

# Mogo Finance

a public limited liability company (*société anonyme*)  
governed by the laws of the Grand Duchy of Luxembourg,  
with registered office at 8-10, Avenue de la Gare, L-1610 Luxembourg  
Grand Duchy of Luxembourg

and registered with the Luxembourg Register of Commerce and Companies  
(*Registre de Commerce et des Sociétés de Luxembourg (RCS)*) under the registration  
number B174457  
("Issuer")

## CONVENING NOTICE

relating to the

**EUR 100,000,000.00 9.50 % Senior Secured Bonds 2018/2022**

International Securities Identification Number (ISIN): XS1831877755

Common Code: 183187775

(the "**Bonds**")

with a term from 11 July 2018 until 10 July 2022 and divided into 100,000 bonds in the principal amount of EUR 1,000.00, each payable to the bearer and ranking *pari passu* with each other.

Notice of a meeting of bondholders is hereby given to the holders of the Bonds (respectively one "**Holder**" and together the "**Holders**") to be held on 27 January 2021 at 02:00 P.M. CET at the premises of GSK Stockmann SA, as further set out below

("Meeting"; this convening notice to the Meeting, "**Convening Notice**").

### **Preliminary notices**

Holders should note the following information:

The publication of this Convening Notice and the information contained herein does not constitute an offer. In particular, the publication and the information contained herein constitute neither an offer to sell nor an offer or invitation to buy, acquire or subscribe for notes or other securities in the Grand Duchy of Luxembourg or any other member state of the European Economic Area (EEA).

**Up to 1.00% Amendment Fees shall be paid by the Issuer to the Holders subject to certain conditions, as set out under section 6.**

This Convening Notice has been given through the Clearing System in accordance with Condition 16.2 of the terms and conditions of the Bonds (the "**Terms and Conditions**"). Neither the Issuer nor affiliated companies nor its respective legal representatives, employees or advisers and agents assume any obligation in connection with this Convening Notice to

update the information contained herein or to provide information about circumstances after the date of this Convening Notice.

Terms defined in the Terms and Conditions shall have the same meaning in this Convening Notice, unless otherwise defined herein.

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## 1. EXPLANATION OF THE PROPOSED RESOLUTIONS AND CONNECTED AMENDMENTS

On 10 July 2020, the Issuer received a letter from representatives of Holders holding not less than 10% of the principal amount of all the Bonds outstanding regarding, *inter alia*, the convening of a meeting in accordance with Condition 16.2 (*Convening of physical meetings*) of the Terms and Conditions, in order to replace Greenmarck Restructuring Solutions GmbH as Agent and bondholders' representative.

Pursuant to a letter dated 8 January 2021 from the Issuer to Greenmarck Restructuring Solutions GmbH as Agent (the "**Revocation Letter**"), the Agent, by countersigning such Revocation Letter, revoked with effect upon the approval of Proposal 1 (as defined in section 2 below) and Proposal 2 (as defined in section 2 below), the waiver granted by it of the waiver letter dated 17 June 2020 (the "**Waiver Letter**").

After having verified the title of such Holders, the Issuer agreed with such Holders to the terms of the Proposals (as defined in section 2 below) and the Connected Amendments (as defined in section 2.4 below) that (i) will strengthen the Holders' security position by means of continuous portfolio growth and (ii) temporarily increase the potential financial covenants headroom, in exchange of a liquidity undertaking that would ensure timely payment of interests.

## 2. PROPOSALS | CONNECTED AMENDMENTS | REVOCATION OF WAIVER LETTER | AGENDA

The Holders will be requested to agree to the following (as further set out under sections 2.1 to 2.4 below):

- (a) to replace the Agent and bondholders' representative (the "**Proposal 1**");
- (b) to amend Condition 12.1 (*Financial conditions*) of the Terms and Conditions (the "**Proposal 2**"); and
- (c) to amend the definition of Permitted Debt (the "**Proposal 3**" and, together with the Proposal 1 and the Proposal 2, the "**Proposals**"),

subject to the condition that, by approving Proposal 2 and Proposal 3, the Connected Amendments (as defined in section 2.4 below) shall be approved and shall be implemented.

