

**TWINO**

# **Base Prospectus**



## SIA TWINO INVESTMENTS VIETNAM

(a limited liability company incorporated and registered in the Republic of Latvia  
with the unified registration number 40203380037 and LEI 9845001E8B5BB4783E93)

### EUR 10 000 000 PROGRAMME FOR THE ISSUANCE OF ASSET-BACKED SECURITIES

Under this EUR 10 000 000 Programme for the Issuance of Asset-Backed Securities (the “**Programme**”) described in this Base Prospectus (as may be amended, updated and supplemented from time to time) (the “**Base Prospectus**”) SIA TWINO Investments Vietnam, incorporated in and operating under the laws of the Republic of Latvia with unified registration number 40203380037 (the “**Issuer**”) subject to compliance with all the relevant laws and regulations may from time to time issue in one or several series (the “**Series**”) asset-backed securities (the “**Securities**”) denominated in EUR. The maximum aggregate nominal amount of the Securities from time to time outstanding under the Programme and issued by the Issuer will not at any time exceed EUR 10 000 000 (or its equivalent in any other currency). The Securities will be distributed by way of a public offer.

References herein to “the Base Prospectus” shall, where applicable, be deemed to be references to the Base Prospectus, including the documents attached herein or incorporated herein by reference (*see Section “DOCUMENTS AVAILABLE” herein*), as supplemented or amended from time to time.

To the extent not set forth in the Base Prospectus, the specific terms of any Securities will be included in the relevant final terms (the “**Final Terms**”) (a form of which is contained herein), therefore the prospectus relating to Series issued under the Programme consists of this Base Prospectus and the respective Final Terms.

The nominal amount of each Security shall be specified in the Final Terms and shall be at least EUR 1.00. The Securities will be offered for subscription for a minimum investment amount, which will be specified in the Final Terms. The Securities will be issued in registered and book-entry form. The Securities shall be governed by the laws of the Republic of Latvia.

The Base Prospectus has been drawn up in accordance with Article 8 of *the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC* (the “**Prospectus Regulation**”) and *the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Prospectus Regulation as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004*, in particular, with Annex 9 “*Registration document for asset-backed securities*”, Annex 14 “*Securities note for retail non-equity securities*” and Annex 19 “*Asset-backed securities*” thereof.

The Financial Capital Market Commission (*in Latvian – Finanšu un kapitāla tirgus komisija*) (the “**FCMC**”) in its capacity as the competent authority in the Republic of Latvia for the purposes of the Prospectus Regulation, has approved the Base Prospectus. The Base Prospectus is valid for a period of twelve (12) months after its approval by the FCMC and must during such period in accordance with Article 23 of the Prospectus Regulation be completed by a supplement to the Base Prospectus in the event of any new significant facts or material errors or inaccuracies. The obligation to supplement the Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Base Prospectus is no longer valid.

Investment in the Securities to be issued under the Programme described in the Base Prospectus involves certain risks. Prospective investors should carefully acquaint themselves with such risks before deciding to invest in the Securities (*see Section “RISK FACTORS” herein*). Investment in the Securities must be based on the Base Prospectus as a whole. Hence, we ask you to study the Base Prospectus with care.

Except where specified otherwise, capitalised words and expressions in the Base Prospectus have the meaning given to them in *Section 13.17 “Definitions”* of the Terms and Conditions of the Securities. The Base Prospectus and any supplement thereto will be published on the website [www.twino.eu](http://www.twino.eu) and copies may be obtained at the following address: 42 Dzirnavu Street, Riga, LV-1010, Latvia during normal business hours on any business day.

The date of the Base Prospectus is 2<sup>nd</sup> of November 2022.

## IMPORTANT NOTICES

*Words and expressions defined in the Terms and Conditions of the Securities or elsewhere in the Base Prospectus have the same meanings in this section, unless otherwise stated.*

The Base Prospectus (together with any supplement thereto published from time to time (each a “**Supplement**” and, together, the “**Supplements**”)) constitutes a base prospectus for the purposes of Article 8 of the Prospectus Regulation, and for the purposes of giving all necessary information, with regard to the Issuer, the Securities and the other parties involved in the issuance and offering of the Securities, which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, the rights attaching to the Securities and the reason for the issuance and its impact on the Issuer.

Considering that the Base Prospectus contains information that is material in the context of the issue and offering of the Securities, responsibility for the information provided in the Base Prospectus is defined in *Section “RESPONSIBILITY STATEMENT”* herein.

The Base Prospectus should be read and construed in conjunction with any Supplement thereto and with any relevant information of the documents incorporated by reference (*see Section “DOCUMENTS AVAILABLE” herein*), the information of which shall be incorporated in and form part of the Base Prospectus and, in relation to any Series (as defined herein) of Securities, should be read and construed together with the relevant Final Terms, the Base Prospectus and the relevant Final Terms being together, the “**Base Prospectus**”.

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

No representation or warranty is made or implied by the Distributor or any of their respective affiliates, and the Distributor or any of their respective affiliates makes any representation or warranty or accepts any responsibility, as to the accuracy or completeness of the information contained in the Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Security shall, in any circumstances, create any implication that the information contained in the Base Prospectus is true subsequent to the date thereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial situation of the Issuer since the date thereof or, as the case may be, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of the Base Prospectus, any Final Terms, any offering materials under the Programme and the offering, sale and delivery of the Securities in certain jurisdictions may be restricted by law.

Under no circumstances shall the Base Prospectus constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. No action has been taken by the Issuer or the Distributor which would permit a public offering of any Securities or distribution of the Base Prospectus in any such jurisdiction where action for that purpose is required. Accordingly, no Securities may be offered or sold, directly or indirectly and neither the Base Prospectus nor any Final Terms or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Distributor has represented that all offers and sales by them will be made on the same terms. Persons into whose possession the Base Prospectus or any Final Terms come are required by the Issuer and the Distributor to inform themselves about and to observe any such restrictions.

Neither the Base Prospectus nor any Final Terms constitutes an offer of, or an invitation by or on behalf of the Issuer or the Distributor to subscribe for, or purchase, any Securities. For a description of certain restrictions on offers, sales and deliveries of the Securities and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Securities, see Section “*Subscription and Sale*” herein.

**MiFID II Product Governance / Target Market.** The Base Prospectus in respect of any Securities includes a legend entitled “*MiFID II Product Governance*” providing information about the Target Market assessment in respect of the Securities undertaken by the Distributor by taking into account the five (5) categories referred to in item 18 of

the Guidelines published by the European Securities and Markets Authority (ESMA) on 5 February 2018 and the determined appropriate distribution channels of the Securities that are appropriate. For the avoidance of doubt, the Issuer is not a MiFID II regulated entity and does not qualify as a distributor or a manufacturer under the Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID II Product Governance Rules**"). The Issuer is not and will not be regulated by the FCMC as a result of issuing the Securities. Any investment in Securities does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the FCMC.

**Independent review and advice.** The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor of Securities must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Securities is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Securities.

A prospective investor may not rely on the Issuer or the Distributor or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Securities or as to the other matters referred to above.

**The Securities may not be a suitable investment for all investors.** Each prospective investor in the Securities must determine the suitability of that investment in light of its own circumstances. In particular, each prospective investor should:

- a. have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the relevant Securities and the information contained or incorporated by reference in the Base Prospectus or any Supplement thereto and the relevant Final Terms;
- b. have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Securities and the impact the relevant Securities will have on its overall investment portfolio;
- c. have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including Securities with principal or interest payable in EUR currency, or where the currency for principal or interest payments is different from the prospective investor's own currency;
- d. understand thoroughly the terms of the relevant Securities and be familiar with the behaviour of any relevant indices and financial markets;
- e. be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and
- f. be aware, in terms of laws and regulations and regulatory regime applicable to such investor of the applicable restrictions on its ability to invest in the Securities.

A prospective investor should not invest in Securities unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of such Securities and the impact this investment will have on the prospective investor's overall investment portfolio.

A prospective investor must comply with the laws and regulations that apply to it in any place in which it invests in Securities or possess the Base Prospectus. The Issuer or the Distributor are not responsible for compliance with these legal requirements, including any consents or approvals that may be necessary to invest in Securities.

**Warning – Taxation.** The tax legislation of the investor's residence state and of the Issuer's country of incorporation may have an impact on the income received from the Securities. Prospective investors of the Securities should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Securities are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial notes such as the Securities.

**Credit ratings.** Neither the Base Prospectus, any relevant Final Terms, nor any other information supplied in connection with the offering of the Securities is intended to provide the basis of any credit or other evaluation, or should be considered as a recommendation or an offer, or invitation to purchase any Securities.

One or more independent credit rating agencies may assign credit ratings to the Securities and/or to the Issuer. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this section, and other factors that may affect the value of the Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

The credit ratings of the Issuer are an assessment of its ability to pay its obligations, including those arising from the Securities.

## DISTRIBUTION OF THE BASE PROSPECTUS AND SELLING RESTRICTIONS

The distribution of the Base Prospectus and any Final Terms may in certain jurisdictions be restricted by law. The Base Prospectus and any Final Terms may not be used for the purpose of, or in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. No actions have been taken to register or qualify the Securities, or otherwise to permit a public offering of the Securities, in any jurisdiction other than Latvia.

The Issuer and the Distributor and any of their respective affiliates expect persons into whose possession the Base Prospectus or any Final Terms comes to inform themselves of and observe all such restrictions. Neither the Issuer nor the Distributor nor or any of their respective affiliates accept any legal responsibility for any violation by any person, whether or not a prospective investor is aware of such restrictions.

The Base Prospectus and any Final Terms may not be forwarded or distributed other than as provided herein and may not be reproduced in any manner whatsoever. This Base Prospectus and any Final Terms is not distributed to the United States, Australia, Canada, Japan, Hong Kong, Singapore or any other jurisdiction in which it would be unlawful. Accordingly, the Securities may not be offered, sold, resold, delivered, distributed or otherwise transferred, either directly or indirectly, in or into any or from the United States absent registration under the Securities Act or an exemption therefrom, and non-compliance with applicable state securities laws.

The FCMC, considered as competent authority under the Prospectus Regulation, has approved this Base Prospectus. However, in relation to each member state of the EEA (except Latvia), the Distributor has represented and agreed that it has not made and will not make any public offer of Securities prior to that EEA member state's authority receiving a certificate of approval of the FCMC attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation together with a copy of the Base Prospectus.

Accordingly, any person making or intending to make an offer within the EEA of Securities which are the subject of an offering contemplated by this Base Prospectus and the relevant Final Terms (other than the offer of Securities in Latvia) may only do so in circumstances in which no obligation arises for the Issuer or the Distributor to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

The Base Prospectus is to be initially offered to the public in the Republic of Latvia, yet it is a subject to approval of passporting by the respective regulatory bodies in all other Member States. Furthermore, the provision of the investment activities is being sought in Latvia.

## TABLE OF CONTENTS

1. GENERAL DESCRIPTION OF THE PROGRAMME .....	7
2. RISK FACTORS .....	10
3. DOCUMENTS AVAILABLE .....	18
4. DESCRIPTION OF THE UNDERLYING ASSET.....	19
5. ORGANISATIONAL STRUCTURE .....	28
6. THE ISSUER .....	29
7. THE LENDER.....	31
8. THE LOAN ORIGINATOR.....	33
9. THE LOAN BROKER .....	36
10. THE DISTRIBUTOR.....	42
11. CERTAIN NOTICES TO INVESTORS .....	43
12. TAXATION .....	46
13. TERMS AND CONDITIONS OF THE SECURITIES.....	48
14. FORM OF THE FINAL TERMS.....	62

## 1. GENERAL DESCRIPTION OF THE PROGRAMME

This general description constitutes a general description of the Programme for the purposes of Article 25.1(b) of the Delegated Regulation (EU) 2019/980 (as defined below) and must be read as an introduction to the Base Prospectus. It does not, and is not intended to, constitute a summary of this Base Prospectus within the meaning of Article 7 of the Prospectus Regulation (as defined below) or any implementing regulation thereof. The following overview does not purport to be complete and is taken from, and is qualified by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Series and the relevant Final Terms.

Any decision to invest in the Securities should be based on a consideration of the Base Prospectus as a whole, including any amendment and/or supplement hereto and the documents incorporated by reference herein.

Words and expressions defined in the Terms and Conditions of the Securities or elsewhere in the Base Prospectus have the same meanings in this section, unless otherwise stated.

<b>Issuer:</b>	SIA TWINO Investments Vietnam, incorporated and registered as a limited liability company ( <i>in Latvian – sabiedrība ar ierobežotu atbildību</i> ) in the Commercial Register of Enterprises of Latvia on February 15, 2022 with the unified registration number: 40203380037. It is organised and operating pursuant to the laws of Latvia and has been established for an indefinite period of time. The Legal Entity Identifier ("LEI") of the Issuer is 9845001E8B5BB4783E93. The registered address and office of the Issuer is at: 42 Dzirnavu Street, Riga, LV-1010, Latvia and its telephone number is: +371 67 799 997.
<b>Issuer Legal entity identifier (LEI):</b>	9845001E8B5BB4783E93
<b>Programme:</b>	EUR 10 000 000 Programme for the Issuance of Asset-Backed Securities described in this Base Prospectus.
<b>Programme limit:</b>	Up to EUR 10 000 000 (or the equivalent in other currencies at the date of issue of any Securities) aggregate nominal amount of Securities outstanding at any one time in accordance with the Programme.
<b>Offering:</b>	The Base Prospectus has been registered with and approved by the FCMC in its capacity as the competent authority in Latvia for the purposes of the Prospectus Regulation. The Base Prospectus is valid for a period of twelve (12) months after its approval by the FCMC, during which time the Issuer may periodically issue Securities that are further available to investors on the Platform of the Distributor
<b>Risk factors:</b>	There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Securities issued under the Programme, that are specific to the Issuer and/or the Securities and which are material for taking an informed investment decision. These are set out under in Section 2 "RISK FACTORS" herein.
<b>Distributor:</b>	AS TWINO Investments, was incorporated and registered as a joint stock company ( <i>in Latvian – akciju sabiedrība</i> ) in the Commercial Register of Enterprises of Latvia on March 26, 2020 with the unified registration number: 44103143823. It is organised and operating pursuant to the laws of Latvia and has been established for an indefinite period of time. The Legal Entity Identifier ("LEI") of the Distributor is 984500856AF4DF5FAT57. The registered address and office of the Distributor is at: 42 Dzirnavu Street, Riga, LV-1010, Latvia and its telephone number is: +371 67 799 997.  The Distributor is authorized as an investment firm by the FCMC on August 31, 2021 under the licence number: 06.06.08.720/536 to provide the investment services and ancillary services.
<b>Distribution:</b>	The Securities will be offered solely over the counter on the Website. The Distributor shall act as an intermediary between the investors and other parties involved in the process of issuing the Securities.



<b>Issuance in the Series:</b>	The Securities will be issued periodically in several Series having different issue dates. Each Series shall have a unique ISIN number, its own Final Terms and be linked to a specific Loan Receivable.
<b>Form of the Securities:</b>	The Securities will be issued in registered and book-entry form. The register of transactions will be kept by the Distributor.
<b>Currency:</b>	Subject to compliance with all applicable legal and/or regulatory and/or central bank requirements, the Securities will be issued and all payments on the Securities shall be made by the Issuer in EUR.
<b>Status of the Securities:</b>	The obligations of the Issuer in respect of the Securities rank <i>pari passu</i> without any preference among themselves, as well as with respect to all general, direct, unconditional, unsubordinated and unsecured obligations of the Issuer and without any preference among themselves and at least <i>pari passu</i> with any present or future obligation.
<b>Issue price:</b>	The Securities will be issued at their Nominal Value (EUR 1.00) unless stated otherwise in the Final Terms).
<b>Size:</b>	Subject as set out herein, the maximum aggregate nominal amount of the Securities from time to time outstanding under the Programme issued by the Issuer will not exceed EUR 10 000 000 (or its equivalent in any other currency calculated as described herein).
<b>Interest rate:</b>	The Interest rate of the Security shall be fixed and independent from the interest rates of the Loan Receivables and shall be defined within the relevant Final Terms.
<b>Maturity date:</b>	the Maturity Date will match the maturity date of the corresponding Loan Receivables.
<b>Denomination:</b>	The Securities shall be issued and sold to the Securityholder at the Issue Price that is equal to the Nominal Value, which is EUR 1.00, unless stated otherwise in the relevant Final Terms. A single Security cannot be split among several Securityholders and can be owned by a single Securityholder only and, thus, the minimum amount to invest is EUR 1.00 There are no limitations on the amount and numbers of the Securities that a single Securityholder can have.
<b>Type and class of the Securities:</b>	The Securities are asset-backed debt securities and are not divided into classes.
<b>Rights attached to the Securities:</b>	<p>The Securities will bear interest from (and including) the day the Securityholder buys the specific Security at a rate specified in the relevant Final Terms. The interest is payable on a monthly basis.</p> <p>The Securityholder has the right to sell the security to other Securityholders on the Platform.</p>
<b>Scheduled Redemption:</b>	The repayment of the Securities shall be made subject to the repayment of the relevant Loan Receivables to which the Securities are linked to by the Loan Originator to the Issuer. Whenever the Issuer receives a scheduled repayment of the principal of any of the Loan Receivables, the amount shall be distributed equally among all the Securities backed by the corresponding Loan Receivables.
<b>Early Mandatory Redemption:</b>	<p>The Security part related to the Loan Receivables shall be repaid in full or in part (as might be the case), if:</p> <ol style="list-style-type: none"> <li>a. the Loan Receivables cease to exist;</li> <li>b. an early full or partial repayment is made by the Loan Originator to the Issuer.</li> </ol>

<b>Early Voluntary Redemption:</b>	The Issuer may redeem all or part of the outstanding Securities in full or in part before the Maturity Date at the Early Redemption Amount. The Issuer must not give a notice to the Securityholder.
<b>Redemption at the option of the Securityholder:</b>	Redemption at the option of the Securityholder is not applicable.
<b>Taxation:</b>	All payments in respect of the Securities by the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, unless the withholding or deduction of the taxes is required by the laws of Latvia. In such case the Issuer shall withhold the tax from the payment to the Securityholder and pay the amount net of tax.
<b>Use of proceeds:</b>	The Issuer is a <i>special purpose entity</i> incorporated and registered with the sole goal to facilitate the process of the issuance of the Securities (see Section 11.7 “Use of Proceeds and Interests of Persons involved in the Issue and Offer” herein).
<b>Governing law:</b>	The Securities are created and issued in accordance with the laws of Latvia.

## 2. RISK FACTORS

The discussion below is of a general nature and is intended to describe various risk factors associated with an investment in the Securities. You should carefully consider the following discussion of risks, and any risk factors included in the documents incorporated by reference herein.

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Securities issued under the Programme, but the failure of the Issuer to pay interest (if any), principal or other amounts on or in connection with any Securities may occur or arise for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate.*

*Words and expressions defined in the Terms and Conditions of the Securities or elsewhere in the Base Prospectus have the same meanings in this section, unless otherwise stated.*

*To the best of the Issuer's knowledge, in each category of Risk Factors, the risk factor identified by the Issuer as the most important appears first. For the rest of the risk factors, the order of appearance is not an indication of the importance or the likelihood of their occurrence.*

### 2.1. RISK FACTORS RELATED TO THE ISSUER

The main risk factors that influence the Issuer are dependency on service providers and operational risks, including IT related and legal risks, in particular following risk factors should be considered in relation to the Issuer:

Risk	Risk rating
Dependency on services provided by the third parties	Medium
Dependency on information technology systems	Medium
Legal risks	Medium
Cross-risks applicable to the Issuer	Medium

#### 2.1.1. Dependency on services provided by the third parties

In order to optimize operations and costs of business operations the Issuer uses information technology services provided by the Distributor and third parties such as cloud computing providers, communication providers, IT development service providers and license providers. Continuing relationships with service providers which are used to ensure daily operations are critical to the Issuer's business. To be able to issue the Security, for each of the Series the Issuer must receive an ISIN code provided by Nasdaq CSD SE. However, it should be noted that there remains the risk that in case of any unpredictable event Nasdaq CSD SE might not be able to assign ISIN codes to the Issuer or cause a delay of the assignment, the Issuer and the Distributor might face the risk of further Security issuance interruption.

