

## **IuteCredit Finance S.à r.l.**

a private limited liability company (*société à responsabilité limitée*)  
governed by the laws of the Grand Duchy of Luxembourg,  
with registered office at 16, rue Eugène Ruppert, L-2453 Luxembourg  
Grand Duchy of Luxembourg

and registered with the Luxembourg Register of Commerce and Companies  
(*Registre de Commerce et des Sociétés de Luxembourg (RCS)*) under the registration  
number B234678  
(“**Issuer**”)

### **CONVENING NOTICE**

relating to the

**EUR 125,000,000.00 11 % Senior Secured Bonds 2021/2026**

International Securities Identification Number (ISIN): XS2378483494

Common Code: 237848349

(the “**Bonds**”)

with a term from 6 October 2021 until 6 October 2026 and divided into 1,250,000 bonds in the principal amount of EUR 100.00, each payable to the bearer and ranking *pari passu* with each other.

Notice of a meeting of bondholders is hereby given to the holders of the Bonds (respectively one “**Holder**” and together the “**Holders**”) to be held on 3 August 2023 at 3:00 PM CET at the premises of GSK Stockmann SA, as further set out below

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

#### **Preliminary notices**

Holders should note the following information:

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

**Up to 0.25% Amendment Fee shall be paid by the Issuer to the Holders subject to certain conditions, as set out under section 6.**

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

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

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

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## 1. EXPLANATION OF THE PROPOSED RESOLUTIONS

As part of the Group's strategic acquisition plans and to diversify its operations and the offer of products to customers, the Group expanded its core operations through the acquisition by Holdco of 95.92%% of the shares in B.C. "Energbank" S.A. ("**Energbank**"), a bank registered in Moldova, through several share purchases during 2022. Energbank is a commercial bank that has been operating in the financial markets of Moldova for 25 years. During the following years Energbank's operations will be gradually integrated into the core strategy of the Group.

The acquisition of Energbank presents an exciting opportunity for growth and innovation in the Moldovan financial market. However, it is important to note that as a result of the acquisition, approximately EUR 22 million of capital is currently illiquid in Energbank equity and distorts the EBITDA of the Group. This amount is not yet generating income as we are still in the process of integrating Energbank's operations to the Group's wider strategy. While this situation impacts the loan book and temporarily reduces the EBITDA, we firmly believe that this investment will yield substantial returns in the near future.

In this context, the amendment of the definition of "Incurrence Test" in the Terms and Conditions is a part of the plan to continue to diversify our debt maturities and support further growth. Therefore, we propose to lower the Interest Coverage Ratio to at least 1.65 as proposed under section 2.1. This adjustment will provide us with the necessary flexibility to manage our capital markets operations effectively. By reducing the Interest Coverage Ratio, we can optimize our capital structure, allowing for prudent leveraging of assets and capital allocation.

Further, due to the continuous and substantial growth and development of the Group and its business, the Issuer proposes the following technical amendments:

- extension of the Net Loan Portfolio threshold in the definition of "Permitted Debt" of the Terms and Conditions to 80 per cent of the Net Loan Portfolio of any Guarantor to provide more flexibility for the business model of the Group; and
- increase of the amount payable in the context of employee incentive schemes to EUR 1,500,000 per financial year in the definition of "Permitted Payments" of the Terms and Conditions to facilitate the feasibility of such programs.

If the proposed resolution items in section 2.1 are passed and become effective, the Issuer commits to the fee described in section 6. The Issuer kindly asks the Holders to support this extension and to vote in favour of the Uniform Resolution Proposal (as defined below) of the Issuer set out in the following section 2.

## 2. UNIFORM RESOLUTION PROPOSAL | AGENDA

The Holders will be requested to agree to the following resolution, consisting of the resolution items as further set out under section 2.1 as a uniform resolution proposal (the "**Uniform Resolution Proposal**").

In the event that the Uniform Resolution Proposal is validly approved and the Terms and Conditions are amended accordingly, the Issuer will make a cash payment to the Holders who voted in favour of the Uniform Resolution Proposal equal to 0.25% per cent. of the nominal amount of the Bonds held by the respective Holders who agreed to the Uniform Resolution Proposal pursuant to section 6 below.