In the event that the Proposal 2 and the Proposal 3 are validly approved and the Terms and Conditions are amended accordingly (which includes, for the avoidance of doubt, the Connected Amendments), the Issuer will make the following cash payments to the Holders who voted in favour of the respective Proposals:

- In case the Proposal 2 is passed, 0.50 per cent. of the nominal amount of the Bonds held by the respective Holders who agreed to the Proposal 2 pursuant to section 6 below;

- In case the Proposal 3 is passed, additional 0.50 per cent. of the nominal amount of the Bonds held by the respective Holders who agreed to the Proposal 2 pursuant to section 6 below.

## **2.1 Replacement of the Agent pursuant to Condition 9.3(b) of the Terms and Conditions**

- (a) By approving the Proposal 1, the Holders instruct the Issuer to terminate the agency agreement dated 5 July 2018 as amended and restated on 13 November 2018, 30 November 2018 and on 11 November 2019 entered into with Greenmarck Restructuring Solutions GmbH and appoint **TMF Deutschland AG**, part of TMF Group, as new Agent and bondholders' representative in accordance with Conditions 9 and 17 of the Terms and Conditions. For the avoidance of doubt, the appointment of Greenmarck Restructuring Solutions GmbH as Security Agent shall remain unaffected.
- (b) In the event that, after the Proposal 1 is approved, TMF Deutschland AG will not be in the position to be appointed as new Agent and bondholders' representative, the Issuer shall appoint a different agent, choosing among reputable international firms (the "**Replacement Agent**"). Appointment of any Replacement Agent as Agent and bondholders' representative shall be ratified by Holders representing at least 30 per cent. of the principal amount outstanding of the Bonds.
- (c) A new agency agreement shall be entered into with TMF Deutschland AG or any Replacement Agent and such new agency agreement shall include an acknowledgement and acceptance of TMF Deutschland AG or the Replacement Agent (as applicable) of the Revocation Letter.
- (d) The definition of "Agent" and "Agent Agreement" in the Terms and Conditions, together with the Security Agent Agreement, shall be amended accordingly.

## **2.2 Amendment of the Condition 12.1 (*Financial conditions*) in the Terms and Conditions pursuant to Condition 16.3 (*Quorum and majority*) of the Terms and Conditions**

By approving the Proposal 2, the Holders agree to amend Condition 12.1 (*Financial conditions*) of the Terms and Conditions as follows:

### *"12.1 Financial Conditions*

*The Issuer shall ensure that either:*

- (a) the Interest Coverage Ratio for the Relevant Period is at least 1.25.;*  
*and*
- (b) the Capitalization Ratio for the Relevant Period is at least:*

- (i) 8.00 per cent until the end of the financial year ending on 31 December 2018;*
  - (ii) 10.00 per cent until the end of the financial year ending on 31 December 2019; and*
  - (iii) 15.00 per cent until the end of the financial year ending on 31 December 2020 and until full repayment of the Bonds; or*
- (c) should the Interest Coverage Ratio and the Capitalization Ratio be lower than the thresholds set out under Conditions 12.1(a) and 12.1(b) above:*
- (i) the Cash and Cash Equivalents of the Group are at least EUR 5,000,000 and shall remain at least EUR 5,000,000 for as long as the Interest Coverage Ratio and the Capitalization Ratio are lower than the thresholds set out under Conditions 12.1(a) and 12.1(b) above;*
  - (ii) the Interest Coverage Ratio is at least 1.25, starting as of 31 March 2021 and calculated on a relevant period of*
    - (A) three (3) consecutive calendar months until the end of the interim quarter ending on 31 March 2021;*
    - (B) six (6) consecutive calendar months until the end of the interim quarter ending on 30 June 2021;*
    - (C) nine (9) consecutive calendar months until the end of the interim quarter ending on 30 September 2021; and*
    - (D) twelve (12) consecutive calendar months until the end of the financial year ending on 31 December 2021; and*
  - (iii) the Capitalization Ratio for the Relevant Period is at least*
    - (A) 11.50 per cent as from the Relevant Period ending on 31 December 2020;*
    - (B) 12.50 per cent as from the Relevant Period ending on 31 March 2020;*
    - (C) 13.50 per cent as from the Relevant Period ending on 30 June 2021; and*
    - (D) 15.00 per cent as from the Relevant Period ending on 30 September 2021 and until full repayment of the Bonds.”*

## 2.3 Amendment of the definition of “Permitted Debt” in the Terms and Conditions pursuant to Condition 16.3 (*Quorum and majority*) of the Terms and Conditions