Any inability to maintain existing business relationships with banks, IT service providers and other third-party providers or the failure by these third-party providers to maintain the quality of their services or otherwise provide their services to the Issuer may have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium

#### 2.1.2. Dependency on information technology systems

The Issuer's operations rely on sophisticated information technology (IT) systems which ensures automation of business processes. The Issuer's ability to meet the defined strategic objectives depends on the functionality of IT systems.

If any IT system at any stage of the business operations were to fail, any or all stages of the business process could be affected. There can be no assurance of possible disruptions (even short-term) to the functionality of the Issuer's IT systems and infrastructure, but the goal is to maintain system availability and uptime at 99.9%.

Any inability to mitigate technological risks of the Issuer's IT systems and infrastructure or to adapt operations and software may have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium.

### 2.1.3. Legal risks

The Issuer's operations are subject to regulation by a variety of financial services and other state authorities, including, but not limited to, laws and regulations relating to issuance of Securities and personal data processing. Failure to comply with existing laws and regulations applicable to the Issuer's operations, or to obtain and comply with all authorizations and permits required for the Issuer's operations, or adverse findings of governmental inspections, may result in the imposition of material fines or penalties or more severe sanctions, including preventing the Issuer from continuing its business activities, or in criminal penalties being imposed on the Issuer's officers.

The Issuer is subject to a variety of laws and regulations that involve user privacy issues, data protection, disclosures, distribution, electronic contracts and other communications and consumer protection.

Failure to implement the requirements of data protection regulations, in particular the requirement of the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), could result in severe damage claims from affected individuals and massive fines from the authorities responsible for supervision of GDPR compliance.

In addition, the application and interpretation of these laws and regulations are sometimes uncertain and may be interpreted and applied inconsistently from supervisory authorities and may also be inconsistent with the Issuer's current or past policies and practices.

Existing and proposed laws and regulations can be costly to comply with and can increase the Issuer's operating costs, require significant management time and attention, and be a subject to inquiries or investigations, claims or other remedies, including demands which may require the Issuer to modify or cease existing business practices and/or pay fines and penalties as mentioned above or other damages. This may have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium.

### 2.1.4. Cross-risks applicable to the Issuer

Considering the pass-through nature of the Issuer within the transaction flow, the Issuer and its abilities to pay amounts due to the Securityholders under the Securities are exposed to all the risks listed in *Section "2.3. RISK FACTORS RELATED TO THE LOAN ORIGINATOR"* herein.

**Risk rating:** Medium.

## 2.2. RISK FACTORS RELATED TO THE LENDER

The main risk factors that influence the Lender are related with information technology risk, and cross-risks related with the Issuer and the Loan Originator. Following risk factors should be considered in particular in relation to the Lender:

Risk	Risk rating
Dependency on information technology systems	Medium
Cross-risks applicable to the Lender	Medium

### 2.2.1. Dependency on information technology systems

The Lender's operations rely on sophisticated information technology (IT) systems which ensures automation of business processes. The Lender's ability to meet the defined strategic objectives depends on the functionality of IT systems.

If any IT system at any stage of the business operations were to fail, any or all stages of the business process could be affected. There can be no assurance of possible disruptions (even short-term) to the functionality of the Lender's IT systems and IT infrastructure, but the goal is to maintain system availability and uptime at 99.9%.

Any inability to mitigate technological risks of the Lender’s IT systems and infrastructure or to adapt operations and software may have a material adverse effect on the Lender’s business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium.

### 2.2.2. Cross-risks applicable to the Lender

Considering the pass-through nature of the Lender, the Lender and its abilities to pay amounts due to the Securityholder under the Securities are exposed to all the risks listed in sections “2.3. RISK FACTORS RELATED TO THE LOAN ORIGINATOR” herein.

**Risk rating:** Medium.

## 2.3. RISK FACTORS RELATED TO THE LOAN ORIGINATOR

The main risk factors that influence the Loan Originator are related with macroeconomics risk, market risk, credit risk and operational risk, including legal and information technology risk. Following risk factors should be considered in relation to the Loan Originator’s business and industry.

Risk	Risk rating
Risks related to macroeconomic developments	Medium
The risk of counterparty default	Medium
Inability to recover outstanding debt	Medium
Interest rate spread risk	Medium
Foreign exchange risk	Medium
Dependency on services provided by the third parties	Medium

### 2.3.1. Risks related to macroeconomic developments

The results of the Loan Originator's operations are dependent on the macroeconomic situation in Vietnam. In particular, the Loan Originator’s operations are affected by such factors as the rate of inflation, the unemployment rate and changes in consumer affluence levels.

An unexpected downturn in the economy could have an impact on the Loan Originator’s customers and negatively affect its growth and results of operations through higher demand for the consumer loan products from customers with reduced solvency. Also, customers’ capability to fulfil their obligations towards the Loan Originator may deteriorate, which could lead to an increase in the overdue portfolio, creating adverse effect on the Loan Originator’s business and financial position.

Any negative effect on the economy may decrease income of the Loan Originator’s customers and thus the ability to fulfil their obligations. Such effects may also result in insolvency of the Loan Originator’s business partners, which could affect the Loan Originator’s operations, as well as its financial standing. Lastly, in case of an economic downturn, the price of the Securities and the ability of the Loan Originator to acquire further financing may be adversely affected.

Any negative effect on macroeconomic level in Vietnam may have a material adverse effect on the Loan Originator’s business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium.

### 2.3.2. The risk of counterparty default

The Loan Originator is subject to the risk of loss due to non-payments by the Underlying Borrowers of their obligations. The default is contingent on the inability or unwillingness of the Underlying Borrowers to make payments. This includes scenarios where the contracting party makes payments late, only partially or not at all.

The Loan Originator relies on detailed procedures in order to contact delinquent Underlying Borrowers for payment. However, there is still the risk that the implemented assessment procedures, monitoring of credit risk and maintenance of customer account records performed by the Loan Originator might not be sufficient to prevent negative effects for its operations.

In addition, factors beyond the control of the Loan Originator, such as the impact of macroeconomic trends, political events or adverse events affecting key jurisdiction, or natural disasters, may result in an increase in non-performing assets. The allowances for doubtful debts made by the Loan Originator may not be adequate to cover an increase in the amount of non-performing assets or any future deterioration in the overall credit quality of the total loan portfolio. If the quality of the Loan Originator's total loan portfolio deteriorates, it may be required to increase its allowances for doubtful debts, which may have a material adverse effect on the Loan Originator's business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium.

#### 2.3.3. Inability to recover outstanding debt

Various economic trends and potential changes to existing laws and regulations may contribute to an increase in the number of borrowers subject to personal insolvency procedures. The ability to successfully collect the consumer loans may decline with an increase in personal insolvency procedures or a change in insolvency laws, regulations, practices, or procedures, which may have a material adverse effect on the Loan Originator's business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium.

#### 2.3.4. Interest rate spread risk

The Loan Originator earns a substantial majority of its revenues from commission payments and fees on the loans that it issues to its customers. If the spread between the rate at which the Loan Originator lends to its customers and the rate at which it borrows from its lenders decreases, the Loan Originator's financial results and operating performance will suffer. The commission rates that the Loan Originator charges to its customers and interest rates that it pays to its lenders could each be affected by a variety of factors, including access to capital based on the Loan Originator's business performance, the volume of loans it makes to its customers, competition and regulatory requirements. These commission rates may also be affected by a change over time in the mix of the types of products the Loan Originator sells to its customers. Interest rate changes may adversely affect the Loan Originator's business forecasts and expectations and are highly sensitive to many macroeconomic factors beyond the Loan Originator's control, such as inflation, the level of economic growth, the state of the credit markets, changes in market interest rates, as well as in unemployment rate as well as other deteriorations of the economy of Vietnam.

Any material reduction in commissions and interest rates spread could have a material adverse effect on the Loan Originator's business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium.

#### 2.3.5. Foreign exchange risk

Loan Originator issues the Underlying Loans in VND currency. The Lender issues the Loan and, thus, the Issuer receives corresponding repayments of the Loan Receivables in EUR currency. As a result, Loan Originator is exposed to foreign exchange rate fluctuations and any failure to manage foreign exchange risk may have a material adverse effect on its business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium.

#### 2.3.6. Dependency on services provided by the third parties

In order to optimize operations and costs of business operations the Loan Originator uses information technology and other services provided by third parties. Continuing relationships with service providers which are used to ensure daily operations are critical to the Loan Originator's business.

Additionally, the Loan Originator advance loans to customers and collects repayments through local bank accounts. The Loan Originator’s continuing relationships with the banks with which it maintains accounts are critical to the business.

Any inability to maintain existing business relationships with banks, IT service providers and other third-party providers or the failure by these third-party providers to maintain the quality of their services or otherwise provide their services to the Loan Originator may have a material adverse effect on the Loan Originator’s business, financial condition, results of operations, prospects, or cash flows.

**Risk rating:** Medium.

## 2.4. RISK FACTORS RELATED TO THE LOAN BROKER

The main risk factors that influence the Loan Broker are related with operational risks, dependency on third parties, reputation risks and others. Following risk factors should be considered in particular in relation to the Loan Broker:

Risk	Risk rating
Difficulties in assessing credit risk	Medium
Dependency on services provided by third parties	Medium
Risk related to ensuring compliance with existing regulatory enactments	Medium
Reputation risk	Low
Cross-risks applicable to the Loan Broker	Medium

### 2.4.1. Difficulties in assessing credit risk

The Loan Broker is responsible for conducting the credit risk assessment of the borrowers in scope of the transactions. Despite credit scoring and client creditworthiness evaluation models used by the Loan Broker, it may be unable to correctly evaluate the current financial condition of each prospective customer and determine his or her creditworthiness. The financing decisions of the Loan Originator are based partly on information provided by the credit line applicants to the Loan Broker.

Prospective customers may fraudulently provide inaccurate information upon which, if not alerted to the fraud, the Loan Broker may base own credit scoring models and creditworthiness assessment. Any failure to correctly assess the credit risk of potential customers, due to failure in the evaluation of the customer or incorrect information provided by the customer, may have a material adverse effect on the Loan Broker’s business, results of operations and may even invoke regulatory sanctions (including imposition of fines and penalties, suspension of operations).

**Risk rating:** Medium.

### 2.4.2. Dependency on services provided by third parties

In order to offer its products and services in an efficient manner, the Loan Broker relies on services from third parties. Such services include data collection and processing, offering of the products on vamo.vn Securityholder, communication providers, IT development service providers, license providers and others. It is critical to the business operations of the Loan Broker to continue relationship with the service providers. Any inability to maintain existing relationship with service providers or failure of such providers to maintain the quality of the services may have a material adverse effect on the Issuer’s business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Medium.

### 2.4.3. Risk related to ensuring compliance with existing regulatory enactments

The Loan Broker’s operations are subject to regulation by a variety of consumer protection, financial services and other state authorities, including, but not limited to, laws and regulations relating to provision of payment

services, crediting and consumer rights protection, debt collection and personal data processing. Failure to comply with existing laws and regulations applicable to the Loan Broker’s operations, to obtain and comply with all authorizations and permits required for its operations, or adverse findings of governmental inspections, may result in the imposition of material fines or more severe sanctions, including preventing the Loan Broker from continuing substantial parts of its business activities, suspension or revocation of the licenses, or in criminal penalties being imposed.

The Loan Broker also has an essential risk exposure towards the amendments of regulatory and compliance, i.e., the risk of a change in regulations and laws that might affect its business operations. Such change in laws or regulations can increase the costs of operating the Loan Broker’s business, reduce the attractiveness of an investment, change the competitive landscape, or it can even make a significant shifting in the framework of an industry, transformations in cost-structuring, as well as application of administrative sanctions from supervisory authorities, impact on reputation and/or solvency of the Loan Originator.

Further, the Loan Broker’s business is subject to a variety of laws and regulations that involve user privacy issues, data protection, advertising, marketing, disclosures, distribution, electronic contracts and other communications and consumer protection.

In addition, the application and interpretation of these laws and regulations are sometimes uncertain, particularly in the new and rapidly evolving industry in which the Loan Broker operates and may be interpreted and applied inconsistently from supervisory authorities and may also be inconsistent with the current or past policies and practices.

Existing and proposed laws and regulations can be costly to comply with and can delay or impede the development of new products, the expansion into new markets, result in negative publicity, increase the operating costs, require significant management time and attention, and be a subject to inquiries or investigations, claims or other remedies. This may have a material adverse effect on the Loan Originator’s business, financial condition, results of operations, prospects, or cash flows.

**Risk rating:** Medium.

#### 2.4.4. Reputation risk

The ability to attract new customers and retain existing customers of the Loan Broker depends in part on the brand recognition and the constant delivery of high quality services. The Loan Broker’s reputation and brand image may be harmed if the company encounters difficulties in the provision of its services. Such difficulties may arise as a result of technical issues, changes in the product offering, financial concerns, regulatory sanctions or any other reasons. Damage to the brand of the Loan Broker or a deterioration in the quality of the services it provides may have a material adverse effect on the business, financial condition, results of operations, prospects or cash flows.

**Risk rating:** Low.

#### 2.4.5. Cross-risks applicable to the Loan Broker

Considering the dependency that the Loan Broker has on the Loan Originators’ ability to provide financing to the Underlying Borrowers, its operations and prospects are exposed to risks as described in Section “2.3 RISK FACTORS RELATED TO THE LOAN ORIGINATOR” herein.

**Risk rating:** Medium.

### 2.5. RISK FACTORS RELATED TO THE SECURITIES AND TRADING MARKET

The main risk factors that influence the Securities are related with repayment risk, liquidity risk, price risk and others. Following risk factors should be considered in particular in relation to investments in Securities and the trading market:

Risk	Risk rating
Securities repayment risk	Medium
Liquidity risk	Medium



Risk	Risk rating
Price risk	Medium
Tax risk	Medium
Risk related with lack of specific securitization regulation	Medium

### 2.5.1. Securities repayment risk

No collateral, pledge or other types of guarantees will be available for the Securityholder with respect to the Securities. However, the Securities will be backed by the Loan Receivables which have a pledge over the Underlying Portfolio. In case of Issuer's insolvency the Securityholder has the right as other creditors of the relevant group to receive the payment of the outstanding principal amount of the Securities and the interest accrued on the Securities according to the relevant laws governing the insolvency process of the Issuer. There are no direct contracts or other transaction documents concluded with the Securityholder, which would clearly define the subordination of the claims of the Securityholder to other unsecured obligations of the Issuer.

However, the Assignment Agreement concluded between the Lender, the Issuer and the Distributor shall define among other terms and conditions that all claims arising from these Securities are subordinated to other claims of the Distributor. Furthermore, according to the Assignment Agreement the Distributor shall confirm that it will not perform any action which would impact the status of the Securities, i.e., the subordination of the claims arising from the Securities over other outstanding claims.

**Risk rating:** Medium.

### 2.5.2. Liquidity risk

The Securities are not admitted to any trading venue and thus, can be considered as illiquid instruments. The potential buyers and transferees are limited only to other investors on the Platform. Neither the Issuer, nor any other person guarantees the minimum liquidity of the Securities prior the initially agreed term has expired. The Securityholder should consider that there may be difficulties in selling the Securities to other Securityholders on the Platform, which might lead to selling at a discount to liquidate the Securityholder's position. Discount rate and premium shall be capped to maximum of 29.9 per cent (for discount) and 4.9 per cent (for premium) change from Nominal Value correspondingly.

**Risk rating:** Medium.

### 2.5.3. Price risk

Securities shall be repaid for their Nominal Value, however the fair value of the Security might significantly differ from the initial Nominal Value as price of the Security after the Issue Date may fluctuate, depending on what other investors are willing to pay for it. Neither the Issuer, nor any other person undertakes to maintain a certain price level of Securities, therefore a Securityholder may bear loss if they decide to sell the Security.

**Risk rating:** Medium.

### 2.5.4. Tax risk

Tax rates and the payment procedure of taxes that is in force at the moment of the purchase of the Securities and is applicable to both tax residents and non-residents of Latvia may change over time. The Issuer will not compensate the Securityholder for any increase in taxes to be paid by them, therefore, the Securityholder may receive smaller payments related to the Securities over time.

In the event that new regulation is introduced, or existing regulation or its interpretation changes so that the Issuer and/or Distributor needs to withhold additional taxes before making payments to the Securityholder, and the Issuer and/or Distributor is required to withhold any transfer tax, stamp duty and/or financial transactions tax, this could impact the expected return on investment for the Securityholder. Similar consequences might arise also in the Securityholder's tax residence country, if the same takes place there.

**Risk rating:** Medium.

#### 2.5.5. Risk related with lack of specific securitization regulation

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

Securities do not have the status of a bank deposit in Latvia or elsewhere, and thus Securities are not within the scope of the deposit protection or guarantee scheme operated by Latvia or any other jurisdiction.

**Risk rating:** Medium.

### 3. DOCUMENTS AVAILABLE

*Words and expressions defined in the Terms and Conditions of the Securities or elsewhere in the Base Prospectus have the same meanings in this section, unless otherwise stated.*

Throughout the period of the validity of the Base Prospectus, the copies of the following documents will be available for viewing on the Website and may be obtained, free of charge, during normal business hours at: 42 Dzirnavu Street, Riga, LV-1010, Latvia:

- a. the Base Prospectus;
- b. the memorandum and up to date articles of association of the Issuer;
- c. the Loan Originator's non-audited standalone financial statements for year 2020;
- d. the Loan Originator's non-audited standalone financial statements for year 2021;
- e. the Loan Broker's audited financial statements for year 2020;
- f. the Loan Broker's audited financial statements for year 2021.

In addition to the aforesaid documents, throughout validity of the Base Prospectus, copies of the following documents may be inspected at: 42 Dzirnavu Street, Riga, LV-1010, Latvia:

- a. the Loan Agreement between the Loan Originator and the Lender;
- b. the Assignment Agreement between the Lender and the Issuer;
- c. the Client Agreement between the Distributor and the Securityholder;
- d. the Distribution Agreement between the Distributor and the Issuer.

Any interested party may download the above documents from the Website free of charge or request the delivery of electronic copies of the documents from the Issuer.

There are no reports, letters, and other documents, historical financial information, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Base Prospectus.

Any other information on the Website does not form part of the Base Prospectus (with the exception of links to the electronic addresses where information incorporated by reference is available) and has not been scrutinised or approved by the FCMC.

The website of the Loan Originator does not form any part of the contents of the Base Prospectus.

## 4. DESCRIPTION OF THE UNDERLYING ASSET

*The following must be read with reference to other parts of this Base Prospectus and any decision to invest in the Securities should be based on a consideration of the Base Prospectus as a whole, the Terms and Conditions of the Securities, and the documents incorporated by reference.*

*Words and expressions defined in the Terms and Conditions of the Securities or elsewhere in this Base Prospectus have the same meanings in this section, unless otherwise stated. Prospective investors should consider, among other things, the following.*

### 4.1. DESCRIPRION OF THE TRANSACTION OVERVIEW

This section describes the characteristics of the process of issuance of the Securities, the flow of the payments under the Securities, and the roles of the Loan Originator, the Loan Broker, the Lender, the Issuer, and the Distributor.

For the purposes of the issuance and sale of the Securities, the Issuer, the Distributor, the Lender, the Loan Originator and the Loan Broker have concluded the Transaction Documents.

