear.com)

Agent

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