- (a) By approving the Proposal 3, the Holders agree to partially amend items (l) and (m) of the definition of Permitted Debt in the Terms and Conditions as follows:
- (b) **“Permitted Debt”** means any Financial Indebtedness:
- (c) [...]
- (l) *incurred by a Guarantor as a loan and/or a buyback guarantee granted in the context of the sale, lease, license, assignment, transfer, disposal, encumbrance or pledge to marketplace lending platforms and/or peer-to-peer platforms of loans, receivables and claims owned by such Guarantor, provided that such sale, lease, license, assignment, transfer, disposal, encumbrance or pledge is limited to (unless, for the sake of clarity, if permitted by item (h), including refinancing thereof), (A) the aggregate principal amount of (i) EUR 80,000,000 plus (ii) 1.5 multiplied by any New Shareholder Injections received on or after 1 December 2020 and (B) together with any Financial Indebtedness incurred in accordance with item (m) below, 70 per cent of the Net Loan Portfolio of such Guarantor; and*
- (m) *Financial Indebtedness incurred by a Guarantor in an aggregate principal amount (or accreted value, as applicable) which, when taken together with the principal amount of any other Financial Indebtedness incurred under this item (m) and outstanding will not exceed 20 per cent. of the Net Loan Portfolio of such Guarantor (all such Financial Indebtedness is together referred to as the “Permitted Basket”).”*
- (d) All other items of the definition of Permitted Debt of the Terms and Conditions shall remain unaffected.

## 2.4 Connected Amendments

By approving the Proposal 2 and the Proposal 3, the Holders agree that the Terms and Conditions be further amended as follows:

- (a) A new Condition 11.17 (*Longo branded entities*) shall be inserted into the Terms and Conditions, which shall read as follows:

*“The Issuer undertakes to the benefit of the Holders to use best efforts to ensure that the payment of the outstanding purchase price of Longo branded entities is made according to the following repayment schedule:*

- *By 31.12.2020 – EUR 2m*
- *By 31.03.2021 – EUR 1.5m*
- *By 30.06.2021 – EUR 1.5m*

- By 30.09.2021 – EUR 2m
  - By 31.12.2021 – EUR 2.1m
  - By 31.03.2022 – EUR 2.1m”
- (b) A new definition of Related Parties shall be inserted into Condition 1.1 (*Definitions*) of the Terms and Conditions, which shall read as follows:
- “**Related Party**” shall have the same meaning as ‘related party’ under IAS 24 – Related Party Disclosures, noting that each reference to ‘reporting entity’ in the IAS 24 – Related Party Disclosures definition of ‘related party’ shall be construed to be a reference to the Issuer and its Subsidiaries. In addition, an entity shall also fall under the definition of Related Party for the purposes of these Terms and Conditions if 30% or more of the outstanding shares or other equity instruments of that entity are held by shareholders who are also shareholders (directly or indirectly) of the Issuer or its Subsidiaries.”*
- (c) The term “Affiliates” in Condition 11.12 (*Dealings with related parties*) of the Terms and Conditions shall be changed to “Related Parties”.
- (d) A new Condition 11.18 (*Related Party acquisitions*) shall be inserted into the Terms and Conditions, which shall read as follows:
- “The Issuer shall not, and procures that no member of the Group, acquire any Related Party other than through the integration of such Related Party by increasing the Group’s equity, or combining the equity of the target Related Party with the Group’s equity.”*
- (e) Amendment of Condition 18.1(d) to read as follows:
- “if to the Holders, shall be published on the Issuer’s website and/or otherwise in accordance with the provisions of legal regulations. A notice will be deemed to be made on the day of its publication (in case of more than one publication, on the day of the first publication). As long as the Bonds are cleared, the Issuer shall also make notifications to the clearing system for communication by the clearing system to the Holders or directly to the Holders, provided this complies with the rules of the stock exchange on which the Bonds are listed. Notifications vis-à-vis the clearing system will be deemed to be effected seven (7) days after the notification of the clearing system, direct notifications of the Holders will be deemed to be effected upon their receipt.”*
- (f) The definition of “New Shareholder Injections” in Condition 1.1 shall be partially amended and shall read as follows:
- “**New Shareholder Injections**” means the aggregate amount subscribed for by any person (other than a member of the Group) for ordinary shares in the Issuer or for any Shareholder Loan on terms acceptable to the Agent.”*



- (g) The definition of “*Shareholder Loan*” in Condition 1.1 shall be partially amended and shall read as follows:

*““Shareholder Loan” means any loan raised by an Obligor from its current or previous direct or indirect shareholder, if such shareholder loan (a) according to its terms, is subordinated to the obligations of the Issuer under the Finance Documents and (b) according to its terms, has a final redemption date or, when applicable, early redemption dates or instalment dates which occur only after the Maturity Date and according to its terms yield only payment-in-kind interest or where payment of principal and interest can only be made under Condition 11.2 (Distributions).”*

Points (a) to (g) in this section 2.4 are throughout this Convening Notice referred to as the “**Connected Amendments**”.