#### 4.1.1. Issuance of the Securities

The Issuer will issue the Securities to the Securityholder for the sole purpose of funding the acquisition of the Loan Receivables. The Loan Receivables are claim rights based on the Loan disbursed by the Lender (as the lender) to the Loan Originator (as the borrower) in accordance with the Loan Agreement. The Loan Originator shall use the Loan for the purposes of the issuance of the Underlying Loans to the Underlying Borrowers. The outstanding principal amount of the Loan disbursed by the Lender to the Loan Originator shall not exceed 95% of the total amount of the outstanding Underlying Loans at any given point in time of the validity of the Loan Agreement. This way the Loan Originator economically retains at least 5% skin-in-the-game. This is done to ensure that the Loan Originator's interests are aligned with the interests of the Lender and the Securityholders. The transactions will be structured in several steps, where the Issuer will acquire the legal title of the Loan Receivables from the Lender prior to the issuance of the Securities.

The Lender (as the assignor) will assign the Loan Receivables to the Issuer (as the assignee) in accordance with the Assignment Agreement. As a result, the Issuer will acquire the legal title to the Loan Receivables, which in turn will be used as the underlying asset of the Securities. The Loan Receivables transferred to the Issuer and backing the Securities will have characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Securities. Each separate Loan Receivables will be linked to a finite number of Securities depending on the outstanding amount of the Loan Receivables. The interest rate of the Security shall be fixed and independent from the interest rates of the Loan Receivables and will be defined within the relevant Final Terms. The amount of the Loan Receivables assigned to the Issuer within a Series shall be equal to the gross proceeds from the respective issuance of the Securities. The payment for the assigned Loan Receivables is subject to the placement of the Securities on the Platform. The Issuer will pay the Assignment Fee to the Lender after the Securities are issued to the Securityholders by using the proceeds received by the Issuer from the Securityholders..

After the Loan Receivables are assigned to the Issuer, the Distributor publishes the Final Terms for the relevant Series of the Securities on the Platform according to the Issuer's instructions given to the Distributor. The Securities will be issued at par and no discount or premium shall be applied unless otherwise stated in the relevant Final Terms. Each Series of Securities will be issued in registered and book-entry form. The Issuer expects that the net proceeds of any Series of the Securities will equal the Aggregate Nominal Amount of the relevant Series. The proceeds of the Series of the Securities will be transferred by the Distributor to the Lender, which then shall further transfer these funds to the Loan Originator in accordance with the Loan Agreement.

The Distributor operates as an investment firm (*in Latvian – ieguldījumu brokeru sabiedrība*) and organizes the process of offering the Securities on the Platform in accordance with the Issuer's instructions. On the Issue Date, the Securities are publicly offered by the Issuer through the Platform. Potential investors can purchase Securities starting from the Issue Date until the Maturity Date set out in the relevant Final Terms or until the time when the Securities are fully sold to investors by the Issuer, whichever occurs earlier. Information about the offer results of the Securities is published on the Website in real time starting from the Issue Date.

In addition to the above, the Distributor shall also act as an intermediary by and between the Issuer, the Lender and the Loan Originator in accordance with the instructions given under the Transaction Documents. The Distributor is authorized by the Issuer to make payments on its behalf to the Lender and the Securityholders by making:

- a. corresponding outgoing payments, immediately, but no later than within three (3) business days after the day of receiving the incoming funds from the Securityholders (unless agreed otherwise by the parties), to the Lender; and
- b. corresponding outgoing payments, immediately, but no later than within three (3) business days after the day of receiving the incoming funds from the Issuer (unless agreed otherwise by the parties), to the Securityholders.

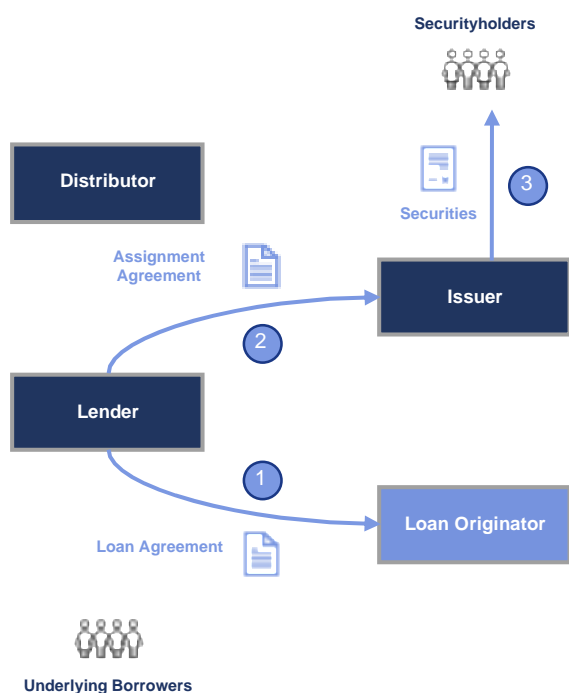
When managing the cash flow and executing the transfers between the involved parties, the Distributor shall observe the following:

- a. funds from the investors shall be collected prior the purchase of the Securities;
- b. the Issue Price shall be transferred by the Distributor to the Issuer only after the Securities are issued to the Securityholders;
- c. the Assignment Price shall be transferred by the Issuer to the Lender only after the Issue Price is received by the Issuer (unless the Assignment Price shall be transferred by the Distributor to the Lender directly on behalf of the Issuer, but only after the Issue Price shall be received from the Securityholders);
- d. the Securities shall be repaid by the Distributor to the Securityholders only after the Loan Receivables are received by the Issuer.

The Distributor shall also:

- a. verify and ensure that the transactions between the parties involved in the process are compliant with applicable laws and regulations pursuant to the laws and regulations of Latvia and the European Union on the prevention of money laundering and terrorism and proliferation financing; and
- b. maintain the Register for the transactions.

Figure 1 - Transaction structure: Legal arrangements between the parties



1. **Loan Agreement**: serves as the underlying asset of the Securities;
2. **Assignment Agreement**: serves as the means of transferring the ownership of the Loan Receivables from the Lender to the Issuer;
3. **Securities**: serve as the means of the Issuer to obtain the funds from the Securityholders to be able to acquire the Loan Receivables.

#### 4.1.2. Payments under the Securities

The Loan Originator shall repay the Loan to the Issuer in accordance with the Loan Agreement and the Assignment Agreement. The Issuer shall further transfer the Loan Receivables to the Distributor which then shall use them to repay the Securities to the Securityholders. Accordingly, all payments that the Issuer is obliged to make to the

Securityholder under each Series will be made only from and to the extent of such sums received (net of tax) from the assets (i.e., Loan Receivables) securing such Series.

Each Security issued within a certain Series shall be linked to certain Loan Receivables and pay a fixed interest rate to the Securityholders. Certain characteristics and behaviour of the Securities like start date and end date, as well as cash flows will be linked to the Loan Receivables. If any of the Loan Receivables are (a) repaid in full or in part, (b) delayed or (c) extended, the same actions will take place with respect to the Securities that are linked to the corresponding Loan Receivables.

The repayment or delay of repayment of the Loan will trigger the repayment (or, correspondingly, delay of such) of the Securities that are backed by the particular Loan Receivables. The Loan Originator shall pay interest for the usage of the Loan. This will be further used by the Issuer to pay the interest on the Securities to the Securityholders. This ensures that the Securityholders have a credit risk exposure towards the Loan Originator and that Securities mirror the behaviour and cash flow profile of the Loan Receivables.

In each case where amounts of principal, interest and additional amounts (if any) are stated to be payable in respect of the Securities, the Issuer has an obligation to make such payment to the Securityholders only if and in such amount as the corresponding payment has been received and retained (net of tax and all other deductions) by the Issuer from the Loan Originator with respect to the Loan Receivables securing those exact Securities.

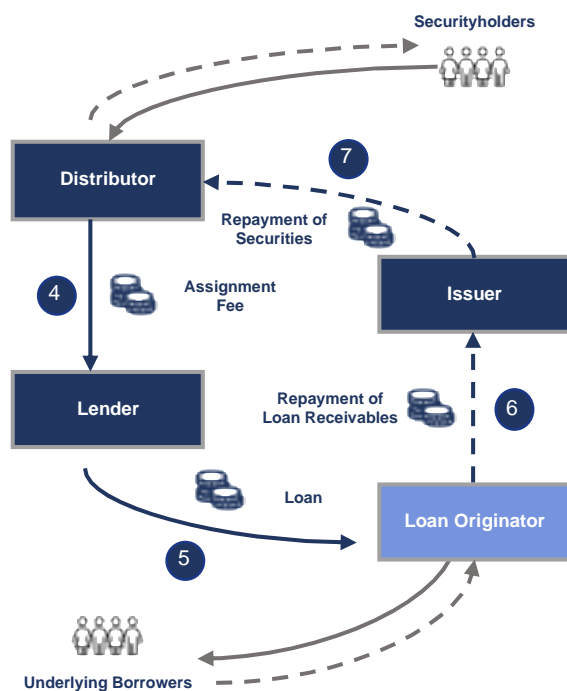
The Issuer will have no other financial obligations towards the Securityholders under the relevant Series and no other assets (including Loan Receivables securing other Series) of the Issuer will be available to Securityholders. Securityholders will have no further recourse to the Issuer or any of its other assets in respect thereof.

If the amount due and payable by the Issuer under Securities exceeds the sums received or recovered from the Loan Originator, the right of any person to claim payment from the Issuer of any amount exceeding such sums shall be extinguished, and the Securityholders may take no further action to recover such amounts. The Securityholders will be deemed to have accepted and agreed that they will be relying solely on the credit and financial standing of the Loan Originator in respect of the payment obligations of the Issuer under the Securities.

Except as set forth herein, payments in respect of the Securities will be made without any deduction or withholding for, or on account of, the taxes of any relevant jurisdiction, except as required by the applicable laws of Latvia (for more information, please see section "12. TAXATION").

The Securities may be redeemed early at the option of the Issuer, all as more fully described in the Terms and Conditions of the Securities.

Figure 2 - Transaction structure: Flow of Payments



4. **Assignment Fee:** the Distributor transfers the Assignment Fee to the Lender on behalf of the Issuer after the Securities are issued;
5. **Granting of the Loan:** the Lender transfers the principal of the Loan to the Loan Originator after the Assignment Fee has been received;
6. **Repayment of the Loan Receivables:** upon the maturity of the Loan the Loan Originator repays the Loan Receivables to the Issuer (as a result of the Assignment Agreement the Issuer is the owner of the Loan Receivables)
7. **Repayment of the Securities:** upon receiving the repayment of the Loan Receivables, the Issuer repays the Securities to the Securityholders (the repayment is made through the Distributor).

### 4.1.3. Coverage of the Securities

No collateral, pledge or other types of guarantees will be available for the Securityholder with respect to the Securities. The Securities are only backed by the Loan Receivables. This means that the Issuer has the right to receive the repayments made by the Loan Originator with respect to the Loan, which in terms of amount fully covers all Securities. The Loan Receivables shall be pledged by the Underlying Portfolio of the Loan Originator in line with the Loan Agreement, unless it becomes illegal for the pledge to remain in force in line with the laws of Vietnam, in which case the Loan Receivables shall be unsecured.

### 4.1.4. The Underlying Loans

The Underlying Loans are granted to the Underlying Borrowers by the Loan Originator in cooperation with the Loan Broker. The Loan Broker and the Loan Originator both have entered into a cooperation with the aim of granting consumer loans to customers in Vietnam, where:

- a. the Loan Broker is the client facing entity and is responsible for (among others) functions like: (a) customer service, (b) marketing, (c) risk scoring and (d) debt collection; and
- b. the Loan Originator is the one that grants the Underlying Loans to the Underlying Borrowers, if they qualify for the loan according to the risk scoring done by the Loan Broker.

The Loan Broker acts as a service provider with respect to the Loan Originator for which the Loan Originator pays a service fee to the Loan Broker. The parties have also entered into a compensation agreement, where the Loan Broker (given that it performs the risk scoring process) compensates the Loan Originator for the credit risk with respect to the Underlying Loans. As a result, the Loan Broker and the Loan Originator are both performing integral parts of the issuance of the Underlying Loans.

The Loan Receivables shall be repaid by using the proceeds of the Underlying Portfolio of the Loan Originator, however, the repayment of the Loan is not conditional upon the repayment of the Underlying Loans. If certain Underlying Loans are not repaid by the Underlying Borrowers in time or at all, the Loan Originator is nevertheless still obliged to repay the Loan in accordance with the Loan Agreement irrespective of the status of the repayment of the Underlying Loans, i.e. the performance of individual Underlying Loans does not have any direct effect on the performance of the Securities.

## 4.2. DESCRIPTION OF THE TRANSACTION DOCUMENTS

*The following must be read as summary of the key features of the Transaction Documents provided for solely for information purposes and under no circumstances should not be deemed the full legally binding text of the respective agreement.*

### 4.2.1. The Loan Agreement

#### 4.2.1.1. Subject of the Loan Agreement

The Loan Agreement is concluded by and between the Lender (as the lender) and the Loan Originator (as the borrower) with respect to the Loan. According to the Loan Agreement:

<b>Subject:</b>	the Lender grants and issues to the Loan Originator the Loan in form of a loan facility;
<b>Principal amount:</b>	the maximum limit of the Loan is EUR 10 000 000;
<b>Skin-in-the game:</b>	the principal amount of the Loan may not exceed 95% of the total outstanding portfolio of the Underlying Loans indicated by the Loan Originator as the source of the repayment of the Loan;
<b>Interest on Loan</b>	the Loan carries a fixed interest rate defined in the Final Terms;
<b>Term of the Loan:</b>	up to 12 (twelve) months with a possibility to extend the initial maturity no more than 4 times for a 3-month period (in total 12-month period);;

<b>Aim of the Loan:</b>	the Loan Originator shall use the Loan for the purposes of the issuance of the Underlying Loans, as well as purposes directly related to issuance of the Underlying Loans;
<b>Repayment:</b>	<p>the repayment of the Loan takes place in accordance with the repayment schedule;</p> <p>the Loan Originator shall repay the Loan from the received repayments of the Underlying Loans;</p> <p>the repayment of the Loan is not linked to or conditional upon the repayment of the Underlying Loans, but instead shall take place in accordance with the schedule set out in the Loan Agreement;</p> <p>the Loan Originator shall commit the proceeds received from the Underlying Portfolio to be used for the purposes of the repayment of the Loan and payment of interest. If the Loan Originator defaults on the Loan, the Lender shall have the right to take to request the Loan Broker to settle the monetary liabilities of the Loan Originator in full;</p>
<b>Penalty:</b>	if the Loan Originator fails to repay the Loan or pay the accrued interest to the Lender within the terms and amounts specified in the Loan Agreement, the Loan Originator shall pay the Lender late payment interest in the amount of 0.1% of the amount that has not been repaid for each day of the delay;
<b>Assignments and transfers:</b>	<p>the Loan Originator shall not be entitled to assign or transfer all or any part of its rights or obligations under the Loan Agreement to any other person;</p> <p>the Lender has the right to assign the rights and obligations under the Loan Agreement respect to the Loan to third party without any approval from the Loan Originator;</p>
<b>Term and termination:</b>	the Loan Agreement is in force until the Loan Originator has settled all its liabilities in full;
<b>Governing law:</b>	the laws of Latvia;
<b>Dispute settlement:</b>	the disputes and any claims between the parties are settled in a court of Latvia according to the laws of Latvia.

#### 4.2.1.2. Structure of the Loan Agreement

The Loan Agreement provides that the Loan may be distributed in parts. Each part of the Loan is granted and issued in accordance with the terms of the additional agreement ("**Loan Distribution Agreement**") that is prepared in accordance with the terms and conditions set out in the Loan Agreement and is drawn up in accordance with the form that is attached to the Loan Agreement. The Loan Distribution Agreement is an integral part of the Loan Agreement.

The Loan Distribution Agreement sets out the terms and conditions of each part of the Loan, including, but not limited to:

<b>Amount of the part of the Loan:</b>	<p>there is no limit for the minimum amount of a part of the Loan, as well as the frequency of issuing parts of the Loan under the Loan Agreement;</p> <p>the maximum amount of the part of the Loan shall not exceed EUR 250 000;</p> <p>the amount of the part of the Loan does not mirror the amount of individual Underlying Loan used for the repayment of the Loan as the Loan and the Underlying Loan independent from each other;</p>
<b>Term of the part of the Loan:</b>	from 3 to 12 months, provided that the initial maturity of a part of the Loan shall not exceed the end date of the Loan Agreement;



<b>Extensions of the Term of the part of the Loan:</b>	subject to the Lender’s written approval, the Loan Originator has the right to extend the initial maturity of a part of the Loan for no more than 4 times for a 3-month period (in total 12-month period);
<b>Repayment schedule of the part of the Loan</b>	the repayment of the part of the Loan takes place in accordance with the repayment schedule; the repayment of the principal amount of each part of the Loan shall be structured as a bullet payment, while the repayment of interest shall take place periodically both of which among other things shall be defined in the Final Terms;
<b>Interest on the part of the Loan:</b>	the part of the Loan carries a fixed interest rate which is defined in the Final Terms.

#### *4.2.1.3. Preconditions of the Loan*

The Loan Originator is entitled to request granting of the Loan if it has fulfilled the preconditions set in the Loan Agreement, including:

- a. the Loan Originator has sufficient collateral to cover the Loan;
- b. the Loan Originator meets the financial covenants set in the Loan Agreement;
- c. the Lender has received the Assignment Fee for the Loan Receivables from the Issuer.

If the Assignment Fee is not paid by the Issuer, the Lender is not obliged to grant the particular individual Loan.

If the preconditions set out in the Loan Agreement are not met, the Lender may refuse granting of the Loan and concluding the Loan Distribution Agreement.

#### *4.2.1.4. Procedure for distributing the Loan*

The Loan is distributed in the following manner:

- a. the Loan Originator submits a request to the Lender to grant a part of the Loan specifying the amount of the part of the Loan, its maturity date and other characteristics, thus creating a new Loan Receivable;
- b. once the Loan Originator has submitted the request to the Lender it is binding to the Loan Originator and the Loan Originator cannot refuse the accept or withdraw from borrowing the reserved part of the Loan from the Lender, unless mutually agreed with the Lender;
- c. the Loan Originator and the Lender concludes the Loan Distribution Agreement according to which the Lender grants the reserved part of the Loan but does not distribute it to the Loan Originator;
- d. the Lender assigns the Loan Receivables to the Issuer according to the terms of the Assignment Agreement; and
- e. the Lender distributes the reserved part of the Loan to the Loan Originator when the amounts are paid by the Securityholder for the Securities that the part of the Loan is backing;
- f. from the date of the distribution of the part of the Loan as per the terms of the Loan Distribution Agreement, interest on the part of the Loan accrues.

#### *4.2.1.5. Obligations of the Loan Originator*

The Loan Originator among other things commits to:

- a. borrow and accept the reserved part of the Loan according to the Loan Agreement and the Loan Distribution Agreement;
- b. repay the Loan and pay the accrued interest in accordance with the schedule;
- c. pay any late fees, if applicable.

### **4.2.2. The Assignment Agreement**

The Assignment Agreement is concluded by and between the Lender (as the assignor) and the Issuer (as the assignee) with respect to the Loan Receivables. The Loan Receivables serve as the asset that is backing the Securities. The behaviour of the Securities is linked to the behaviour of the Loan Receivables – the repayment (or delay) of the Loan Receivables triggers an equivalent repayment (or delay) of the Securities.