## 2.1 Amendments of the Terms and Conditions

- (a) The Holders agree to partially amend item (a) of the definition of Incurrence Test in the Terms and Conditions as follows:

*“**Incurrence Test**” is met if:*

- (a) *the Interest Coverage Ratio for the Relevant Period ending on the last day of the period covered by the most recent Financial Report (immediately preceding the date on which such additional Financial Indebtedness is incurred, such Disqualified Stock or such preferred stock is issued or such distribution, payment or merger is made, as the case may be) would have been at least 1.65, determined on a pro forma basis (including a pro forma application of any net proceeds therefrom), as if the additional Financial Indebtedness had been incurred, the Disqualified Stock or the preferred stock had been issued or the distribution, payment or merger had been made, as the case may be, at the beginning of such Relevant Period; and, unless otherwise stated in these Terms and Conditions,”*

All other items of the definition of Permitted Debt of the Terms and Conditions shall remain unaffected.

- (b) The Holders further agree to partially amend items (l) and (m) of the definition of Permitted Debt in the Terms and Conditions as follows:

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

*[...]*

- (l) *incurred by a Guarantor as a loan and/or a buyback guarantee granted in the context of the sale, lease, license, assignment, transfer, disposal, encumbrance or pledge to marketplace lending platforms and/or peer-to-peer platforms of loans, receivables and claims owned by such Guarantor up to an aggregate principal amount of EUR 75,000,000.00, (i) provided that such sale, lease, license, assignment, transfer, disposal, encumbrance or pledge incurred under this paragraph (l) and under paragraph (m) below is together limited to 80 per cent. of the Net Loan Portfolio of any Guarantor and (ii) the interest payable for each loan disposed or encumbered to the relevant market lending platform and/or peer-to-peer platform shall not exceed a rate of 16 per cent. per year provided the loans are denominated in EUR, exclusive of any service fees and taxation, if applicable;*

- (m) *Financial Indebtedness incurred by a Guarantor in an aggregate principal amount (or accreted value, as applicable) which, when taken together with the principal amount of any other Financial Indebtedness incurred under this item (m) and under paragraph (l) above and outstanding will not exceed 80 per cent. of the Net Loan Portfolio of any Guarantor (all such Financial Indebtedness is together referred to as the “**Permitted Basket**”);”*

All other items of the definition of Permitted Debt of the Terms and Conditions shall remain unaffected.

- (c) The Holders further agree to partially amend item (b) of the definition of Permitted Payments in the Terms and Conditions as follows:

*““**Permitted Payments**” means:*

*[...]*

- (b) *so long as no Event of Default has occurred and is continuing (or would result therefrom), any declaration of payment by Holdco or a Restricted Subsidiary of distributions to an employee of a Group Company in the context of employee incentive schemes, in an amount not to exceed EUR 1,500,000 per financial year.”*

All other items of the definition of Permitted Payments of the Terms and Conditions shall remain unaffected.

## **2.2 Resolutions**

The resolution items in section 2.1 constitute a Uniform Resolution Proposal. These resolutions items will therefore only be voted uniformly within the framework of the Uniform Resolution Proposal.

## **2.3 Effectiveness of the resolutions**

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

## **2.4 Issuer’s consent**

The Issuer hereby grants its consent in advance, i.e. with publication of this Convening Notice and to the Uniform Resolution Proposal.

## **2.5 Effectiveness of the Amendments**

Following the effectiveness of the Uniform Resolution Proposal in accordance with section 2.3 above, the amendments of the Terms and Conditions will become effective once the amended Terms and Conditions have been filed with the common depository for Clearstream Banking S.A., Luxembourg, and Euroclear Bank S.A/N.V., Brussels and attached to the global bond representing the Bonds.

A notice to this effect will be accordingly published on the website of the Issuer (<https://iutecredit.com/investor>).

### **3. QUORUM AND MAJORITY REQUIREMENT**

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

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

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

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

### **4. LEGAL CONSEQUENCES UPON ADOPTION OF THE RESOLUTION**

The legal consequences differ depending on whether the Uniform Resolution Proposal will be passed or not.