## **2.5 Revocation of Waiver Letter**

The Issuer hereby grants its consent in advance to the revocation (the “**Revocation**”) of the Waiver Letter pursuant to the Revocation Letter (noting that the Revocation only becomes effective upon and with effect as of the approval of the Proposal 1 and the Proposal 2).

Following the entry into effect of the Revocation, the Issuer shall update its website accordingly to reflect this.

## **2.6 Resolutions and Connected Amendments**

The resolution items in section 2.1 (i.e., the Proposal 1), section 2.2 (i.e., the Proposal 2) and in section 2.3 (i.e., the Proposal 3) constitute three separate proposals. These Proposals will therefore only be voted separately. The Connected Amendments set out in section 2.4 are deemed automatically approved and effective upon approval of the Proposal 2 and the Proposal 3. No distinct or separate vote or resolution need be taken on the Connected Amendments.

## **2.7 Effectiveness of the resolutions**

Each resolution passed pursuant to this section 2 shall become effective upon publication of the resolutions of the Holders on the website of the Issuer (<https://mogo.finance/bonds/>) in accordance with section 7.4.

## **2.8 Issuer’s consent**

The Issuer hereby grants its consent in advance, i.e. with publication of this Convening Notice, to the Proposals and, subject to the Proposal 2 and the Proposal 3 being passed, to the Connected Amendments.

## 2.9 Effectiveness of the Amendments

Following the effectiveness of the Proposal 2 and/or the Proposal 3 in accordance with section 2.7 above, the amendments of the Terms and Conditions (including, for the avoidance of doubt, the Connected Amendments) will become effective once the amended Terms and Conditions have been filed with the common depository for Clearstream, Luxembourg and attached to the global bond representing the Bonds.

A notice to this effect will be accordingly published on the website of the Issuer (<https://mogo.finance/bonds/>).

## 3. QUORUM AND MAJORITY REQUIREMENT

Modification of Conditions (other than any modification, authorization or waiver as described in Condition 16.14 (*Amendments and waivers not requiring a Holders' resolution*)), as per the Proposal 2 and the Proposal 3, may only be made by a resolution approved by two-thirds of votes cast (an "**Extraordinary Resolution**").

Other resolutions concerning, inter alia, (i) the approval of any conservatory measure taken in the common interest of the Holders, (ii) the determination of any other measures aimed at defending the Holders' interests or the exercise by the Holders of their rights, as per the Proposal 1, will be taken by a resolution approved by a simple majority of votes cast (an "**Ordinary Resolution**").

The quorum in accordance with Condition 16.3 (*Quorum and majority*) will only be satisfied if the Holders who duly participate in the vote (i.e., in particular according to the provisions of this Convening Notice) in terms of value represent at least half of the outstanding Bonds.

Bonds whose voting rights are suspended do not count as outstanding Bonds.

Pursuant to Condition 16.3 (*Quorum and majority*), if no quorum is present within thirty (30) minutes from the time appointed for any meeting of the Holders, the meeting shall be adjourned to such day (not being less than fourteen (14) days nor more than twenty-eight (28) days after the date of the original meeting) and time and place as the chairman directs. At any such adjourned meeting the Holder or Holders or proxies for Holders present, regardless of the number of Bonds held or represented by them, will constitute a quorum for all purposes.

## 4. LEGAL CONSEQUENCES UPON ADOPTION OF THE RESOLUTION

The legal consequences differ depending on whether the Proposals will be passed or not.

If the Holders validly pass the Proposals, this has, in particular, the following legal consequences:

- A resolution on the Proposals passed by the Holders with the necessary majority is equally binding on all Holders, even if they did not participate in the resolution or voted against any of the Proposals.
- The Terms and Conditions will be amended in accordance with the Proposals.

If none of the Proposals is passed (*e.g.*, because the quorum is not met or the required majority is not reached), the Terms and Conditions remain valid in their present form.