<b>Subject:</b>	<p>the Lender assigns to the Issuer the legal title of the Loan Receivables arising out of the Loan Agreement, thus allowing the Loan Receivables to serve as the asset that is backing the Securities;</p> <p>the Loan Receivables shall be assigned in full amount (with respect to the Loan issued) and the Lender shall not retain the title to any receivables arising from the Loan.</p>
<b>Assignment Fee:</b>	a fee which the Issuer shall pay to the Lender and which is equivalent to the amount of the principal amount of the Loan that is assigned within the particular transaction.
<b>Obligations of the Lender:</b>	the Lender shall continue to service the Loan and receive repayments with respect to the Loan Receivables from the Loan Originator;
<b>Warranties of the Lender:</b>	<p>the Lender provides a warranty to the Issuer that the claims arising from the Loan Receivables are:</p> <ul style="list-style-type: none"> <li>a. not alienated to any third party;</li> <li>b. not encumbered with any encumbrances;</li> <li>c. not subject to any disputes;</li> <li>d. not subject to any restrictions that forbid to assign them to the Issuer;</li> <li>e. not subject to any limitations on making a recovery with regard to them;</li> <li>f. not subject to any other interest, right or claim over by third parties, in or in relation to them.</li> </ul> <p>In addition to the above, the Lender warrants to the Issuer that it will not undergo any restructuring, acquire or establish any subsidiaries without prior written confirmation from the Issuer as long as the Loan Receivables are not fully repaid to the Issuer.</p>
<b>Repayment of the Loan Receivables:</b>	<p>the Loan Originator is obliged to repay the Loan directly to the Issuer as a result of the Assignment Agreement;</p> <p>the Lender is obliged to transfer any repayments with respect to the Loan Receivables to the Issuer upon receiving such repayments from the Loan Originator, if any;</p>
<b>No guarantee by the Lender:</b>	the Lender does not provide any kind of guarantee to the Issuer with respect to the repayment of the Loan Receivables;
<b>Term and termination:</b>	the Assignment Agreement is in force until the Lender has settled all its liabilities in full;
<b>Governing law:</b>	the laws of Latvia;
<b>Dispute settlement:</b>	the disputes and any claims between the parties are settled in a court of Latvia according to the laws of Latvia.

#### 4.2.3. The Guarantee Agreement

The Guarantee Agreement is concluded by and between the Loan Broker (as the guarantor) and the Lender (as the obligee) to secure the obligations of the Loan Originator with respect of the Loan Receivables that may be incurred and arising out of the Loan Agreement. Under the Guarantee Agreement the Loan Broker provides assurance to the Lender to cover all the monetary liabilities of the Loan Originator arising out of the Loan Agreement if the Loan Originator fails to fulfil its obligations.

<b>Subject:</b>	the Loan Broker provides irrevocable and unconditional assurance as the principal debtor to the Lender (and its assignors) to cover in full all the monetary liabilities of the Loan Originator (principal, interest, commissions, indemnities, charges, expenses and other) that may be incurred and arising out of the Loan Agreement if the Loan Originator fails to fulfil its obligations;
<b>Right of the Lender:</b>	to request the Loan Broker to make a payment if the Loan Originator fails, in whole or in part, to make any payment due under the Loan Agreement;

<b>Obligations of the Loan Broker:</b>	upon receipt of the Lender's (or its assignor's) first written request to make a payment to the Lender (or its assignor);
<b>Term and termination:</b>	the Guarantee Agreement is in force until the Loan Originator has settled all its liabilities arising out of the Loan Agreement in full;
<b>Governing law:</b>	the laws of Latvia;
<b>Dispute settlement:</b>	the disputes and any claims between the parties are settled in a court of Latvia according to the laws of Latvia.

#### 4.2.4. The Subordination Agreement

The Subordination Agreement is concluded by and between the Loan Originator (as the debtor) and the Loan Broker (as the guarantor) and the Lender (as the creditor) to depict and recognize the liabilities of the Loan Originator and the Loan Broker arising out of the Transaction Documents (the Loan Agreement, the Guarantee agreement and the Distribution Agreement) and the priority of those liabilities over any other liabilities of the Loan Originator and the Loan Broker respectively.

<b>Subject:</b>	<p>under the Subordination Agreement the liabilities and the repayment obligations of the Loan Originator arising out of the Loan Agreement are deemed to be senior liabilities while any other monetary debt liabilities of the Loan Originator are deemed to be junior liabilities, except the repayment obligations arising out of the following agreements concluded by and between the Loan Originator (as the borrower) and AS FINNO, the unified registration number: 40103919184) (hereinafter jointly referred to as "<b>Short Term Loan Facility Agreement</b>"):</p> <ul style="list-style-type: none"> <li>a. the Short Term Loan Facility Agreement No. 01/12/2020.1, dated December 1<sup>st</sup> 2020, as well as the following amendments: <ul style="list-style-type: none"> <li>i. Additional Agreement No. 1, dated January 13<sup>th</sup> 2021;</li> <li>ii. Additional Agreement No. 2, dated April 7<sup>th</sup> 2021; and</li> <li>iii. Additional Agreement No. 3, dated April 30<sup>th</sup> 2021; and</li> </ul> </li> <li>b. the Short Term Loan Facility Agreement No 01/12/2021, dated December 1<sup>st</sup> 2021.</li> </ul> <p>the claim rights of the loan receivables arising out of the Short Term Loan Facility Agreement have been assigned to the investors via the Platform. The liabilities and the repayment obligations arising out of the Loan Agreement and the Short Term Loan Facility Agreement rank <i>pari passu</i> without any preference among themselves. The junior liabilities shall be subordinated under the senior liabilities and thus the junior liabilities are ranked below the senior liabilities with regard to claims on assets or earnings;</p> <p>under the Subordination Agreement the liabilities and the repayment obligations of the Loan Broker arising out of the Guarantee Agreement are deemed to be senior liabilities while any other monetary debt liabilities of the Loan Broker are deemed to be junior liabilities. The junior liabilities shall be subordinated under the senior liabilities and thus the junior liabilities are ranked below the senior liabilities with regard to claims on assets or earnings;</p>
<b>Right of the Lender:</b>	in the event of the Loan Originator's and/or the Loan Broker's default to meet its financial obligations towards their creditors, the Lender (or its assignees) has the legal right to request to settle the monetary liabilities towards the Lender (or its assignees) in full first;
<b>Obligations of the Loan Broker:</b>	to respect the subordination of the junior liabilities and settle the monetary liabilities towards the Lender (or its assignees) before settling any other creditor claims;
<b>Obligations of the Loan Originator:</b>	to respect the subordination of the junior liabilities and settle the monetary liabilities towards the Lender (or its assignees) before settling any other creditor claims;

<b>Term and termination:</b>	the Subordination Agreement is in force until the Loan Originator has settled all its liabilities arising out of the Loan Agreement in full and/or until the end of the validity term of the Guarantee Agreement;
<b>Governing law:</b>	the laws of Latvia;
<b>Dispute settlement:</b>	the disputes and any claims between the parties are settled in a court of Latvia according to the laws of Latvia.

## 5. ORGANISATIONAL STRUCTURE

The Issuer, the Lender and the Loan Broker all have the same ultimate beneficial owner – Mr Armands Broks (the “UBO”), however they belong to and operate under the management of different business divisions that are controlled by the UBO. These are:

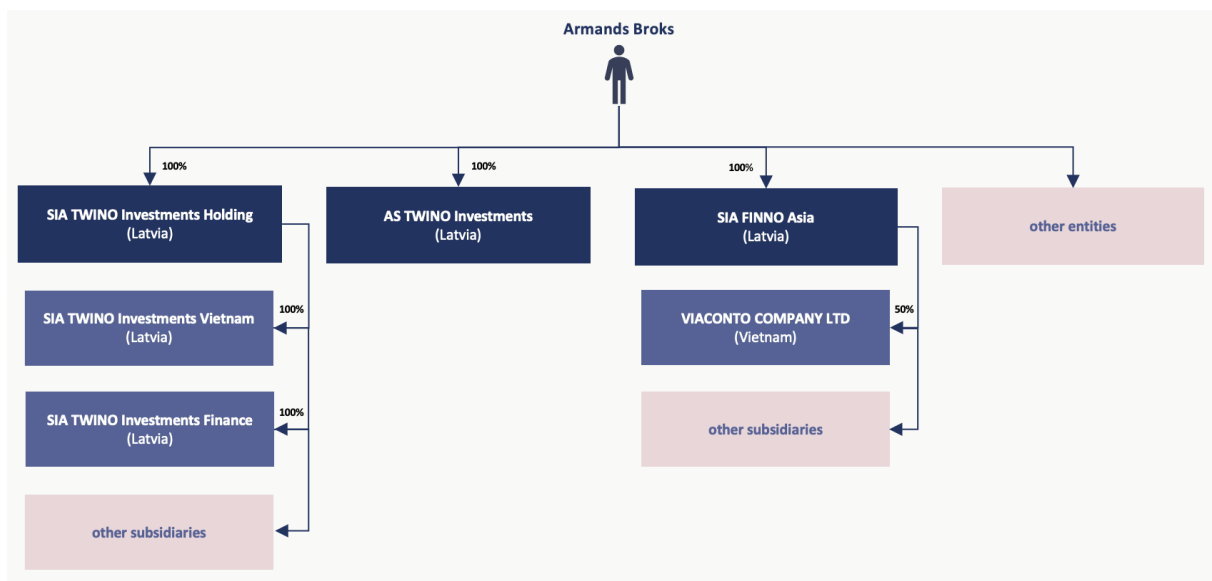
### investment business:

the investment business operates under the brand name “TWINO” and is set up under two different legal entities (in the Base Prospectus jointly referred to as the “TWINO Group”): AS TWINO Investments, with the unified registration number: 44103143823 (the Distributor) and SIA TWINO Investments Holding, with the unified registration number: 40203295313 (“SIA TWINO Investments Holding”). Both the Issuer and the Lender are subsidiaries of SIA TWINO Investments Holding and part of the TWINO Group, consisting of companies that operate in the investment business, including, but not limited to the Distributor.

### lending business:

the lending business operates under the brand name “FINNO” and is set up under three different legal entities (in this Base Prospectus jointly referred to as the “FINNO Group”), amongst them is SIA FINNO Asia, with the unified registration number: 40203370838 (“SIA FINNO Asia”). SIA FINNO Asia is a part of the FINNO Group, which consists of companies that operate in the lending business. SIA FINNO Asia holds 50% shareholding in the Loan Broker. Historically the lending business operated under the TWINO brand, but along with the emergence of the investment business was separated from the latter both in terms of the legal structure, as well as the brand name.

Figure 3 - Legal structure of the Issuer, the Lender and the Loan Broker



## 6. THE ISSUER

### 6.1. INCORPORATION AND OWNERSHIP

SIA TWINO Investments Vietnam ("**Issuer**"), was incorporated and registered as a limited liability company (in Latvian – *sabiedrība ar ierobežotu atbildību*) in the Commercial Register of Enterprises of Latvia on February 15, 2022 with the unified registration number: 40203380037. It is organised and operating pursuant to the laws of Latvia and has been established for an indefinite period of time. The Legal Entity Identifier ("**LEI**") of the Issuer is 9845001E8B5BB4783E93. The registered address and office of the Issuer is at: 42 Dzirnāvu Street, Riga, LV-1010, Latvia and its telephone number is: +371 67 799 997.

The Issuer's authorised, issued and paid-up share capital is EUR 2 800.00 divided into 2 800 ordinary shares with a nominal value of EUR 1.00 per share. Each share is entitled to one (1) vote. 100% of the shares of the Issuer are held by its sole shareholder SIA TWINO Investments Holding, incorporated and registered as a limited liability company in Latvia with the unified registration number: 40203295313. The sole shareholder of SIA TWINO Investments Holding is Mr Armands Broks, who is the sole ultimate beneficial owner of the Issuer.

### 6.2. GOVERNANCE

The Issuer is managed by the Management Board and the shareholders' meeting. The Management Board is the executive body of the Issuer, which manages and represents the Issuer. The Management Board is responsible for the commercial activities and accounting of the Issuer as well as administration of the Issuer property in compliance with the law. Members of the Management Board are elected by the Issuer's sole shareholder. In accordance with the Articles of Association, the Management Board of the Issuer consists of:

<b>Title:</b>	member of the Management Board with the right to represent individually
<b>Full name:</b>	Mr Helvijs Henšelis
<b>Education and experience:</b>	<p>Mr Helvijs Henšelis has a strong background in business. He has held positions such as a Tax manager in SIA "Pricewaterhouse Coopers", SIA "Deloitte Latvia" and in both TWINO and FINNO Groups. Most recently he has been appointed as the Strategic Advisor of TWINO, where he assists in the development of strategic plans of the company.</p> <p>Mr Helvijs Henšelis holds a bachelor degree in finance and economics from Stockholm School of Economics in Riga.</p>
<b>Other positions:</b>	<ol style="list-style-type: none"><li>strategic advisor of AS TWINO Investments;</li><li>CEO and member of the Management Board of SIA "Corta Solutions";</li><li>co-founder and member of the Management Board of SIA "Medon".</li></ol>

The shareholders' meeting is the highest decision-making body of the Issuer. Some of the main matters that are in the competence of the shareholders' meeting are: (a) amendments to the Articles of Association; (b) increase or decrease of the share capital; (c) dividend approval; (d) election/dismissal of members of the Management Board; (e) approval of annual financial accounts and distribution of profit.

### 6.3. BUSINESS

The Issuer has been established as a *special purpose entity* for the purpose of issuing asset-backed securities ("**Securities**"). The Issuer does not undertake any business other than the issue and redemption of the Securities and other related transactions. The Issuer has no direct or indirect subsidiaries, and it does not own any shares of equity.

#### **6.4. FINANCIAL INFORMATION**

The financial reporting process of the Issuer is overseen at TWINO Group level, to ensure the transparency and integrity of financial information and the effectiveness of the TWINO Group's internal control and risk management system, including recommending the appointment and assessing the performance of the external auditor, and the effectiveness of the process for monitoring compliance with laws and regulations affecting financial reporting and code of business conduct.

On the date of the Base Prospectus, audited financial statements of the Issuer have not been drawn up and are not available as the Issuer has been recently incorporated, has not commenced operations, and has not operated a full financial year. The financial statements of the Issuer will be prepared in accordance with the Latvian Generally Accepted Accounting Principles (GAAP). The Issuer will prepare its first statements in respect of the period ending in December 31, 2022. The Issuer does not publish interim financial statements nor does it have any subsidiaries so its accounts are non-consolidated.

Since the date of the Issuer's incorporation, there has been no significant change in the financial statements of the Issuer and no material adverse change in the financial position or prospects of the Issuer.

#### **6.5. AUTHORISATION**

The Issuer has obtained all necessary consents, approvals and authorisations in Latvia in connection with the issue and of the Securities prior their offering to public. The Programme and issue of the Securities was authorised by resolution of the sole shareholder of the Issuer passed on the 2<sup>nd</sup> of November 2022.

#### **6.6. LEGAL AND ARBITRATION PROCEEDINGS**

Since the date of the Issuer's incorporation, the Issuer has not been involved in any litigation or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had a significant effect on the financial position or profitability of the Issuer.

## 7. THE LENDER

### 7.1. INCORPORATION AND OWNERSHIP

SIA TWINO Investments Finance (“**Lender**”), was incorporated and registered as a limited liability company (in Latvian – *sabiedrība ar ierobežotu atbildību*) in the Commercial Register of Enterprises of Latvia on February 15, 2022 with the unified registration number: 40203380408. It is organised and operating pursuant to the laws of Latvia and has been established for an indefinite period of time. The registered address and office of the Lender is at: 42 Dzirnāvu Street, Riga, LV-1010, Latvia and its telephone number is: +371 67 799 997.

The Lender’s authorised, issued and paid-up share capital is EUR 2 800.00 divided into 2 800 ordinary shares with a nominal value of EUR 1.00 per share. Each share is entitled to one (1) vote. 100% of the shares of the Lender are held by its sole shareholder SIA TWINO Investments Holding, incorporated and registered as a limited liability company in Latvia with the unified registration number: 40203295313. The sole shareholder of SIA TWINO Investments Holding is Mr Armands Broks, who is the sole ultimate beneficial owner of the Lender.

### 7.2. GOVERNANCE

The Lender is managed by the Management Board and the shareholders’ meeting. The Management Board is the executive body of the Lender, which manages and represents the Lender. The Management Board is responsible for the commercial activities and accounting of the Lender as well as administration of the Lender property in compliance with the law. Members of the Management Board are elected by the Lender’s sole shareholder. In accordance with the Articles of Association, the Management Board of the Issuer consists of:

<b>Title:</b>	member of the Management Board with the right to represent individually
<b>Full name:</b>	Mr Helvijs Henšelis
<b>Education and experience:</b>	Mr Helvijs Henšelis has a strong background in business. He has held positions such as a Tax manager in SIA “Pricewaterhouse Coopers”, SIA “Deloitte Latvia” and in both TWINO and FINNO Groups. Most recently he has been appointed as the Strategic Advisor of TWINO, where he assists in the development of strategic plans of the company.  Mr Helvijs Henšelis holds a bachelor degree in finance and economics from Stockholm School of Economics in Riga.

The shareholders’ meeting is the highest decision-making body of the Lender. Some of the main matters that are in the competence of the shareholders’ meeting are: (a) amendments to the Articles of Association; (b) increase or decrease of the share capital; (c) dividend approval; (d) election/dismissal of members of the Management Board; (e) approval of annual financial accounts and distribution of profit.

### 7.3. BUSINESS

The Lender has been established as a *special purpose entity* for the purpose of (a) granting and issuing business loans to the Loan Originator as well as other several other lending companies with which TWINO cooperates with; (b) servicing these business loans throughout their entire lifetime; and (c) assigning these business loans to the issuers for issuance of financial instruments on the Platform. The Lender does not undertake any business other than the granting and issuing, servicing and assigning business loans and other related transactions. The Lender has no direct or indirect subsidiaries, and it does not own any shares of equity.

### 7.4. FINANCIAL INFORMATION

The financial reporting process of the Lender is overseen at TWINO Group level, to ensure the transparency and integrity of financial information and the effectiveness of the TWINO Group’s internal control and risk management system, including recommending the appointment and assessing the performance of the external auditor, and the effectiveness of the process for monitoring compliance with laws and regulations affecting financial reporting and code of business conduct.



On the date of the Base Prospectus, audited financial statements of the Lender have not been drawn up and are not available as the Lender has been recently incorporated, has not commenced operations, and has not operated a full financial year. The financial statements of the Lender will be prepared in accordance with the Latvian Generally Accepted Accounting Principles (GAAP). The Lender will prepare its first statements in respect of the period ending 2022. The Lender does not publish interim financial statements nor does it have any subsidiaries so its accounts are non-consolidated.

Since the date of the Lender's incorporation, there has been no significant change in the financial statements of the SPF Finance and no material adverse change in the financial position or prospects of the Lender.

#### **7.5. LEGAL AND ARBITRATION PROCEEDINGS**

Since the date of the Lender's incorporation, the Lender has not been involved in any litigation or arbitration proceedings (including any such proceedings which are pending or threatened of which the Loan Originator is aware) which may have, or have had a significant effect on the financial position or profitability of the Loan Originator.

## 8. THE LOAN ORIGINATOR

### 8.1. INCORPORATION AND OWNERSHIP

Hoang Kim Nhat Company Limited ("*Loan Originator*"), was incorporated and registered as a limited liability company with the registration number: 0315733498 on June 18, 2019 by the Department of Planning and Investment of Ho Chi Minh City. It is organised and operating pursuant to the laws of Vietnam and has been established for an indefinite period of time. The registered address and office of the Loan Originator is at: 549/66 Xo Viet Nghe Tinh St, Ward 26, Binh Thanh District, HCMC, Vietnam.

The Loan Originator's authorised, issued and paid-up share capital is VND 200 000 000 divided into 200 000 000 ordinary shares with a nominal value of VND 1 per share. Each share is entitled to one (1) vote. 100% of the shares of the Loan Originator are held by its sole shareholder Mr Tran Dinh Chuong, a citizen of Vietnam, who is the sole ultimate beneficial owner of the Loan Originator.

### 8.2. GOVERNANCE

The Loan Originator is managed by the management board and the shareholders' meeting. The management board is the executive body of the Loan Originator, which manages and represents the Loan Originator. The management board is responsible for the commercial activities and accounting of the Loan Originator as well as administration of the Loan Originator property in compliance with the law. Members of the management board are elected by the Loan Originator's sole shareholder. In accordance with the Articles of Association, the management board of the Issuer consists of:

<b>Title:</b>	member of the management board with the right to represent individually
<b>Full name:</b>	Mr Tran Dinh Chuong
<b>Education and experience:</b>	Mr Tran Dinh Chuong has previous professional experience in business management, holding such positions in the past as an Office Manager and Managing Director of companies in Vietnam.