If the Holders validly pass the Uniform Resolution Proposal, this has, in particular, the following legal consequences:

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

If the Uniform Resolution Proposal is not passed (e.g., because the quorum is not met or the required majority is not reached), the Terms and Conditions remain valid in their present form.

### **5. PROCEDURE OF THE MEETING**

#### **5.1 Place and time**

The Meeting will be held at the premises of the law firm GSK Stockmann SA, 44, Avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg on 3 August 2023 at 3:00 PM CET, or at the different place and time communicated by the Issuer on its website no later than two Business Days before the Meeting.

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

## 5.2 Voting Procedure

### (a) Appointment of the Proxyholder via the Clearing System

Holders can exercise their voting rights by appointing Mr. Rüdiger Sailer as a proxy (with power of substitution) (the “**Proxyholder**”) to participate in and vote at the Meeting on their behalf by indicating the type of vote in respect of the Uniform Resolution Proposal.

Once the instructions to vote by proxy at the Meeting have been given, the Holder's interest in the Bonds will be blocked until the conclusion of the Meeting, or any adjourned meeting convened thereafter in accordance with section 3 (*Quorum and Majority Requirement*) of this Convening Notice. This means that it may not be possible to sell such Bonds until the conclusion of the Meeting or any adjourned meeting convened thereafter in accordance with section 3 (*Quorum and Majority Requirement*) of this Convening Notice.

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

Each Holder must clearly state in its Consent Instruction:

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

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



The Issuer appointed Aalto Capital AG, with registered office in Bahnhofstraße 98, 82166 Gräfelfing, Germany, as tabulation agent (the “**Tabulation Agent**”). The Tabulation Agent will gather and list the Consent Instructions granted to the Proxyholder, as communicated by the Paying Agent, and assist the Chairman, the Secretary and the Proxyholder, in conducting the Meeting.

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

**The period to give instruction is scheduled from 14 July 2023 at 3:00 PM CET until 28 July 2023 at 3:00 PM CET (the “Submission Period”).**

(b) Presence at the Meeting

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

Aalto Capital AG  
For the attention of Mr. Steinbeisser  
“IuteCredit Finance - Bonds: Meeting”  
e-mail: manfred.steinbeisser@aaltocapital.com  
telephone: +49 175 266 89 01

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

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

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

(c) Direct appointment of the Proxyholder

Holders can further exercise their voting rights by appointing directly the Proxyholder, or a different proxyholder, to participate in and vote at the Meeting on their behalf by indicating the type of vote in respect of the Uniform Resolution Proposal.

Holders who wish to directly appoint the Proxyholder, or a different proxyholder, shall submit a signed proxy, together with **proof of the eligibility** to participate in the form of a **Special Confirmation** and a **Blocking Notice** from the depository bank (each as defined in section 5.3) during the Submission Period:

Aalto Capital AG  
For the attention of Mr. Steinbeisser  
“IuteCredit Finance - Bonds: Meeting”  
e-mail: manfred.steinbeisser@aaltocapital.com  
telephone: +49 175 266 89 01

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

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

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

### 5.3 Evidence for the Vote Submission

Holders must prove their eligibility to participate in the Meeting.

**In case of proxies submitted to the Clearing System** in accordance with section 5.2(a), each Holder must procure that such Bonds subject to a Consent Instruction have been blocked in the securities account to which they are credited in the relevant Clearing System with effect as from, and including, the day on which the Consent Instruction is delivered through the Clearing System, so that no transfers of such Bonds may be effected at any time after such date until the date that such Bonds are unblocked pursuant to the terms set out in this Convening Notice. Such Bonds should be blocked in accordance with the procedures of the relevant Clearing System and the deadlines required by the relevant Clearing System. The Tabulation Agent and the Proxyholder shall be entitled to treat the submission of a Consent Instruction as Special Confirmation and Blocking Notice, i.e., a confirmation that such Bonds have been so blocked. The Tabulation Agent and the Proxyholder may require the relevant Clearing System to confirm in writing that such Bonds have been blocked with effect as from the date of submission of the Consent Instruction. In the event that the relevant Clearing System fails to provide such confirmation, the Tabulation Agent and the Proxyholder shall be entitled, but not obliged, to reject the Consent Instruction and if rejected, the Vote Submission in respect thereof shall be treated as not having been made.