## 5. PROCEDURE OF THE MEETING

### 5.1 Place and time

The Meeting will be held at the premises of the law firm GSK Stockmann SA, 44, Avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg on 27 January 2021 at 02:00 P.M. CET, or at the different place and time communicated by the Issuer on its website no later than two Business Days before the Meeting.

Lawyers of GSK Stockmann SA will act as chairman (the “**Chairman**”) and secretary (the “**Secretary**”) of the Meeting.

### 5.2 Voting Procedure

As a consequence of the COVID-19 pandemic, participation to the Meeting will be possible only in accordance with article 1(1) of the Luxembourg law of 23 September 2020, as amended, introducing measures concerning meetings in companies and other legal entities.

#### (a) Appointment of the Proxyholder

Holders can exercise their voting rights by appointing Mr. Franck Cera as a proxy (with power of substitution) (the “**Proxyholder**”) to participate in and vote at the Meeting on their behalf by indicating the type of vote in respect of the Proposal 1, the Proposal 2 and the Proposal 3.

Once the instructions to vote by proxy at the Meeting have been given, the Holder's interest in the Bonds will be blocked until the conclusion of the Meeting. This means that it may not be possible to sell such Bonds until the conclusion of the Meeting.

Proxies shall be cast with Clearstream Banking, S.A., Luxembourg (“**Clearstream**”) or with Euroclear Bank SA/NV (“**Euroclear**”) and, with Clearstream, the “**Clearing System**”) by submitting an electronic voting instruction (including a Special Confirmation with Blocking Notice) to vote and to block the relevant Bonds in the relevant Clearing System, given in such form as is specified by the Clearing System from time to time (the “**Consent Instruction**”). Each Consent Instruction must be delivered through the relevant Clearing System by a Holder in accordance with the procedures of the relevant Clearing System instructing the relevant Clearing System that the vote

attributable to the Bonds, which are the subject of such electronic voting instruction, should be cast in a particular way in relation to the Proposals and the amendments of the Terms and Conditions.

Each Holder must clearly state in its Consent Instruction:

- consent to the grant a proxy to vote to the Proxyholder;
- its full name and address, in order to allow its clear identification by the Tabulation Agent (as defined below) and the Proxyholder;
- the aggregate nominal amount of the Bonds credited to his/her securities account on the date of such statement.

The Clearing System will deliver the Consent Instructions received from the Holders during the Submission Period (as defined below) to Banque Internationale à Luxembourg SA, acting as principal paying agent and common depository (the “**Paying Agent**”) and, subsequently, the Paying Agent will deliver the Consent Instructions to the Tabulation Agent and the Proxyholder.

The Issuer appointed Schalast Rechtsanwälte Notare, a German law firm, with registered office in Mendelssohnstraße 75-77, 60325 Frankfurt am Main, Germany, as tabulation agent (the “**Tabulation Agent**”). The Tabulation Agent will gather and list the Consent Instructions granted to the Proxyholder, as communicated by the Paying Agent, and assist the Chairman, the Secretary and the Proxyholder, in conducting the Meeting.

The appointment of the Proxyholder shall be valid notwithstanding the previous death or insanity of the principal Holder or revocation of the proxy or of the authority under which the proxy is given unless notification in writing of the death, insanity or revocation shall have been received at the registered office of the Issuer prior to the commencement of the Meeting or adjourned Meeting or the taking of the poll at which the proxy is to be used.

**The period to give instruction is scheduled from 12 January 2021 at 09:00 A.M. C.E.T. until 25 January 2021 at 02:00 P.M. C.E.T. (the “Submission Period”).**

(b) Presence at the Meeting

Holders who wish to be present at the Meeting shall notify Aalto Capital AG at the following address no later than four Business Days before the Meeting:

Aalto Capital AG  
For the attention of Mr. Steinbeisser  
“Mogo Finance-Bonds: Meeting”

e-mail: manfred.steinbeisser@aaltocapital.com  
telephone: +49 175 266 89 01

The request to be present to the Meeting shall be submitted together with **proof of the eligibility** to participate in the form of a **Special Confirmation** and a **Blocking Notice** from the depository bank (each as defined in section 5.3).

It is requested that Holders that are not individuals but legal entities or partnerships prove their power of representation by submitting a current extract from a relevant register or another equivalent confirmation.