The shareholders' meeting is the highest decision-making body of the Loan Originator. Some of the main matters that are in the competence of the shareholders' meeting are: (a) amendments to the Articles of Association; (b) increase or decrease of the share capital; (c) dividend approval; (d) election/dismissal of members of the management board; (e) approval of annual financial accounts and distribution of profit.

### 8.3. BUSINESS

The Loan Originator issues consumer loans to private individuals, residents of Vietnam, in return of a pledge - personal belonging of the borrower, such as a mobile phone. The size of consumer loans that the company issues is maximum 15 million VND and their term range is 7-30 days. Considering that the consumer loans issued by the Loan Originator are not subject to the Base Prospectus and the Securities, they will not be described herein.

### 8.4. THE AUTHORIZATION AGREEMENT

The Authorization Agreement, concluded by and between the Loan Originator and the Loan Broker is governed by and construed in accordance with the laws of Vietnam. The agreement provides the framework under which the Loan Broker authorizes the Loan Originator to receive the fees from the Underlying Borrowers. Under the agreement, the Loan Broker shall hand over to the Loan Originator the information about the Underlying Borrowers, their payment obligations and all the necessary documentation.

The Authorization Agreement sets the obligation of the Loan Originator to inform the Loan Broker about the progress of the Underlying Borrower's obligations. Additionally, it the Loan Originator is obliged to transfer all the collections received from the Underlying Borrowers in accordance with the Borrowing Consulting Agreement to the Loan Broker. The first transfer due from the Loan Originator to the Loan Broker shall take place not later than when reached 1 500 000 000 VND.

## 8.5. FINANCIAL INFORMATION

The financial statements of the Loan Originator are prepared in accordance with the Circular No. 133/2016/TT-BTC, which provides instructions on accounting for small and medium enterprises (SME) in Vietnam.

Considering that the Loan Originator (with 100% local-owned capital) does not fall into any of the cases subject to compulsory auditing, the financial statement of the Loan Originator is not required to be audited under the laws of Vietnam. Regarding the submission of the financial statement, like other ordinary enterprises, the Loan Originator shall submit its financial statement to the tax authorities directly managing local taxes under the laws of Vietnam.

Pursuant to the Circular No. 39/2016/TT-NHNN, dated December 30, 2016, of the State Bank of Vietnam prescribing lending transactions of credit institutions and/or foreign bank branches with customers, based on the legal capital requirements for lending credit institutions, the Loan Originator is not considered a lending credit institution. As such, it is not subject to Anti-Money Laundering/Combating the Financing of Terrorism (AML/CTF) and Sanctions laws and regulations.

Due to its size, the Loan Originator cooperates with the Loan Broker, which oversees the final offering of the issued consumer loans, as well as supervises operations of the Loan Originator. The Loan Originator is considered a lending partner of the Loan Broker.

The financial statements of the Loan Originator are available for inspection on the Website:

- a. [non-audited standalone financial statements of the Loan Originator for the financial year 2020;](#)
- b. [non-audited standalone financial statements of the Loan Originator for the financial year 2021.](#)

The selected standalone financial statements set forth below should be read in conjunction with the respective documents incorporated by reference in the Base Prospectus. The tables below present the income statement and the balance sheet of the Loan Originator for the financial years ended 31 December 2020 and 2021,, as required by the applicable laws of financial statements of Vietnam.

*Figure 4 - Income Statement of the Loan Originator*

Income statement (VND)		
	Actual 2021	Actual 2020
<b>Revenue from sales of goods and rendering of services</b>	<b>1 602 004 383</b>	<b>373 031 301</b>
Deductions	0	0
Net revenue from sales of goods and rendering of services	1 602 004 383	373 031 301
Cost of goods sold	(237 134 496)	(113 400 000)
<b>Gross profit from sales of goods and rendering of services</b>	<b>1 364 869 887</b>	<b>259 631 301</b>
Financial income	5 373 990 272	66 585 834
Financial expenses	(8 323 966 779)	(2 012 094 721)
Business administration expenses	(2 805 918 116)	(899 393 418)
<b>Operating profit</b>	<b>(4 391 024 736)</b>	<b>(2 585 271 004)</b>
Other income	-	4 584 465
Other expenses	-	(226 100)
<b>Profit from other activities</b>	<b>-</b>	<b>4 385 365</b>
<b>Accounting profit before tax</b>	<b>(4 391 024 736)</b>	<b>(2 580 912 639)</b>
Current corporate income tax expense	-	-
<b>Net profit after corporate income tax</b>	<b>(4 391 024 736)</b>	<b>(2 580 912 639)</b>

Figure 5 - Balance Sheet of the Loan Originator

<b>Balance Sheet (VND)</b>		
	<b>31/12/2021</b>	<b>31/12/2020</b>
<b>ASSETS</b>	<b>91 814 553 452</b>	<b>20 259 850 836</b>
Cash and cash equivalents	47 433 539	924 781 780
<b>Financial investments</b>	<b>88 529 829 519</b>	<b>18 277 259 194</b>
Held-to-maturity investments	88 529 829 519	18 277 259 194
<b>Receivables</b>	<b>3 115 518 752</b>	<b>1 009 358 850</b>
Receivables from customers	871 376 369	214 131 624
Advances to suppliers	-	-
Other receivables	2 244 142 383	795 227 226
<b>Other assets</b>	<b>121 771 642</b>	<b>48 451 012</b>
Value added tax deducted	121 771 642	48 451 012
Other assets	-	-
<b>Total assets</b>	<b>91 814 553 452</b>	<b>20 259 850 836</b>
<b>LIABILITIES</b>	<b>98 702 941 539</b>	<b>22 757 214 186</b>
Trade payables	-	-
Other payables	12 906 321 539	4 127 049 186
Short-term loans and finance lease liabilities	85 796 620 000	18 630 165 000
<b>EQUITY</b>	<b>(6 888 388 087)</b>	<b>(2 497 363 350)</b>
Owner's invested capital	200 000 000	200 000 000
Retained earnings	(7 088 388 087)	(2 697 363 350)
<b>Total liabilities and equity</b>	<b>91 814 553 452</b>	<b>20 259 850 836</b>

Although the gross profit of the Loan Originator has increased more than 5 times since the end of 2020, the net profit of the company has decreased by almost 60%. The main reason for such an adverse change is arising due to additional financial income and expenses, and the increase in the business administration expenses throughout the reporting year. Both financial income and expenses arise due to loans to other companies. The balance of the loan agreements was re-evaluated according to the EUR/VND exchange rates. As the value of EUR had decreased sharply in 2021, the loan payable balance had also increased.

The balance sheet of the Loan Originator grew over 4 times during the reporting years. The main change arose due to an increase in held-to-maturity investments, which is the money distributed to the Underlying Borrowers for the loans issued. These are classified as held-to-maturity investments according to the Vietnamese accounting standards.

Additionally, as the Loan Originator has issued more consumer loans, the receivables from the customers have also increased in accordance with it. To be able to provide the necessary financing, the Loan Originator has also borrowed more capital as short-term loans and finance lease.

Despite the negative equity of the Loan Originator, the Issuer believes there are no going concern risks of the Loan Originator and considers it as being capable of providing its services further.

## 8.6. LEGAL AND ARBITRATION PROCEEDINGS

Since the date of the Loan Originator's incorporation, the Loan Originator has not been involved in any litigation or arbitration proceedings (including any such proceedings which are pending or threatened of which the Loan Originator is aware) which may have, or have had a significant effect on the financial position or profitability of the Loan Originator.

## 9. THE LOAN BROKER

### 9.1. INCORPORATION AND OWNERSHIP

VIACONTO Company Limited ("**Loan Broker**"), was incorporated and registered as a limited liability company with the registration number: 0315687749. It is organised and operating pursuant to the laws of Vietnam and has been established for an indefinite period of time. The registered address and office of the Loan Broker is at: Floor 1, Petroland Building, No 12 Tan Trao Street, Tan Phu Ward, District 7, Ho Chi Minh City, Vietnam. The Loan Broker is a 100% foreign owned company, operating under an Investment Certificate number 8778783357.

The Loan Broker's authorised, issued and paid-up share capital is VND 4'000'000'000 divided into 4'000'000'000 ordinary shares with a nominal value of VND 1 per share. Each share is entitled to one (1) vote. The shareholders of the Loan Broker are (a) SIA FINNO Asia, incorporated and registered as a limited liability company in Latvia with the unified registration number: 40203387406, owning 50% of the Loan Broker's share capital; and (b) AS VIA SMS Group, incorporated and registered as a joint stock company in Latvia with the unified registration number: 40003901472, owning 50% of the Loan Broker's share capital. The sole ultimate beneficial owners of the Loan Broker are (a) Mr Armands Broks and (b) Mr Gregorijs Krasovickis.

### 9.2. GOVERNANCE

The Loan Broker is managed by the management board and the shareholders' meeting. The management board is the executive body of the Loan Broker, which manages and represents the Loan Broker. The management board is responsible for the commercial activities and accounting of the Loan Broker as well as administration of the Loan Broker property in compliance with the law. Members of the management board are elected by the Loan Broker's shareholders. In accordance with the Articles of Association, the management board of the Loan Broker consists of:

<b>Title:</b>	chairman of the management board with the right to represent individually
<b>Full name:</b>	Ms Anastasija Oļeiņika
<b>Education and experience:</b>	Ms Anastasija Oļeiņika has a strong background in business, i.e., as her previous professional roles – most recently as the CEO of the TWINO Group, and the CFO, COO of the TWINO Group prior. Ms Anastasija Oļeiņika holds a bachelor's degree in finance and economics.

<b>Title:</b>	member of the management board with the right to represent individually
<b>Full name:</b>	Mr Deniss Šerstjukovs
<b>Education and experience:</b>	Mr Deniss Šerstjukovs has an extensive background in business, taking several management and supervisory positions in the Loan Broker's subsidiaries. Mr Deniss Šerstjukovs has over nine years of experience in consumer lending business development.

<b>Title:</b>	member of the management board with the right to represent individually
<b>Full name:</b>	Mr Le Anh Tuan
<b>Education and experience:</b>	Mr Le Anh Tuan is also the legal representative of the Loan Broker. He has an extensive previous background in finance and business management.

The shareholders' meeting is the highest decision-making body of the Loan Originator. Some of the main matters that are in the competence of the shareholders' meeting are: (a) amendments to the Articles of Association; (b) increase or decrease of the share capital; (c) dividend approval; (d) election/dismissal of members of the management board; (e) approval of annual financial accounts and distribution of profit.

### 9.3. BUSINESS

The Loan Broker is a financial services company offering consumers, residents of Vietnam, alternative banking services using an online lending platform [vamo.vn](http://vamo.vn) to connect borrowers and investors and facilitating loan processes. The Loan Broker does not act as an investor or lender, its principal business activities comprise of providing consulting services to the Underlying Borrowers, overseeing the operations of the Loan Originator, granting consumer loans, managing credit scoring and loan collection processes, as well supervising compliance of risk policies.

In the legal relationship between the Loan Originator and the Loan Broker, the latter is considered the middleman between the Loan Originator and the Underlying Borrower. According to the laws of Vietnam, the Loan Broker can offer but cannot issue the Underlying Loans, therefore it has entered the cooperation with the Loan Originator, which provides funding of the Underlying Loans. The Loan Broker provides consulting services to the Underlying Borrowers, receiving consulting fee as a result. The Loan Broker oversees the operations of the Loan Originator, manages its credit scoring and loan collection processes, as well supervises compliance of risk policies. Based on the responsibilities of the Loan Broker, within the scope of the Base Prospectus, it constitutes as the entity in charge of the core elements of the Loan Originator's lending business.

#### 9.3.1. The Borrowing Consulting Agreement

The Borrowing Consulting Agreement is concluded by and between the Underlying Borrower and the Loan Broker, which sets forth the terms and conditions of the existing legal relationship between the Loan Broker and the Underlying Borrower. The Borrowing Consulting Agreement is governed and construed in accordance with the laws of Vietnam.

Under the Borrowing Consulting Agreement, the Loan Broker is responsible for the introduction of the amount and term of the Underlying Loan, arranging the signing of the Underlying Borrower Loan Agreement between the Underlying Borrower and the Loan Broker, assisting the Underlying Borrower with all matters arising during the term of the Underlying Loan. The Underlying Borrower is required to pledge a personal belonging, such as a mobile phone, as a collateral for the Underlying Loan.

For the services provided by the Loan Broker, the Loan broker receives a consulting fee, a prolongation fee in case of the extension of the maturity term of the Underlying Loan, and a support fee, which is charged in case of a delayed payments of the Underlying Loan by the Underlying Borrower. The consulting fee is based on the amount and tenor of the Underlying Loan and is calculated as follows:  $Loan\ amount \times Loan\ tenor \times 1.5\%$ . The prolongation fee depends on the days of the extension and is calculated accordingly:

- a. if the term is prolonged up to seven (7) days:  $Loan\ amount \times 19\%$ ;
- b. if the term is prolonged up to fourteen (14) days:  $Loan\ amount \times 29\%$ ;
- c. if the term is prolonged up to thirty (30) days:  $Loan\ amount \times 39\%$ .

#### 9.3.2. The Underlying Loan application process

The application for the Underlying Loan takes place on the online lending platform [vamo.vn](http://vamo.vn). (the “**Lending Platform**”). For new applicants, the process begins with a customer selecting a desired consumer loan amount and term and continues with a registration phase, where a customer fills out short information form about himself/herself. The Lending Platform ensures a simple registration process and fast processing of the information as the application of for the consumer loan is evaluated immediately and the customer is notified of the results via e-mail or phone within one business day.

Repeated customers wishing to apply for a consumer loan must login into their account on the Lending Platform with the registered phone number and a password, select the desired consumer loan amount and term and make the request. Assessment of re-borrowers is prioritized and assessed faster.

A customer wishing to apply for a consumer loan must be a citizen living and working in Vietnam, be in the age range from 20 to 60 years and have a stable job and income. The application process requires a valid ID or CCCD (Citizen Identity Card) to verify the identity of the applicant.

The applicant may get an offer for an amount not corresponding to the initially requested amount. In such cases, customers must manually accept or decline the offer.

As soon as the loan application is approved, the money is transferred to the borrower via a wire transfer to the bank account or a debit card. The customer can select the preferred transfer method during the registration process. The transfer shall take place within 2 hours after the approval of the loan.

New customers can be approved for a loan of up to 4 million VND, whereas repeated customers can receive up to 15 million VND. The final applied limit depends on the income of the applicant.

The customer can have only one active loan at a time. It is possible to apply for another loan only after fully repaying the previous one.

The application for the loan may be rejected in case the applicant does not have sufficient income, have other outstanding loans, is late for repayments or other reasons that are not compliant with the internal policies of the Loan Broker.

### **9.3.3. Term of the Underlying Loan**

The term of the individual loans can vary from 7 to 30 days. The repayment dates of the loan are visible to the Underlying Borrower upon logging in the Lending Platform.

The client can repay the loan prior to its due date. In the event that the applicant cannot repay the loan within the set schedule, it is possible to extend the loan for additional 7, 14 or 30 days. The extension can occur for an unlimited amount of times.

In case of late payments, the credit history and the future loan approval process of the customer will be impacted. There might be debt recovery measures, penalties and even lawsuits implemented in accordance with the regulations.

## **9.4. REPAYMENT OF THE UNDERLYING LOAN**

The customer can repay the loan by the virtual account, using e-wallet, through a bank or through a postal network. It is also possible to make repayments in cash at a bank branch.

## **9.5. PERSONAL DATA PROTECTION**

There is no single set of laws applicable to protection of personal data in Vietnam. Rules and regulations on personal data protection are found in several laws, such as Civil Code and the Law on Cyberinformation Security.

The Loan Broker is responsible for and can demonstrate compliance with data protection key principles. The company has full awareness and understands the rights of the data subject and knows how to provide the opportunity for the data subject to exercise its respective rights. The Loan Broker has a policy which describes the general principles of the information collected by the company, as well as the processing aspect of the personal data.

The company has taken appropriate organizational and technical measures to protect personal data from unauthorized access, unlawful disposition, disclosure, loss, modification or destruction. These measures include:

- a. physical and logical access control;
- b. secure and encrypted communication channels;
- c. encrypted storage for files and backups;
- d. storage of data in certified data centres;
- e. control access to the office;
- f. security training of its employees.

The Loan Broker follows principles for collecting and processing of the personal data. These principles include:

- a. lawfulness, fairness and transparency principle - Data is processed in a lawful, fair and transparent manner;
- b. purpose limitation principle – data is collected for specified, explicit and legitimate purposes and is not further processed in a manner that is incompatible with those purposes;
- c. data minimization principle – data is collected as long as it is adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- d. accuracy principle – data is accurate and up to date, when necessary;

- e. storage limitation principle – data is kept in a form which permits identification of data subjects for no longer than it is necessary for the purpose for which the data is processed;
- f. integrity and confidentiality principle – data is processed in a manner that ensures appropriate security, including protection against unauthorized or unlawful processing.

## 9.6. FINANCIAL INFORMATION

The financial statements of the Loan Broker are prepared in accordance with the Circular No. 133/2016/TT-BTC, which provides instructions on accounting for small and medium enterprises (SME) in Vietnam. The Loan Broker is also responsible for submitting the audited financial reports to the respective authorities.

The financial information of the Loan Broker has been audited by AS Auditing Company, a company registered in Vietnam with registration No.: 0310996715, registered address: 63A Vo Van Tan Street, Ward 6, District 3, Ho Chi Minh City, Vietnam.

The financial statements of the Loan Broker are available for inspection on the Website:

- c. audited financial statements of the Loan Broker for the financial year 2020, including emphasized matters;
- d. audited financial statements of the Loan Broker for the financial year 2021.

The selected standalone financial statements set forth below should be read in conjunction with the respective documents incorporated by reference in the Base Prospectus. The tables below present key selected standalone financial information – the income statement and the balance sheet – of the Loan Broker for the financial years ended 31 December 2020 and 2021.

Figure 6 – Income statement of the Loan Broker

Income statement (VND)		
	Actual 2021	Actual 2020
<b>Net revenue from sales of goods and rendering of services</b>	<b>51 054 757 696</b>	<b>7 488 049 077</b>
Cost of goods sold	(2 935 555 763)	(1 683 297 761)
<b>Gross profit from sales of goods and rendering of services</b>	<b>48 119 201 933</b>	<b>5 804 751 316</b>
Financial income	567 971 122	6 407 779
Financial expenses	(1 000 572 753)	(1 467 285 445)
Business administration expenses	(34 975 622 581)	(13 269 335 816)
<b>Operating profit</b>	<b>12 710 977 721</b>	<b>(8 925 462 166)</b>
Other income	21 936 509	460 514
Other expenses	(11 074 059)	(25 495 913)
<b>Profit from other activities</b>	<b>10 862 450</b>	<b>(25 035 399)</b>
<b>Accounting profit before tax</b>	<b>12 721 840 171</b>	<b>(8 950 497 565)</b>
Current corporate income tax expense	(564 818 663)	-
<b>Net profit after corporate income tax</b>	<b>12 157 021 508</b>	<b>(8 950 497 565)</b>

Figure 7 - Balance Sheet of the Loan Broker

Balance Sheet (VND)		
	31/12/2021	31/12/2020
<b>ASSETS</b>	<b>9 326 962 546</b>	<b>8 663 282 971</b>
Cash and cash equivalents	489 512 663	4 711 245 622
<b>Financial investments</b>	<b>173 299 668</b>	<b>165 185 753</b>
Held-to-maturity investments	173 299 668	165 185 753
<b>Receivables</b>	<b>8 447 695 940</b>	<b>3 463 645 808</b>



<b>Balance Sheet (VND)</b>		
	<b>31/12/2021</b>	<b>31/12/2020</b>
Short-term receivables from customers	6 125 506	-
Advances to suppliers	182 481 600	-
Other receivables	8 259 088 834	3 463 645 808
<b>Inventories</b>	-	-
<b>Fixed assets</b>	<b>18 406 250</b>	<b>39 781 250</b>
Historical cost	64 125 000	64 125 000
Accumulated depreciation	(45 718 750)	(24 343 750)
<b>Other assets</b>	<b>198 048 025</b>	<b>283 424 538</b>
Value added tax deducted	-	32 446 766
Other assets	198 048 025	250 977 772
<b>Total assets</b>	<b>9 326 962 546</b>	<b>8 663 282 971</b>
<b>LIABILITIES</b>	<b>5 156 203 508</b>	<b>16 649 545 441</b>
Taxes and amounts payables to State budget	1 969 950 471	283 235 185
Payables to employees	459 845 399	38 245 719
Other payables	2 726 407 638	968 844 537
Short-term loans and finance lease liabilities	-	15 359 220 000
<b>EQUITY</b>	<b>4 170 759 038</b>	<b>(7 986 262 470)</b>
Owner's invested capital	2 020 372 000	2 020 372 000
Retained earnings	2 150 387 038	(10 006 634 470)
<b>Total liabilities and equity</b>	<b>9 326 962 546</b>	<b>8 663 282 971</b>

The main changes in the asset side of the balance sheet of the Loan Broker since the previous year is mainly comprising of the increased receivables during 2021. The largest portion of receivables are payments that are due from the Loan Originator, amounting to over 8 billion VND. It is expected that once the Loan Originator collects the consulting fees from its customers, the amount will be paid.