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

blocking notice issued by the depository bank in accordance with letter (b) below (“**Blocking Notice**”).

(a) Special Confirmation

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

(b) Blocking Notice

A Blocking Notice from the depository bank is a notice according to which the Bonds held by the Holder are blocked by the depository bank until the end of the Meeting or any adjourned meeting convened thereafter in accordance with section 3 (*Quorum and Majority Requirement*) of this Convening Notice.

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

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

(c) Alternative Proof

Instead of the Special Confirmation and the Blocking Notice, Holders may exceptionally also submit or transmit an alternative proof in text form, which – at the discretion of the Issuer – is suitable as proof that (i) the Holder is entitled to participate in the Meeting, and (ii) the Bond(s) of the Holder cannot be disposed of until the conclusion of the Meeting or any adjourned meeting convened thereafter in accordance with section 3 (*Quorum and Majority Requirement*) of this Convening Notice (the “**Alternative Proof**”).

**In case of direct appointment of the Proxyholder**, in accordance with section 5.2(c) above, such appointment is made through a written and signed proxy indicating the number of Bonds held by such Holder and the voting instructions. A proxy form including all the required information is available upon request. Proof of the holding shall be provided through both a Special Confirmation and a Blocking Notice or, as the case may be, an Alternative Proof. We kindly ask to use the form provided by the Issuer for the purposes of the Special Confirmation with Blocking Notice. The form for the Special Confirmation with Blocking Notice, which can be used by the depository bank, can be downloaded from the website of the Issuer (<https://iutecredit.com/investor>) from the point in time when the publication of this Convening Notice is published.

## 5.4 Costs

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

## 6. FEES TO THE HOLDERS

### 6.1 Amendment Fee

In the event that the Uniform Resolution Proposal is passed and the Terms and Conditions are amended accordingly, the Issuer will make a one-time cash payment to the Holders who approved the Uniform Resolution Proposal, and such payment shall be equal to 0.25% per cent. of the nominal amount of the Bonds held by the respective Holders who approved the Uniform Resolution Proposal (the “**Amendment Fee**”).

### 6.2 Payment of the Amendment Fee

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

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

Payment of the Amendment Fee shall be made within two weeks after the amendments of the Terms and Conditions become effective in accordance with section 2.5 above. No Amendment Fee will be paid if (i) the Meeting is terminated, withdrawn or otherwise not consummated, or (ii) the Uniform Resolution Proposal is not passed, or (iii) the Terms and Conditions are not otherwise amended.

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

### 7.1 Eligibility to participate

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

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

### 7.2 Voting right

Each Holder shall participate in votes in accordance with the principal amount or arithmetical share of the outstanding Bonds held by such Holder. Therefore, each Bond with a nominal value of EUR 100.00 entitles its Holder to one vote in the Meeting.

Furthermore, the voting rights attached to Bonds are suspended in case (and as long as) the Issuer or one of its affiliated companies are entitled to such Bonds or such Bonds are considered for the account of the Issuer or one of its affiliated companies.

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

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

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

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

### **7.4 Minutes of the Meeting**

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

## **8. INFORMATION ON THE OUTSTANDING BONDS**

The current volume of outstanding Bonds is EUR 125,000,000 and is divided into 1,250,000 Bonds, each having a nominal value of EUR 100.00.

The Issuer or its affiliated parties are currently holding 179,193 Bonds for an aggregate nominal value of EUR 17,919,300 in nominal value of Bonds.

## **9. DOCUMENTS**

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

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

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

- the Minutes; and

- subject to the approval of the Uniform Resolution Proposal, a consolidated copy of the Terms and Conditions reflecting the Uniform Resolution Proposal approved.

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

Aalto Capital AG  
For the attention of Mr. Steinbeisser  
“IuteCredit Finance - Bonds: Meeting”  
e-mail: manfred.steinbeisser@aaltocapital.com  
telephone: +49 175 266 89 01

## **10. MISCELLANEOUS**

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

### **Data Protection Notice:**

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

Luxembourg, 13 July 2023

IuteCredit Finance S.à r.l.