If Holders are represented by a legal representative (e.g., a child by his/her parents, a ward by its legal guardian) or by an officeholder (e.g., an insolvency administrator), the legal representative or officeholder is requested to prove its statutory power to represent the Holder.

- (c) In case of an error in a Consent Instruction communicated by the Paying Agent to the Tabulation Agent and the Proxyholder, which would result in the related vote not being taken into account by the Tabulation Agent, the Tabulation Agent shall, as soon as practicable, inform the Paying Agent, who shall instruct the Clearing System to reject the Consent Instruction received from the respective Holder. The respective Holder shall then submit a new Consent Instruction for the Holder's vote to be able to be taken into account.

Furthermore, Holders who wish to be present at the Meeting and who have submitted the requested Special Confirmation and Blocking Notice shall be notified by the Issuer that all necessary steps have been completed for the Holders to be able to be present at the Meeting.

### **5.3 Evidence for the Vote Submission**

Holders must prove their eligibility to participate in the Meeting.

**In case of proxies submitted to the Clearing System** in accordance with section 5.2(a), each Holder must procure that such Bonds subject to a Consent Instruction have been blocked in the securities account to which they are credited in the relevant Clearing System with effect as from, and including, the day on which the Consent Instruction is delivered through the Clearing System, so that no transfers of such Bonds may be effected at any time after such date until the date that such Bonds are unblocked pursuant to the terms set out in this Convening Notice. Such Bonds should be blocked in accordance with the procedures of the relevant Clearing System and the deadlines required by the relevant Clearing System. The Tabulation Agent and the Proxyholder shall be entitled to treat the submission of a Consent Instruction as Special Confirmation and Blocking Notice, i.e., a confirmation that such Bonds have been so blocked. The Tabulation Agent and the Proxyholder may require the relevant Clearing System to confirm in writing that such Bonds have been blocked with effect as from the date of submission of the Consent Instruction. In the event that the relevant

Clearing System fails to provide such confirmation, the Tabulation Agent and the Proxyholder shall be entitled, but not obliged, to reject the Consent Instruction and if rejected, the Vote Submission in respect thereof shall be treated as not having been made.

**In case of attendance of the Meeting** in accordance with section 5.2(b) above, proof is to be provided through both a special confirmation by the depository bank in accordance with letter (a) below ("**Special Confirmation**") and by presenting a blocking notice issued by the depository bank in accordance with letter (b) below ("**Blocking Notice**").

(a) Special Confirmation

A Special Confirmation is a certification of the depository bank which states the aggregate nominal value and/or the number of the Bonds which were credited on the day of the issuance of this certification to the securities account of the respective Holder at this depository bank and in which Holder actually holds the account.

(b) Blocking Notice

A Blocking Notice from the depository bank is a notice according to which the Bonds held by the Holder are blocked by the depository bank until the end of the Meeting.

Holders should contact their depository bank in good time regarding the formalities of the Special Confirmation and the Blocking Notice.

We kindly ask to use the form provided by the Issuer for the purposes of the Special Confirmation with Blocking Notice. The form for the Special Confirmation with Blocking Notice, which can be used by the depository bank, can be downloaded from the website of the Issuer (<https://mogo.finance/bonds/>) from the point in time when the publication of this Convening Notice is published.

## 5.4 Costs

The Issuer will bear the costs of the Meeting and pay all fees and expenses in connection with the Meeting, except for any fees and expenses incurred by any individual Holder in connection with the Meeting.

## 6. FEES TO THE HOLDERS

### 6.1 Amendment Fees

In the event that the Proposal 2 is passed and the Terms and Conditions are amended accordingly, the Issuer will make a one-time cash payment to the Holders who approved the Proposal 2, and such payment shall be equal to 0.50 per cent. of the

nominal amount of the Bonds held by the respective Holders who approved the Proposal 2 (the “**Amendment Fee 1**”).

In the event that the Proposal 3 is passed and the Terms and Conditions are amended accordingly, the Issuer will make a one-time cash payment to the Holders who approved the Proposal 3, and such payment shall be equal to 0.50 per cent. of the nominal amount of the Bonds held by the respective Holders who approved the Proposal 3 (the “**Amendment Fee 2**” and, together with the Amendment Fee 1, the “**Amendment Fees**”).

## **6.2 Payment of the Amendment Fees**

In case of vote by proxy to the Clearing System in accordance with section 5.2(a), payment of the Amendment Fees will be made through the Clearing System.