The decrease of cash and cash equivalents are arising due to a discontinuation of an EUR bank account of the Loan Broker. All the cash and equivalents are held in VND accounts at multiple banks. The Loan Broker also possesses a term deposit, which is considered a financial investment.

The Loan Broker has to pay taxes and other amounts to State budget, which consists of VAT on domestic service provision, personal income tax, profit tax, foreign contractor tax and other payables. The applicable domestic tax rate of the Loan Broker is 10%. The Loan Broker also declares and pays annual license tax following regulations.

The Loan Broker's auditor emphasizes the fact that the accumulated net loss of the Loan Broker for the year ended in December 31 2020 resulted in a negative equity of the company, and its liabilities were significantly higher than the total assets. The auditor explains that these conditions indicate the existence of uncertain factors that can make a substantial doubt about the possibility of continuing operations of the Loan Originator. There were no further emphasized matters of doubt mentioned in the audited financial statements of the year ended December 31 2021.

The Loan Broker had short-term loans to related parties and organizations that it has now repaid and thus, decreased its liabilities in the year ended in December 31 2021. Additionally, the generation of profit from the operations has resulted in increased retained earnings and thus, positive equity side of the balance sheet.

Since the date of the publishing of the audited financial statements, the Loan Broker's owner's invested capital has two-folded to VND 4 billion as a result of a Capital Contribution Agreement between the Loan Broker and AS FINNO Asia, where the latter gained a 50% stake in the Loan Broker's company. There has been no other material adverse change in the financial position or prospects of the Loan Broker since the date of its last published audited financial statements.

## **9.7. LEGAL AND ARBITRATION PROCEEDINGS**

Since the date of the Loan Broker's incorporation, the Loan Broker has not been involved in any litigation or arbitration proceedings (including any such proceedings which are pending or threatened of which the Loan Broker is aware) which may have, or have had a significant effect on the financial position or profitability of the Loan Broker.

## 10. THE DISTRIBUTOR

### 10.1. INCORPORATION AND OWNERSHIP

AS TWINO Investments ("**Distributor**"), was incorporated and registered as a joint stock company (in Latvian – *akciju sabiedrība*) in the Commercial Register of Enterprises of Latvia on March 26, 2020 with the unified registration number: 44103143823. It is organised and operating pursuant to the laws of Latvia and has been established for an indefinite period of time. The Legal Entity Identifier ("**LEI**") of the Distributor is 984500856AF4DF5FAT57. The registered address and office of the Issuer is at: 42 Dzirnavu Street, Riga, LV-1010, Latvia and its telephone number is: +371 67 799 997. The Distributor's sole shareholder and the ultimate beneficial owner is Mr Armands Broks.

### 10.2. BUSINESS

The Distributor is authorized as an investment firm by the FCMC on August 31, 2021 under the licence number: 06.06.08.720/536 to provide the following investment services and ancillary services:

- a. portfolio management;
- b. placing of financial instruments without a firm commitment basis;
- c. holding of financial instruments;
- d. currency exchange services where these are related to the provision of investment services;
- e. execution of orders on behalf of clients;
- f. dealing on own account;
- g. services related to underwriting;
- h. reception and transmission of orders in relation to one or more financial instruments.

## 11. CERTAIN NOTICES TO INVESTORS

### 11.1. RESPONSIBILITY STATEMENT

The Issuer accepts responsibility for the information contained in, or incorporated by reference into, the Base Prospectus, in the following Sections of the Base Prospectus:

- a. general description of the Programme;
- b. risk factors related to the Issuer;
- c. risk factors related to the Securities and the trading market;
- d. the Assignment Agreement;
- e. further issues of the Securities;
- f. the legislation and jurisdiction in relation to the issuance of the Securities;
- g. terms and conditions of the Securities;
- h. the information contained in the relevant Final Terms for each Series of Securities issued under the Programme.

The Issuer declares that, to the best of its knowledge, the information contained in, or incorporated by reference into, the Base Prospectus is in accordance with the facts and makes no omission likely to affect the import of such information.

The Management Board of the Issuer consists of:	<b>Title:</b>	member of the management board
	<b>Full name:</b>	Mr Helvijs Henšelis.

The Lender accepts responsibility for the information contained in, or incorporated by reference into, the following Sections of the Base Prospectus.

- a. the Loan Agreement;
- b. the Guarantee Agreement;
- c. the Subordination Agreement;
- d. risk factors related to the Lender.

The Lender declares that, to the best of its knowledge, the information contained in, or incorporated by reference into, the Base Prospectus is in accordance with the facts and makes no omission likely to affect the import of such information.

The Loan Originator accepts responsibility for the information contained in, or incorporated by reference into, the following Sections of the Base Prospectus:

- a. risks related to the Loan Originator;
- b. the Underlying Borrower Loan Agreement;
- c. business review of the Loan Originator;
- d. organizational structure of the Loan Originator;
- e. financial information of the Loan Originator.

The Loan Originator declares that, to the best of its knowledge, the information contained in, or incorporated by reference into, the Base Prospectus is in accordance with the facts and makes no omission likely to affect the import of such information.

The Loan Broker accepts responsibility for the information contained in, or incorporated by reference into, the following Sections of the Base Prospectus:

- f. risks related to the Loan Broker;
- g. financial information of the Loan Broker.

The Loan Broker declares that, to the best of its knowledge, the information contained in, or incorporated by reference into, the Base Prospectus is in accordance with the facts and makes no omission likely to affect the import of such information.

No representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Distributor as to the accuracy or completeness of the information contained in the Base Prospectus or any other information provided by the Issuer, the Loan Originator and/or the Loan Broker. The Distributor does not accept any liability in relation to the information contained in the Base Prospectus or any other information provided by the Issuer and/or the Loan Originator in connection with the Programme.

### **11.2. NOTICE**

The Base Prospectus has been approved by the FCMC, as competent authority under the Prospectus Regulation.

The FCMC only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.

Such approval should not be considered as an endorsement of the Issuer that is the subject of this Base Prospectus.

Investors should make their own assessment as to the suitability of investing in the Securities.

### **11.3. FORWARD-LOOKING STATEMENTS**

The Base Prospectus contains forward-looking assumptions. All statements and assumptions other than statements of historical data included in this Base Prospectus are considered as forward-looking statements. Such statements contain known and unknown risks, uncertainty and other factors that could affect the actual results, performance or accomplishments, or the industry results to vary significantly from any potential outcomes, performance or accomplishments stated or suggested by such forward-looking statements. The forecasted events and developments mentioned in the Base Prospectus may not arise in view of the threats, uncertainties, and assumptions, thus, any forward-looking claims, while currently rational, may prove inaccurate.

As the risk factors pointed in the Base Prospectus and other factors are likely to cause real outcomes or results to vary significantly from those provided in any forward-looking statements included in this Base Prospectus, investors should not settle any reliance on these forward-looking statements. Furthermore, any forward-looking statement shall apply solely to the date on which the Base Prospectus is published. The Issuer shall not attempt to amend or revise any forward-looking statement to represent occurrences or conditions beyond the date on which the statement is published or to reflect the occurrence of unexpected events.

In the future, new factors will appear, and there is no possibility for the Issuer to foresee the occurrence of such. The Issuer cannot determine the impact of each factor on its company or business, or the degree to which any factor or combination of such can affect real outcomes and cause them to vary significantly from those specified in any forward-looking statement. Unless required by the laws and regulations, the Issuer does not accept the responsibility to amend such forward-looking statements or to conform them to potential occurrences or developments.

### **11.4. THIRD PARTY INFORMATION**

Economic and industry data, market data and forecasts mentioned in the Base Prospectus were obtained from market research and industry publications. The data source is identified for every third-party information that has been used in this Base Prospectus.

Where the information found in this Base Prospectus has been expressly described as being derived from third party records, the Issuer agrees that the information has been correctly replicated. The Issuer is conscious and can verify that no data have been removed from documents released by the third party that would make the replicated information unreliable or misleading. Although the Issuer has no evidence to suggest that any of this information is incorrect in any material respect, the Issuer has not independently checked the competitive situation, the scale of the competition, the development of the market or any other information supplied by third parties. by industry or other publications.

## 11.5. FURTHER INFORMATION REGARDING THE BASE PROSPECTUS

No person shall be entitled to provide any information or make any representations other than those contained in the Base Prospectus, and such information or representations shall not be relied on, if provided or made, as allowed by or on behalf of the Issuer.

The delivery of the Base Prospectus shall not, under any circumstances, create any implication that:

- h. the information provided in the Base Prospectus is accurate at any point after the date, or after the date on which the Base Prospectus was most frequently revised or supplemented, or
- i. since the date of this Base Prospectus, or the date on which this Base Prospectus was most recently revised or updated, there has been no adverse shift in the affairs or financial condition of the Loan Originator and/or the Loan Broker, which is material in the sense of the Securities, or
- j. any other information given in relation with the issue of the Securities is accurate at any time after the date on which it is issued or, if different, the date specified in the document providing the same information, or as far as the Issuer has fulfilled its obligation to publish a supplement pursuant to Article 23 of the Prospectus Regulation.

The Securities are not appropriate for investors of all kinds. Neither this Base Prospectus nor any other information provided in connection with the Securities should be regarded as a suggestion by the to acquire any Securities.

## 11.6. MIFID II PRODUCT GOVERNANCE

According to the Distributor's product acceptance procedure, the target market evaluation relating to the Securities led to the conclusion that the Target Market for the Securities is retail clients, professional clients and eligible counterparties, each as defined in MiFID II; and all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate.

## 11.7. USE OF PROCEEDS AND INTERESTS OF PERSONS INVOLVED IN THE ISSUE AND OFFER

The Issuer is a *special purpose entity* incorporated and registered with the sole goal to facilitate the process of the issuance of the Securities. While the Issuer has established policies and procedures to mitigate any conflict of interest, it is not possible to fully avoid the possibility of such conflicts arising between the parties involved that could impact the interests of the Securityholder.

Save for fees, if any, payable to the Distributor, and so far as the Issuer is aware, no person involved in the issue of the Securities has a monetary interest material to the offer. The Distributor and its affiliates may in the future engage in investment brokerage transactions with and may perform other services for the Issuer and its affiliates in its ordinary course of business.

The possibility of conflicts of interest between the different roles of the Distributor and other parties in the transaction, cannot be excluded. Given the investment activities of the Distributor, conflicts may arise between the interests of the Distributor acting in these capacities (including the business relationship with the Issuer with respect to the Securities or possession of non-public information in relation with the Securities) and those of the Securityholder. Finally, the activities of the Distributor with the Securities, on its proprietary account or behalf of its customers, may also have an impact on the price of these instruments and their liquidity and, thus, may conflict with the interests of the Securityholder.

## 12. TAXATION

Tax laws of the Securityholder's country of residence and of the Issuer's country of residence may differ and thus have an impact on the income that the Securityholder receives from the Securities. It is advised for the Securityholder to assess the tax liabilities arising from the acquisition, ownership and sale of the Securities.

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

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

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

### 12.1. TAXATION OF THE SECURITYHOLDER (INDIVIDUALS)

#### 12.1.1. Resident Individuals

An individual will be considered as a resident of Latvia for taxation purposes, if:

- a. the individual's declared place of residence is in Latvia; or
- b. the individual stays in Latvia 183 days or more within any 12-month period, starting or ending in the taxation year; or
- c. the individual is a citizen of Latvia employed abroad by the government of Latvia.

In accordance with the Law on Personal Income Tax the income from capital, including interest, as well as income from capital gains is subject to a fixed personal income tax ("PIT") rate of 20%.

As a result, the Interest income from the Securities for resident individuals will be subject to 20 % PIT that will be withheld by the Issuer before the Interest payment is made by the Issuer to the Securityholder. For the avoidance of doubt, for the purposes of the application of the PIT, the payment of Interest is made each time when the Issuer pays the Interest to the Securityholder's investment account held with the Distributor irrespective of whether the Securityholder withdraws the respective amount or re-invests it further. The Issuer shall:

- a. inform the State Revenue Service about the amount of Interest paid and the PIT withheld (with respect to the Interest payments to the Securityholder) no later than the 15th date of the next calendar month following the Interest payment date;
- b. withhold and pay the PIT (with respect to the Interest payments to the Securityholder) to the State Revenue Service no later than the 23<sup>rd</sup> date of the next calendar month following the Interest payment date.

The capital gains from the sale of the Securities will be subject to 20% tax, but the tax would be payable by the individual him/herself.

#### 12.1.2. Non-resident individuals

An individual will be considered as a non-resident of Latvia for taxation purposes in all cases unless he/she is a tax resident of Latvia. The taxation of non-resident individuals shall be the same as resident individuals.

In addition, non-resident individuals, who are the residents of a country with whom Latvia has entered a DTT (which is in force at the moment of the payment of the Interest) shall be able to apply the reduced rate according to the DTT, if they have submitted their residence certificate to the Issuer, which is compliant with the regulatory

requirements of Latvia. The Issuer shall have the right to request the Securityholder's to submit an updated certificate of residence if it is required for the purpose of the application of the reduced PIT rate.

## **12.2. TAXATION OF THE SECURITYHOLDER (LEGAL ENTITY)**

### **12.2.1. Resident entities**

A legal entity will be considered as a resident of Latvia for tax purposes if it is or should have been established and registered in Latvia in accordance with the laws of Latvia. This also include permanent establishments of foreign entities in Latvia.

Interest payments on the Securities and proceeds from the disposal of the Securities received by Latvian resident companies will not be subject to withholding tax in Latvia. Under the Corporate Income Tax Law retained earnings are exempt from corporate income tax and only distributions are taxed. Corporate income tax rate on gross profit distribution is 20%. Corporate income tax on net amount of profit distribution is determined by dividing net amount with a coefficient of 0.8 and applying a 20% rate (i.e., effective tax rate on net distributed profit is 25%).

### **12.2.2. Non-resident entities**

An entity will be considered as a non-resident of Latvia for taxation purposes in all cases unless it is a tax resident of Latvia.

In accordance with the Corporate Income Tax Law the interest income and capital gains from the sale of the Securities for non-resident entities will not be taxable in Latvia.

## **12.3. TAXATION OF RESIDENTS OF LOW OR NO TAX JURISDICTIONS**

In general, payments (including interest payments) to non-residents located, registered or incorporated in a no-tax or low-tax country or territory as defined in the Regulations of the Cabinet of Ministers No.819 "Regulations on Low Tax or No Tax Countries and Territories" of 17 December 2020 are subject to withholding tax of 20% if the payer is a Latvian legal entity having obligation to withhold tax.



### 13. TERMS AND CONDITIONS OF THE SECURITIES

Under the Programme described in the Base Prospectus, the Issuer may periodically issue the Securities on the Terms and Conditions of the Securities set out herein (“**Terms and Conditions of the Securities**”), as completed by Final Terms. The relevant final terms of any Series of the Securities are set out in the Final Terms which complete these Terms and Conditions of the Securities. References to the “**relevant Final Terms**” are to the Final Terms (or the relevant provisions thereof).

#### 13.1. GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

##### 13.1.1. Parties:

<b>Issuer:</b>	SIA TWINO Investments Vietnam, incorporated and registered as a limited liability company (in Latvian – <i>sabiedrība ar ierobežotu atbildību</i> ) in the Commercial Register of Enterprises of Latvia on February 15, 2022 with the unified registration number: 40203380037. It is organised and operating pursuant to the laws of Latvia and has been established for an indefinite period of time. The LEI of the Issuer is 9845001E8B5BB4783E93. The registered address and office of the Issuer is at: 42 Dzirnavu Street, Riga, LV-1010, Latvia and its telephone number is: +371 67 799 997.
<b>Distributor:</b>	AS TWINO Investments, was incorporated and registered as a joint stock company ( <i>in Latvian – akciju sabiedrība</i> ) in the Commercial Register of Enterprises of Latvia on March 26, 2020 with the unified registration number: 44103143823. It is organised and operating pursuant to the laws of Latvia and has been established for an indefinite period of time. The registered address and office of the Issuer is at: 42 Dzirnavu Street, Riga, LV-1010, Latvia and its telephone number is: +371 67 799 997.  The Distributor is authorized as an investment firm by the FCMC on August 31, 2021 under the licence number: 06.06.08.720/536 to provide the following investment services and ancillary services.

##### 13.1.2. The Loan Receivables:

<b>Maturity term of the Loan:</b>	the term, which is set out to the Loan Originator for the repayment of the Loan in accordance with the Loan Agreement;
<b>Repayment Schedule:</b>	the repayment schedule for the repayment of the outstanding principal amount of the Loan (both principal, interest, default interest, penalties, and other fees, if applicable), which is an integral part of the Loan Agreement and sets out the amounts and dates of the payments. The moment the Lender has prepared a new version of the repayment schedule, the previous repayment schedule loses its validity. The principal shall be payable in a bullet payment at the maturity of the Loan. The Interest on the Loan shall be accrued and paid periodically according to the Repayment Schedule;
<b>Interest on the Loan:</b>	the remuneration that the Loan Originator shall pay to the Lender for the use of the Loan. The Interest on the Loan shall be calculated from the unpaid principal amount of the Loan, and the Loan Originator shall pay it in accordance with the Loan Agreement and the Repayment Schedule;
<b>Extension of the Loan:</b>	the Loan Originator has the right to extend the Loan for a maximum of 4 (four) times for a 3 (three)-month period (in total for 12 (twelve) months) unless a shorter period is defined in the Loan Agreement.