In case of attendance of the Meeting in accordance with section 5.2(b), such Holder shall provide the Issuer with the bank account details for payment of the Amendment Fees. **Failure to provide the Issuer with the bank account details will result, at the discretion of the Issuer, in the forfeiture of the Amendment Fees.**

Payment of the Amendment Fees shall be made within two weeks after the amendments of the Terms and Conditions become effective in accordance with section 2.9 above. No Amendment Fees will be paid if (i) the Meeting is terminated, withdrawn or otherwise not consummated, or (ii) the relevant Proposal is not passed, or (iii) the Terms and Conditions are not otherwise amended. If only one Proposal is approved, only the related Amendment Fee shall be paid to the Holders who voted in favour of such Proposal (e.g., if Proposal 3 is approved, but Proposal 2 is not approved, only Holders who voted in favour of Proposal 3 will receive the Amendment Fee 2).

## **7. ELIGIBILITY TO PARTICIPATE, VOTING RIGHT, COUNTING OF VOTES AND PUBLICATION OF VOTING RESULT AND MINUTES OF THE MEETING**

### **7.1 Eligibility to participate**

All Holders are entitled to participate in the Meeting and to exercise their voting rights.

The Holders must prove their ownership of one or more Bonds in accordance with section 5.3. If this proof is not provided or not provided in time, the respective Holder is not entitled to participate or vote. Representatives of the Holder may also not exercise the voting right in such cases.

### **7.2 Voting right**

Each Holder shall participate in votes in accordance with the principal amount or arithmetical share of the outstanding Bonds held by such Holder. Therefore, each Bond with a nominal value of EUR 1,000.00 entitles its Holder to one vote in the Meeting.

### 7.3 Counting the votes and publication of voting result

The voting result is determined by the Chairman and the Secretary, as assisted by the Tabulation Agent, on the basis of the addition method, *i.e.* the YES votes and the NO votes submitted will be counted. All votes submitted properly and accompanied with the required verifications will be taken into account.

Reference is made to section 3 with regard to the quorum requirements.

The voting result shall be made available to the Holders in written format on the Issuer's website (<https://mogo.finance/bonds/>) promptly and latest on the first Business Day following the Meeting.

### 7.4 Minutes of the Meeting

In accordance with Condition 16.12 (*Minutes*) of the Terms and Conditions, minutes of the Meeting (the "**Minutes**") will be drawn up. The Minutes include, *inter alia*, the voting results on the Proposals and will be made available to the Holders on the Issuer's website (<https://mogo.finance/bonds/>) within a reasonable period of time and no later than three Business Days after the Meeting.

## 8. DOCUMENTS

Essential documents in connection with the Meeting will be made available to the Holders on the Issuer's website (<https://mogo.finance/bonds/>). From the day of publication of this Convening Notice until the end of the Meeting, the following documents, among others, are available to the Holders on the Issuer's website:

- this Convening Notice;
- the form for the Special Confirmation and the Blocking Notice; and
- the Terms and Conditions.

Within a reasonable period of time and no later than three Business Days after the Meeting, the following documents will be made available to the Holders on the Issuer's website:

- the Minutes; and
- subject to the approval of the respective Proposals, a consolidated copy of the Terms and Conditions reflecting the respective Proposals approved and, in case, the Connected Amendments.

Queries in relation to abovementioned documents and the procedure may be submitted via telephone or e-mail to:

Aalto Capital AG  
For the attention of Mr. Steinbeisser  
"Mogo Finance-Bonds: Meeting"



e-mail: manfred.steinbeisser@aaltocapital.com  
telephone: +49 175 266 89 01

## **9. MISCELLANEOUS**

- 9.1 This Convening Notice, the form for the Special Confirmation and Blocking Notice, Consent Instruction, voting proxies, votes cast and Minutes as well as any non-contractual obligations or matters arising from or in connection with the above provisions and the Meeting shall be governed by and construed in accordance with Luxembourg law.
- 9.2 All documents that are to be submitted in conjunction with the Meeting must be in English language.

### **Data Protection Notice:**

Since 25 May 2018, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) applies throughout EEA. The protection of the personal data of our Holders and their legally compliant processing have a high priority for us. In our data protection information for Holders we have therefore summarized all information on the processing of personal data of our Holders in one place. Information on data protection can be found on the website of the Issuer (<https://mogo.finance/bonds/>).

Luxembourg, 11 January 2021

Mogo Finance