### 13.1.3. The Underlying Portfolio:

<b>Limitations of the usage of the Underlying Borrower's personal data</b>	the Underlying Borrower will not be informed of the specifics involving the transactions related to the issuing of and investing in Securities. The Securityholder shall not request from the Distributor or any other involved parties any additional information about the Underlying Borrower and his or her personal data. The Securityholder shall in no way contact or meet the Underlying Borrower in connection with the Underlying Agreement in the context of their investment in Securities;
<b>Maturity term of the Underlying Loan</b>	the term, which is set out to the Underlying Borrower for the repayment of the Underlying Loan in accordance with the Underlying Loan Agreement;
<b>Commission</b>	the remuneration that the Underlying Borrower pays to the Loan Broker for the usage of the Loan. The commission shall be calculated from the unpaid principal amount of the Underlying Loan, and the Underlying Borrower shall pay it in accordance with the terms and conditions of the Underlying Loan Agreement;
<b>Activities with the Underlying Portfolio</b>	<p>the Loan Originator has the right to:</p> <ol style="list-style-type: none"><li>amend and/or to enter in supplemental agreements to the Underlying Loan Agreement without coordinating it with the Lender, the Issuer, the Securityholder or any other party, including, at discretion, extending maturity term of the Underlying Loan;</li><li>manage the Underlying Loans in all aspects and to take all actions required relating to the repayment of the Underlying Loan and fulfilment of the Underlying Agreement until it is repaid in full.</li></ol> <p>The Loan Originator shall act with the utmost care and in a way ensuring the representation and protection of the interests of the Lender, the Issuer and the Securityholder;</p>
<b>The Loan Originator's representations:</b>	<p>The Loan Originator:</p> <ol style="list-style-type: none"><li>has not alienated, pledged to third parties or otherwise encumbered the Underlying Portfolio;</li><li>is not responsible for the delay of the due date set out in the Underlying Agreement by the Underlying Borrower;</li><li>shall not be liable to the Lender nor to any other third party in the event the Underlying Borrower fails to complete the Underlying Agreement in full or any part thereof.</li></ol>

### 13.1.4. Website

<b>Availability of Securities:</b>	securities are available for purchase for interested parties only over the counter via the Website, where the potential investors wishing to invest in Securities or to get acquainted with the information about Securities, may register and create a user profile. Potential investors need to comply with the Distributor's terms and conditions to be able to invest in the Securities. Investment procedure for the Securities is described in a Client Agreement that shall be concluded by and between the Distributor and the potential investor;
<b>Securityholder's Profile:</b>	operational platform that is accessible through the Website and becomes available to the Securityholder after the registration on the Website. The Securityholder must use an authentication procedure defined and set by the Distributor to access the Securityholder's Profile via the Platform.

### 13.1.5. Securities

<b>Securities or Security:</b>	financial instruments – asset-backed securities, issued by the Issuer and backed by the Loan Receivables. A Security refers to an investment into the Loan Receivables;
--------------------------------	---

<b>Investment in Securities:</b>	a Securityholder can invest in one or several Securities by purchasing them at Issue Price. The payments to the Securityholder are distributed proportionally to their respective share of the Aggregate Nominal Amount of the Series;
<b>Series:</b>	the Securities will be issued periodically in several Series having different issue dates. Each Series shall have a unique ISIN number, its own Final Terms and be linked to a specific Loan Receivable;
<b>Activities with the Loan Receivables:</b>	subject to the Lender's written approval, the Loan Originator has the right to extend the repayment of the Loan for a maximum of four (4) times for a three (3)-months period each (in total for 12 (twelve) months) without a prior consent of the Issuer, the Distributor or any other party. The said extensions shall extend the Maturity of the Securities that are backed by the corresponding Loan Receivables accordingly;
<b>The Lender's representations:</b>	<p>the Lender:</p> <ol style="list-style-type: none"> <li>a. has not alienated, pledged to third parties or otherwise encumbered the Loan Receivables;</li> <li>b. is not responsible for the delay of the due date set out in the Loan Agreement by the Loan Originator;</li> <li>c. shall not be liable to the Issuer nor to any other third party in the event the Loan Originator fails to complete the Loan Agreement in full or any part thereof.</li> </ol>
<b>Redemption Rights:</b>	the Issuer is entitled to redeem the Securities from the Securityholder at any point in time at Early Redemption Amount. In such case the Distributor shall indicate this information in the Securityholder's Profile.

### 13.2. CONSENT OF THE SECURITYHOLDER

The Securityholder has notice of, and has accepted, the terms and conditions of the Base Prospectus, the Final Terms and the Assignment Agreement. It is hereby expressly provided that, and the Securityholder is deemed to have accepted that:

- a. the Issuer makes no representation or warranty in respect of, or shall at any time have no responsibility for liability or obligation in respect of the performance and observance by the Loan Originator of its obligations with respect to the Loan Receivables under the Assignment Agreement or the recoverability of any sum of principal or interest (or any additional amounts) due from the Loan Originator under the Assignment Agreement;
- b. the Issuer shall not at any time have any responsibility for, or obligation or liability in respect of the condition (financial or otherwise), creditworthiness, affairs, status, nature or prospects of the Loan Originator;
- c. the Issuer shall not at any time be liable for any representation or warranty or any act, default or omission of the Loan Originator with respect to the Loan Receivables under or in respect of the Assignment Agreement;
- d. the financial servicing and performance of the terms and conditions of the Securities depend solely upon performance by the Loan Originator of its obligations with respect to the Loan Receivables under the Loan Agreement and the Assignment Agreement respectively and its covenant to make payments with respect to the Loan Receivables under the Loan Agreement and the Assignment Agreement respectively and its credit and financial standing. The Loan Originator has represented and warranted to the Issuer that the Loan Receivables constitute a legal, valid and binding obligation of the Loan Originator;
- e. the Issuer shall be entitled to rely on documents signed by the authorized persons of the Loan Originator (and, where applicable, certification by third parties) as a means of monitoring whether the Loan Originator is complying with its obligations with respect to the Loan Receivables under the Assignment Agreement and shall not otherwise be responsible for investigating any aspect of the Loan Originator's performance in relation thereto;

- f. the Issuer shall not be required to risk its own funds or otherwise incur any financial liability in the performance of its obligations or duties or the exercise of any right, authority or discretion pursuant to terms and conditions set out in the Base Prospectus until it has received from the Loan Originator the funds or adequate insurance against, and/or security and/or prefunding that are necessary to cover the costs in connection with such performance or exercise, or has been (in its sole discretion) sufficiently assured that it will receive such funds;
- g. the Issuer will not be liable for any shortfall in respect of amounts payable by or resulting from any withholding or deduction or for any payment on account of tax or duties required to be made by the Issuer on or in relation to any sum received by it with respect to the Loan Receivables under the Assignment Agreement which may affect payments made by the Loan Originator with respect to the Loan Receivables under the Assignment Agreement, save to the extent that it has received additional amounts with respect to the Loan Receivables under the Assignment Agreement in respect of such withholding or deduction or payment. The Issuer shall, furthermore, not be obliged to take any actions or measures as regards such deduction or withholding or payment, other than those set out in the Assignment Agreement.

The obligations of the Issuer in respect of the Securities rank *pari passu* without any preference among themselves, as well as with respect to all general, direct, unconditional, unsubordinated and unsecured obligations of the Issuer and without any preference among themselves and at least *pari passu* with any present or future obligation.

No proprietary or other direct interest in the Issuer's right under or in respect of the Assignment Agreement and the corresponding Loan Receivables exists for the benefit of the Securityholder. No Securityholder will have any entitlement to enforce the Assignment Agreement or direct recourse to the Loan Originator except through action by the Distributor pursuant to the relevant authority granted to the Distributor in the Client Agreement. The Issuer shall not be required to take any step, action or proceedings to enforce payment with respect to the Loan Receivables under the Assignment Agreement unless it has been indemnified and/or secured and/or prefunded by the Securityholder to its satisfaction.

The obligations of the Issuer under the Securities shall be solely to make payments of amounts in aggregate equivalent to each sum received by or for the account of the Issuer<sup>1</sup> from the Loan Originator in respect of principal, interest or any other amounts relating to the Loan Receivables. Accordingly, all payments to be made by the Issuer under the Securities will be made only from and to the extent of such sums received or recovered by or on behalf of the Issuer. The Securityholder shall look solely to such sums for payments to be made by the Issuer under the Securities as the obligation of the Issuer to make payments in respect of the Securities will be limited to such sums. The Securityholder will have no further recourse to the Issuer or any of the Issuer's other assets (including the Issuer's rights with respect to any Loan Receivables relating to any other Series of Securities) in respect thereof. In the event that the amount due and payable by the Issuer under the Securities exceeds the sums received or recovered, the right of any person to claim payment of any amount exceeding such sums shall be extinguished, and the Securityholder may take no further action to recover such amounts.

The Securityholder must therefore rely solely and exclusively upon the covenant to pay under the Assignment Agreement and the credit and financial standing of the Loan Originator, and no other assets of the Issuer will be available to the Securityholder.

### 13.3. PURPOSE OF THE ISSUE OF THE SECURITIES

The sole purpose of the issue of the Securities is to fund the acquisition of the Loan Receivables. The Securities constitute the obligation of the Issuer to apply the proceeds from the issue of the Securities solely for financing the acquisition and to account to the Securityholder for an amount equivalent to sums of principal, interest and additional amounts (if any) actually received by or for the account of the Issuer in accordance with the Assignment Agreement.

---

<sup>1</sup> After the deduction or withholding of such taxes or duties as may be required to be made by the Issuer by law in respect of such sum or in respect of the Securities.

## **13.4. THE LOAN RECEIVABLES**

The Securities shall be secured by the Loan Receivables payable by the Loan Originator. Prior to the issuance of each Series of Securities the Issuer shall purchase the Loan Receivables, which represent the claim rights towards the Loan Originator for the repayment of the Loan in such amount that fully corresponds to the amount of the Securities that are to be issued within the particular Series of Securities.

The Loan Receivables shall serve as the assets that are backing the Securities. The Loan Originator shall never borrow more than 95% of the outstanding amount of the value of the Underlying Portfolio. As a result, at least 5% of the Underlying Portfolio shall be financed using its own funds. This is done to ensure that the Loan Originator's interests are aligned with the interests of the Securityholder.

The Loan Receivables are governed by the laws of Latvia and any disputes arising in relation to Loan Receivables shall be settled exclusively by the courts of Latvia in accordance with laws of Latvia.

### **13.4.1. Securities backed by Loan Receivables**

All Securities that are linked to a certain Loan Receivable are equal and have the same ISIN, cash flow, Nominal Value, Maturity Date as well as other characteristics and are replaceable between each other. If two or more Securityholders have purchased Securities that are linked to the same Loan Receivables, all of them shall receive the same cash flows proportional to their share (proportion) of the number of the Securities purchased, because each Security represents a relatively small portion of the Loan Receivables. As a result, the Securities are linked to individual Loan Receivables.

### **13.4.2. Link between the Security and the corresponding Loan Receivables**

Certain characteristics and behaviour of the Securities like start date and end date, as well as cash flows shall be linked to the Loan Receivables. If the Loan Receivables are repaid in full or in part, the same is done by the Issuer with respect to the Securities that are linked to the corresponding Loan Receivables. The same applies to a delay of the repayment of the Securities. If the repayments of the Loan Receivables are delayed or extended, then a corresponding delay or extension of the repayment of the Securities takes place.

## **13.5. TYPE, CLASS, FORM, DENOMINATION, REGISTER, TITLE AND TRANSFERS**

### **13.5.1. Type and class**

The Securities are asset-backed debt securities and are not divided into classes.

### **13.5.2. Form**

The Securities will be unlisted and traded over the counter by AS TWINO Investments (as the Distributor) on the Website and issued in registered and book-entry form. The register of transactions is kept by the Distributor.

### **13.5.3. Denomination**

The aggregate amount of the Securities issued within the scope of this Base Prospectus shall not exceed EUR 10 000 000 at any given time. The Securities shall be issued and sold to the Securityholder at the Issue Price that is equal to the Nominal Value, which is EUR 1.00, unless stated otherwise in the Final Terms. A single Security cannot be split among several Securityholders and can be owned by a single Securityholder only and, thus, the minimum amount to invest is EUR 1.00. There are no limitations on the amount and numbers of the Securities that a single Securityholder can have.

### **13.5.4. Register**

The Distributor shall record in the names and addresses of the holders of the Securities, particulars of the Securities and all transfers and redemptions thereof in its records. In these Conditions, the "holder" of a Security means the person in whose name such Security is for the time being registered in the relevant Register (or, in the case of a joint holding, the first named thereof) and "Securityholder" shall be construed accordingly.

### 13.5.5. Title

The Securityholder shall (except as otherwise required by law) be treated as the absolute owner of such Security for all purposes. A transfer of the Securities shall be executed without charge by or on behalf of the Issuer, but upon payment by the relevant Securityholder of any tax or other governmental charges which may be imposed in relation to it.

### 13.5.6. Transfers

The Securities may be transferred among different Securityholders on the Platform after their Issue Date. Such sale of Securities shall be executed based on a *bulletin board* principle, where selling interests of the Securityholder are published. The orders of the Securityholder are not matched by the Distributor.

## 13.6. INTEREST RATE

The Interest rate of the Security shall be fixed and independent from the interest rates of the Loan Receivables and shall be defined within the relevant Final Terms. Each Security bears an Annual Interest Rate (as defined in the Final Terms) on its outstanding principal amount, which may differ from, but not be higher than the annual interest rate of the relevant Loan Receivables. The Interest on the Securities is paid by the Issuer to the Securityholder in the following events (the "Interest Payment Date"):

- a. according to Schedule (scheduled amounts);
- b. in case of early repayment (proportionate to the repaid amount);
- c. in case of Underlying Loan is closed (full repayment).

The payment dates of interest to the Securityholder are structured in a way to mirror the scheduled interest of the Loan Receivables to which the particular Security is linked to. Early partial and early full repayment of the principal of the Loan Receivables can trigger a corresponding repayment of the Interest on the Securities.

### 13.6.1. Interest payment dates

With respect to business days no adjustments are made. Cash flows that fall on holidays are assumed to be distributed on the actual date.

Up-to date individual payment schedules of the Loan Receivables are available on the Securityholder's profiles on the Website.

### 13.6.2. Accrual of Interest and calculations

Interest shall accrue on the unpaid principal amount of the Security up to, and including, the due date for redemption in the manner provided in the Final Terms of the particular Security.

## 13.7. MATURITY AND REDEMPTION

### 13.7.1. Maturity

The maturity dates (as defined in the Final Terms) of the Securities are structured in a way to match the maturity of the Loan Receivables to which the Security is linked to ensure that the Securities mirror the behaviour of the Loan Receivables.

The maturity of the Loan Receivables can change over time, if the Loan Originator uses the option to extend the Loan. As a result, the term of the Securities might change over time.

### 13.7.2. Scheduled Redemption

The repayment of the Securities shall be made subject to the repayment of the relevant Loan Receivables to which the Securities are linked to. Whenever the Issuer receives a scheduled repayment of the principal of any of the Loan Receivables, the amount shall be distributed equally among all the Securities backed by the corresponding Loan Receivables.

### 13.7.3. Early Mandatory Redemption

The Security part related to the Loan shall be repaid in full or in part (as might be the case), if (i) the Loan Receivables cease to exist, (ii) an early full or partial repayment is made by the Loan Originator.

### 13.7.4. Early Voluntary Redemption

The Issuer may redeem all or some of the outstanding Securities in full or in part before the Maturity Date at the Early Redemption Amount. The Issuer must not give a notice to the Securityholder.

### 13.7.5. Redemption at the option of the Securityholder

Redemption at the option of the Securityholder is not applicable.

## 13.8. PAYMENTS AND CASH FLOWS

The uninvested amounts of the investors shall be held in a separate bank account of the Distributor. Upon the sale of the Security, the relevant amount of the funds of the investor shall be transferred to the Issuer or to the person indicated by the Issuer, in particular to the Lender as the Issuer is obliged to transfer the funds to the Lender as per the Assignment Agreement. The Lender then shall use the funds to distribute the Loan to the Loan Originator.

Payments in respect of the repayment of the Securities shall be made only in such amounts that are equivalent to the sums actually paid by the Loan Originator by way of principal or additional amounts to the Loan Receivables, and will be made pro-rata among all the Securityholders, on the date of, and in the currency of, and subject to the conditions attaching to, the corresponding repayment by the Loan Originator in accordance with the Loan Agreement and the Assignment Agreement. If the Loan Originator fails to make the payment, the Issuer shall not be obliged to make a corresponding repayment of the Securities until it has received the funds from the Loan Originator.

The Issuer shall not be liable to make any payment in respect of the Securities other than as expressly provided herein. The Issuer shall not be under any obligation to exercise in favour of the Securityholder any rights of set-off or of banker's lien or to combine accounts or counterclaim that may arise out of other transactions between the Issuer, the Loan Originator and the Underlying Borrower or any affiliate.

the Distributor shall also act as an intermediary by and between the Issuer, the Lender and the Loan Originator in accordance with to the instructions given under the Transaction Documents. The Distributor is authorized by the Issuer to make payments on its behalf to the Issuer by making:

- a. corresponding outgoing payments, immediately, but no later than within three (3) business days after the day of receiving the incoming funds from the Securityholders (unless agreed otherwise by the parties), to the Lender; and
- b. corresponding outgoing payments, immediately, but no later than within three (3) business days after the day of receiving the incoming funds from the Issuer (unless agreed otherwise by the parties), to the Securityholders.

When managing the cash flow and executing the transfers between the involved parties, the Distributor shall observe the following:

- a. funds from the investors shall be collected prior the purchase of the Securities;
- b. the Issue Price shall be transferred by the Distributor to the Issuer only after the Securities are issued to the Securityholders;
- c. the Assignment Price shall be transferred by the Distributor to the Lender only after the Issue Price is received by the Issuer;
- d. the Securities shall be repaid by the Distributor to the Securityholders only after the Loan Receivables are received by the Issuer.

### 13.8.1. Currency

Securities shall be issued and all payments on the Securities shall be made by the Issuer in EUR.

### 13.8.2. Payments

All payments on the Securities shall be made by the Issuer to the Securityholder by way of a bank transfer from the Issuer to the Distributor, who maintains separate client account for each Securityholder and the Register and holds the funds on behalf of the Securityholder. No direct payments between the Issuer and the Securityholder's shall take place.

### 13.8.3. Issuer's Obligations arising from the Securities

In each case where amounts of principal, interest and additional amounts (if any) are stated to be payable in respect of a Series of Securities, the Issuer has an obligation to make any such payment to the Securityholder only if and in such amount as the corresponding payment has been received and retained (net of tax and all other deductions whatsoever) by the Issuer from the Loan Receivables. The Issuer will have no other financial obligation under the Securities.

Except as set forth herein, payments in respect of the Securities will be made without any deduction or withholding for, or on account of, the taxes of any relevant jurisdiction, except as required by the laws of Latvia (*see Section 12 "TAXATION" herein*).

## 13.9. SUBSCRIPTION AND SALE

### 13.9.1. Subscription

The Distributor maintains the Platform for:

- a. the Issuer to offer and sell the Securities to the Securityholder in accordance with the Distribution Agreement; and
- b. the Securityholders to purchase, hold and sell the Securities on the Platform to other Securityholders in accordance with the Client Agreement.

The investors can subscribe to a specific Series until it is fully subscribed (i.e., the subscriptions have reached the Aggregate Nominal Value) by reserving the desired amount of the Securities on the Platform. At this point the investor's funds shall be reserved (in full amount with respect to the reserved amount) by the Distributor until the Securities are issued and the funds released to the Issuer. Any transfer of funds between the parties shall take place by way of a bank transfer.

The subscription period for each Series is set for the same calendar date when it becomes available for subscription. However, if the Series are not fully subscribed during this calendar day, then only the subscribed part is issued to the investors at 00:00:01 GMT+2 (during standard time) of the next calendar day. The remaining amount of the Aggregate Nominal Value remains available at the next calendar day and this cycle continues until the specific Series are fully subscribed. The results of the offer (including the amount of the Securities allotted) shall be made available to the investors in their accounts on the Platform after the end of the subscription period. No dealing may begin before notification is made.

Once an investor has subscribed to a specific amount of the Securities, the available cash balance of the investor is automatically reduced, and there is no possibility for the investor to decrease the subscription amount.

The Distributor or the Issuer can at any time reduce or cancel the subscription to the Series without coordinating it with the investors of the Distributor or the Securityholders. In this case the investors of the Distributor or the Securityholder are refunded in the full amount paid for the Securities.

Subject to the terms and conditions contained in the Distribution Agreement between the Issuer and the Distributor, the Securities will be periodically offered by the Issuer to the investors on the Platform. Any agreement for the sale of Securities will, inter alia, make provision for:

- a. the form and terms and conditions of the relevant Securities;
- b. whether the placement of the Securities is available only over-the-counter on the Website;
- c. the price at which such Securities will be offered by the Distributor;
- d. the commissions or other agreed deductibles (if any) which are payable or allowable by the Issuer in respect of such subscription and;



- e. the form of any indemnity to the Distributor against certain liabilities in connection with the offer and sale of the relevant Securities.

The Securities may be resold at prevailing market prices, or at prices related thereto, at the time of such resale on the Platform. The Issuer and the Loan Originator have agreed to indemnify the Distributor against certain losses, as set out in the Distribution Agreement. The Distribution Agreement entitles the Distributor to terminate any agreement that they make to subscribe for the Securities in certain circumstances prior to payment for such Securities being made to the Issuer. There are no pre-emption rights linked to the Series and the Securities.

#### **13.9.2. Role and Liability of the Distributor**

The Client Agreement contains provisions for the indemnification of the Distributor and for its relief from responsibility in certain circumstances, including provisions relieving it from taking proceedings to enforce payment unless indemnified and/or secured and/or prefunded to its satisfaction, and to be paid its costs and expenses in priority to the claims of the Securityholder. In addition, the Distributor is entitled to enter into business transactions with the Issuer, the Loan Originator and any entity relating to the Issuer, the Loan Originator without accounting for any profit and obtaining any consent from the Securityholder.

The Distributor shall have regard to the general interests of the Securityholder as a class but shall not have regard to any interests arising from circumstances particular to individual Securityholder. Further, the Distributor shall not have regard to the consequences of any such exercise for individual Securityholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof. The Distributor shall not be entitled to require, nor shall any Securityholder be entitled to claim, from the Issuer, the Distributor or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Securityholders except to the extent already provided for in this Base Prospectus.

#### **13.9.3. Fees**

The Distributor shall receive a fee for its services from the Loan Originator as well as is entitled to any other remuneration for its work and services provided to other parties. The fee paid by the Loan Originator to the Distributor for its services with respect to the issue of the Securities shall be expressed as a fixed percentage rate from the total outstanding amount of the Securities issued by the Issuer.

#### **13.9.4. Prescription**

Claims against the Issuer for payment in respect of the Securities shall be prescribed and become void unless made within ten (10) years (in the case of payments relating to principal) or five (5) years (in the case of payments relating to interest) as from the date on which payment in respect thereof first becomes due.

### **13.10. ISSUER'S COVENANTS**

So long as any of the Securities remain outstanding, the Issuer will not, without the prior written consent of the Distributor, agree to any amendments to or any modification of, or waiver of the terms of the Assignment Agreement. Any such amendment, modification or waiver made with the consent of the Distributor shall be binding on the Securityholder and any such amendment or modification shall be notified by the Issuer to the Securityholder.

Save as provided above, so long as any Security remains outstanding, the Issuer shall not, *inter alia*:

- a. incur any other indebtedness for borrowed money (other than issuing further Securities and/or creating or incurring further obligations relating to such Securities and issues of Securities on a limited recourse basis for the sole purpose of acquiring the Loan Receivables);
- b. engage in any business (other than entering into the Programme and issuing Securities thereunder or on a standalone basis from time to time for the sole purpose of acquiring the Loan Receivables in accordance with the Assignment Agreement and its appendixes, entering into related agreements and transactions (including derivatives on a limited recourse basis) and performing any act incidental or necessary in connection with any of the foregoing);
- c. declare any dividends;

- d. have any subsidiaries;
- e. purchase, own, lease or otherwise acquire any real property (including office premises or like facilities);
- f. consolidate or merge with any other person;
- g. convey or transfer its properties or assets substantially as an entity to any person (otherwise than as contemplated in these Conditions);
- h. issue any shares (other than those existing at the date of the Base Prospectus);
- i. give any guarantee or assume any other liability; or
- j. subject to the laws of Latvia, petition for any winding-up or bankruptcy.

#### **13.11. FURTHER ISSUES**

The Issuer reserves the right from time to time without the consent of the Securityholder to create and issue further Series (or batches of existing Series) of Securities within the scope of this Base Prospectus, as well as other prospectuses confirmed by the FCMC in the future. Further Series of Securities (or batches of existing Series) within the scope of this Base Prospectus will:

- a. be equivalent and replaceable with respect to the Securities of that existing Series;
- b. have the same terms and conditions as the Securities of that Series except for the Aggregate Nominal Amount, the Issue Date, the Issue Price, the Interest Accrual Periods, the first Interest Payment Date and the first Redemption Date; and
- c. be consolidated and form a single Series with that existing Series of Securities, and references in the terms and conditions to the Securities shall be construed accordingly.

The right of the Issuer to issue Securities up to the maximum amount of EUR 10 000 000 within the Programme described in the Base Prospectus has been stated in the resolution of the Meeting of the members of the Issuer, dated the 2<sup>nd</sup> of November 2022.

The right of the Issuer from time to time without the consent of the Securityholder to create and issue further Series, includes also the Issuer's right to issue other instruments according to the prospectuses and transaction documents for other loan originators.

#### **13.12. NOTICES**

Any notice or other communication to be made under or in connection with the Securities to the Securityholder shall be published on the Website and/or otherwise in accordance with the provisions of the laws of Latvia. 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).

#### **13.13. MEETINGS OF THE SECURITYHOLDERS**

The issuance of Securities described in this Base Prospectus does not provide for the right of the Securityholders to establish a representative body nor does it authorize an organization or a person to represent all or part of the interests of the Securityholders, however, such rights, if executed, are subject to the respective legal framework set forth in the laws of Latvia.

#### **13.14. TAXATION**

All payments in respect of the Securities by the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, unless the withholding or deduction of the taxes is required by the laws of Latvia. In such case the Issuer shall withhold the tax from the payment to the Securityholder and pay the amount net of tax.

## 13.15. GOVERNING LAW AND DISPUTE SETTLEMENT

### 13.15.1. Governing law

The Securities are created and issued in accordance with the laws of Latvia.

### 13.15.2. Dispute settlement

Any disputes relating to or arising in relation to the Securities shall be settled solely by the courts of Latvia of competent jurisdiction in accordance with the laws of Latvia.

## 13.16. RIGHTS ATTACHED TO THE SECURITIES

The Securities will bear interest from (and including) the day the Securityholder buys the specific Security at a rate specified in the Final Terms. The interest is payable on a monthly basis. The Securityholder has the right to sell the security to other Securityholders on the Platform.

## 13.17. DEFINITIONS

*The following definitions apply throughout the Terms and Conditions the Securities and the Base Prospectus (capitalised terms that are not defined in this section will have the meaning given to them in other parts of the Terms and Conditions of the Securities, the Final Terms or elsewhere in the Base Prospectus):*

<b>Aggregate Nominal Value</b>	the sum of the Nominal Values of the Securities issued within a Series;
<b>Assignment Agreement</b>	an assignment agreement concluded by and between the Issuer (as the assignee) and the Lender (as the assignor) with respect to the Loan Receivables arising out of the Loan Agreement. The Assignment Agreement is part of the overall Transaction Documents;
<b>Assignment Fee</b>	the payment (i.e., an assignment price) that the Issuer shall pay to the Lender for the Loan Receivables made by the Issuer to the Lender in accordance with to the Assignment Agreement;
<b>Base Prospectus</b>	this document;
<b>Borrowing Consulting Agreement</b>	a borrowing consulting agreement that is concluded by and between the Underlying Borrower and the Loan Broker, which sets forth the terms and conditions of the existing legal relationship between the Loan Broker and the Underlying Borrower;
<b>Client Agreement</b>	an agreement concluded by and between the Distributor and the Securityholders with respect to the purchase of the Securities;
<b>Delegated Regulation</b>	Regulation (EU) 2019/980 of 14 March 2019 supplementing the Prospectus Regulation as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004;
<b>Distribution Agreement</b>	a distribution agreement concluded by and between the Issuer and the Distributor with respect to the distribution of the Securities;
<b>Distributor</b>	the legal entity specified as “Distributor” in Section 13.1.1 of the Terms and Conditions of the Securities;
<b>Early Redemption Amount</b>	the amount that is paid to the Securityholders by the Issuer to the Securityholder in case if the Issuer redeems the Securities prior to the Maturity Date and that is equal to the sum of the outstanding principal and accrued interest of the Securities at the date of the early redemption;
<b>EEA</b>	the European Economic Area;

<b>EUR</b>	the official currency of the European Union;
<b>FCMC</b>	the Financial and Capital Market Commission ( <i>in Latvian - Finanšu un kapitāla tirgus komisija</i> );
<b>Final Terms</b>	any duly completed final terms in the form set out in Section <i>FORM OF THE FINAL TERMS</i> of the Base Prospectus and containing the necessary information concerning the Issuer and the Securities offered to the public;
<b>Financial Instruments Market Law</b>	Financial Instruments Market Law of Latvia, adopted on 20 November 2003;
<b>Guarantee Agreement</b>	a guarantee agreement concluded by and between the Loan Broker (as the guarantor) and the Lender (as the obligee) to secure the obligations of the Loan Originator with respect of the Loan Receivables arising out of the Loan Agreement;
<b>Interest</b>	the interest on the Securities that is paid by the Issuer to the Securityholders and that is defined in the Final Terms. The payment dates of interest to the Securityholders are structured in a way to mirror the repayment of interest of the Loan Receivables to which the particular Securities are linked to;
<b>ISIN</b>	International Securities Identification Number;
<b>Issue Date</b>	the issue date of the Securities being the date on which the Securities are first made available for subscription as specified in the relevant Final Terms;
<b>Issue Price</b>	the price at which the Securities are issued by the Issuer, as defined in the Final Terms;
<b>Issuer</b>	the legal entity specified as “Issuer” in Section 13.1.1 of the Terms and Conditions of the Securities;
<b>IT</b>	information technology;
<b>Latvia</b>	the Republic of Latvia;
<b>LEI</b>	legal entity identifier;
<b>Lender</b>	SIA TWINO Investments Finance, incorporated and registered as a limited liability company (in Latvian – <i>sabiedrība ar ierobežotu atbildību</i> ) in the Commercial Register of Enterprises of Latvia on February 15, 2022 with the unified registration number: 40203380408. It is organised and operating pursuant to the laws of Latvia and has been established for an indefinite period of time. The registered address and office of the Lender is at: 42 Dzirnavu Street, Riga, LV-1010, Latvia and its telephone number is: +371 67 799 997;
<b>Loan</b>	the principal amount of the business loan granted and disbursed by the Lender to the Loan Originator in accordance with the Loan Agreement, where the overall Loan may be issued in several individual Loans and with different maturities all as defined in the Loan Agreement;
<b>Loan Agreement</b>	a business loan agreement concluded by and between the Lender (as the lender) and the Loan Originator (as the borrower) with respect to the Loan;
<b>Loan Broker:</b>	VIACONTO Company Limited (“ <i>Loan Broker</i> ”), was incorporated and registered as a limited liability company with the registration number: 0315687749. It is organised and operating pursuant to the laws of Vietnam and has been established for an indefinite period of time. The

	registered address and office of the Loan Broker is at: Floor 1, Petroland Building, No 12 Tan Trao Street, Tan Phu Ward, District 7, Ho Chi Minh City, Vietnam. The Loan Broker is a 100% foreign owned company, operating under an Investment Certificate number 8778783357;
<b>Loan Originator:</b>	Hoang Kim Nhat Company Limited (" <b>Loan Originator</b> "), was incorporated and registered as a limited liability company with the registration number: 0315733498 on June 18, 2019 by the Department of Planning and Investment of Ho Chi Minh City. It is organised and operating pursuant to the laws of Vietnam and has been established for an indefinite period of time. The registered address and office of the Loan Originator is at: 549/66 Xo Viet Nghe Tinh St, Ward 26, Binh Thanh District, HCMC, Vietnam;
<b>Loan Receivables</b>	the claim rights towards the Loan Originator with respect to the Loan granted by Lender in accordance with the Loan Agreement;
<b>Management Board</b>	a management board of the capital company, pursuant to Article 145 of Commercial Law ( <i>in Latvian – Komerclikums</i> ) of Latvia;
<b>Maturity Date</b>	the maturity date of the Securities that is defined in the Final Terms;
<b>Member States</b>	the Member States of the European Union;
<b>MIFID II</b>	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU;
<b>Nasdaq CSD SE</b>	SE "Nasdaq CSD", incorporated and registered in the Commercial Register of Enterprises of Latvia on January 9, 1995 with the unified registration number: 400003242879. It is organised and operating pursuant to the laws of Latvia and has been established for an indefinite period of time. The registered address and office of the Nasdaq Riga is at: 1 Valnu Street, Riga, LV-1050, Latvia;
<b>Nominal Value</b>	the nominal value of the Securities, which shall be in the amount of EUR 1.00, unless stated otherwise in the Final Terms;
<b>Prospectus Regulation</b>	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public of admitted to trading on a regulated market, and repealing Directive 2003/71/EC;
<b>Register</b>	an electronic register maintained by the Distributor, where information about the following is recorded: <ul style="list-style-type: none"> <li>a. the names and addresses of the holders of the Securities;</li> <li>b. the particulars of the Securities and (c) ;</li> <li>c. all transfers and redemptions thereof the Securities.</li> </ul>
<b>Securities</b>	asset-backed securities issued or to be issued under the Programme;
<b>Securities Act</b>	the United States Securities Act of 1933, as amended;
<b>Securityholder</b>	investors that have purchased and, thus, hold the Securities and are recorded in the Register. The "holder" of a Security means the person in whose name such Security is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof). A holder of the Security for the time being.
<b>Series</b>	series of the Securities, which shall be issued periodically in several series by the Issuer. Each Series shall have a unique ISIN number, its own Final Terms and shall be linked to a specific Loan Receivable;

<b>Subordination Agreement</b>	a subordination agreement concluded by and between the Loan Originator (as the debtor) and the Loan Broker (as the guarantor) and the Lender (as the creditor) to depict and recognize the liabilities of the Loan Originator and the Loan Broker arising out of the Transaction Documents and the priority of those liabilities over any other liabilities of the Loan Originator and the Loan Broker;
<b>Target Market</b>	the target market of the Securities – eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (MiFID II);
<b>Transaction Documents</b>	documentation and agreements related to or connected with the issuance of the Securities including, but not limited to: <ul style="list-style-type: none"> <li>a. the Loan Agreement;</li> <li>b. the Assignment Agreement;</li> <li>c. the Distribution Agreement; and</li> <li>d. and other agreements.</li> </ul> The Transaction Documents may consist of a single or several separate agreements (legal documents) depending on the case;
<b>TWINO</b>	the Distributor;
<b>Underlying Borrowers</b>	consumers to whom the Loan Originator has granted the Underlying Loan according to the terms of the Underlying Borrower Loan Agreements;
<b>Underlying Borrower Loan Agreement</b>	a consumer loan agreement concluded between the Loan Originator (as a lender) and the Underlying Borrower (as a borrower) with respect to the Underlying Loan;
<b>Underlying Loans</b>	consumer loans granted by the Loan Originator to the Underlying Borrower according to the terms of the Underlying Borrower Loan Agreements;
<b>Underlying Portfolio</b>	the Underlying Loans that are pledged in favour of the Lender according to the Loan Agreement;
<b>United States or US</b>	the United States of America;
<b>VAT</b>	value added tax;
<b>Vietnam</b>	the Socialist Republic of Vietnam;
<b>VND</b>	the currency of Vietnam – Vietnamese Dong;
<b>Website</b>	the website branded as 'TWINO' and referring to the domain <a href="https://www.twino.eu">https://www.twino.eu</a> .

## 14. FORM OF THE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Series of Securities issued under the Base Prospectus. The completed Final Terms for each Series, described in the Base Prospectus as the “Final Terms” will be published on the website: [www.twino.eu](http://www.twino.eu).

### FINAL TERMS DATED [•]

#### SIA TWINO Investments Vietnam

*(a limited liability company incorporated and registered in the Republic of Latvia  
with the unified registration number: 40203318298, LEI: 9845001E8B5BB4783E93)*

Terms used in the Final Terms shall be deemed to be as defined in the Base Prospectus dated [•] for the purposes of the Prospectus Regulation, in respect of Securities issued by the Issuer. This document constitutes the Final Terms of the Securities described herein for the purposes of Article 8.4 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus (and any supplement thereto) in order to obtain all the relevant information.

Full information on the Issuer and the offer of Securities is only available on the basis of a combination of these Final Terms and the Base Prospectus (as so supplemented).

The Base Prospectus (and its supplements, if any) is available for viewing on the website ([www.twino.eu](http://www.twino.eu)). The summary of the individual issue of the Securities attached to the Final Terms as Appendix No 1.

### PART A – INFORMATION CONCERNING THE LOAN RECEIVABLES

**Obligor:** [•]

**Country:** [•]

**Loan amount:** [•]

**Loan term:** [•]

**Nominal Interest Rate:** [•]

**Collateral:** [•]

### PART B – CONTRACTUAL TERMS

Terms used in these **Final Terms** have been prepared for the purpose of Article 8(4) of Regulation (EU) 2017/1129. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of the Final Terms when read together with the Base Prospectus dated 02.11.2022, as approved by Financial and Capital Market Commission on [•], including any supplements thereto. The Base Prospectus has been or will be, as the case may be, published on the website of AS TWINO Investments ([www.twino.eu](http://www.twino.eu)). A summary of the individual issue of the Securities is annexed to these Final Terms.

Terms not otherwise defined herein shall have the meanings specified in the General Terms and Conditions of the Securities and in the Issue Specific Terms and Conditions of the Securities, in each case as set out in the Base Prospectus (together, the “Terms and Conditions”).

1. **Issue number:** [•]
2. **ISIN:** [•]
3. **Form:** registered and book-entry
4. **Specified Currency:** EUR
5. **Annual Interest Rate:** [•]
6. **Aggregate Nominal Value:** EUR [•]
7. **Nominal Value:** EUR 1.00

8. **Issue Price:** EUR 1.00 per Security
9. **Issue Date (DD/MM/YYYY):** [•]
10. **Interest Commencement Date:** Issue Date of the Security
11. **Maturity date (DD/MM/YYYY):** [•]
12. **Type of Securities:** Asset-backed Securities

#### PROVISIONS RELATING TO REDEMPTION

**Scheduled redemption:** The repayment of the Security shall be made subject to the repayment of the Loan Receivables. Whenever the Issuer receives a scheduled repayment of any Loan Receivables that are linked to specific Securities, an equivalent repayment of the latter takes place. The final repayment date of the Security may differ in case of an early repayment of Loan Receivables or a term extension. The table below presents the planned repayment schedule of the Loan Receivables:

No.	Payment Type	Date	Amount
1	[Principal / Interest / Other]	[DD/MM/YYYY]	[EUR ...]
2	[Principal / Interest / Other]	[DD/MM/YYYY]	[EUR ...]
3	[Principal / Interest / Other]	[DD/MM/YYYY]	[EUR ...]
[...]	[...]	[...]	[...]
[...]	[...]	[...]	[...]

#### PART C – OTHER INFORMATION

##### 1. Ratings

The Securities to be issued have not been rated.

##### 2. Operational information

###### a. Delivery of the Securities: Delivery against payment

There are no specific time limits set for the validity of the payment. The Securityholder shall pay the Nominal Value to receive the Security.

###### b. Banks, where the main accounts relating to issue of the Series are held:

**Legal name:** AS BluOr Bank

**Registration No.** 40003551060

**Legal address:** 6 Smilšu Street, Riga, LV-1050, Latvia

**SWIFT code:** CBBRLV22

**Legal identifier (LEI):** 54930080G2M7EJ097A27

**FATCA GIIN:** BX9NR1.99999.SL.428

AS BluOr Bank is regulated by the Financial and Capital Market Commission.

##### 3. Distribution

###### a. Total commission and concession:

No fees of commissions are applicable to the Securityholder.