



BAYPORT MANAGEMENT LTD

**PROSPECTUS REGARDING LISTING OF
MAXIMUM SEK 800,000,000
SUBORDINATED BONDS
2014/2019**

ISIN: SE0006451712

19 June 2017

Important information

This prospectus (the “**Prospectus**”) has been prepared by Bayport Management Ltd (the “**Company**”), registration number 54787/C1 GBL, in relation to the application for listing on the Corporate Bond List at Nasdaq Stockholm AB (“**Nasdaq Stockholm**”) of bonds issued on 9 June 2017 under the Company’s maximum SEK 800,000,000 subordinated bonds 2014/2019 with ISIN SE0006451712 of which SEK 650,000,000 (the “**Initial Bonds**”) was issued on 17 November 2014 and SEK 150,000,000 (the “**Subsequent Bonds**” and together with the Initial Bonds the “**Bonds**”) was issued on 9 June 2017 in accordance with the terms and conditions for the Bonds (the “**Terms and Conditions**”) (the “**Bond Issue**”). References to the Company, Bayport or the Group refer in this Prospectus to Bayport Management Ltd and/or its subsidiaries, unless otherwise indicated by the context. References to “SEK” refer to Swedish Kronor and references to “USD” refer to United States dollars.

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

This Prospectus is not an offer for sale or a solicitation of an offer to purchase the Bonds in any jurisdiction. It has been prepared solely for the purpose of listing the Bonds on Nasdaq Stockholm. This Prospectus may not be distributed in any country where such distribution or disposal requires additional prospectus, registration or additional measures or is contrary to the rules and regulations in such country. Persons into whose possession this Prospectus comes or persons who acquire the Bonds are therefore required to inform themselves about, and to observe, such restrictions. The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), or any U.S. state securities laws and may be subject to U.S. tax law requirements. Subject to certain exemptions, the Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons (as defined in Rule 902 of Regulation S under the Securities Act). The Company has not undertaken to register the Bonds under the Securities Act or any U.S. state securities laws or to affect any exchange offer for the Bonds in the future. Furthermore, the Company has not registered the Bonds under any other country’s securities laws. It is the investor’s obligation to ensure that the offers and sales of Bonds comply with all applicable securities laws.

This Prospectus will be available at the Swedish Financial Supervisory Authority’s web page (www.fi.se) and the Company’s web page (www.bayportfinance.com), and paper copies may be obtained from the Company.

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

This Prospectus may contain forward-looking statements and assumptions regarding future market conditions, operations and results. Such forward-looking statements and information are based on the beliefs of the Company’s management or are assumptions based on information available to the Group. The words “considers”, “intends”, “deems”, “expects”, “anticipates”, “plans” and similar expressions indicate some of these forward-looking statements. Other such statements may be identified from the context. Any forward-looking statements in this Prospectus involve known and unknown risks, uncertainties and other factors which may cause the actual results, performances or achievements of the Group to be materially different from any future results, performances or achievements expressed or implied by such forward-looking statements. Further, such forward-looking statements are based on numerous assumptions regarding the Group’s present and future business strategies and the environment in which the Group will operate in the future. Although the Company believes that the forecasts or indications of future results, performances and achievements are based on reasonable assumptions and expectations, they involve uncertainties and are subject to certain risks, the occurrence of which could cause actual results to differ materially from those predicted in the forward-looking statements and from past results, performances or achievements. Further, actual events and financial outcomes may differ significantly from what is described in such statements as a result of the materialisation of risks and other factors affecting the Group’s operations. Such factors of a significant nature are mentioned in section 1 “*Risk factors*” below.

This Prospectus shall be read together with all documents that are incorporated by reference (see section 6 “*Overview of financial reporting and documents incorporated by reference*” below) and possible supplements to this Prospectus.

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

This Prospectus is governed by Swedish law. Disputes concerning, or related to, the contents of this Prospectus shall be subject to the exclusive jurisdiction of the courts of Sweden. The District Court of Stockholm (Sw. *Stockholms tingsrätt*) shall be the court of first instance.

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1 Risk factors

Investing in the Bonds involves inherent risks. The financial performance of the Group and the risks associated with the Group's business are important when making a decision on whether to invest in the Bonds. A number of risk factors and uncertainties may adversely affect the Group. If any of these risks or uncertainties actually occurs, the business, operating results and financial position of the Group could be materially and adversely affected, which ultimately could affect the Company's ability to make payments of interest and repayments of principal under the Terms and Conditions. In this section, a number of risk factors, both general risks pertaining to the Group's business operations and material risks relating to the Bonds as financial instruments, are illustrated. The risks presented in this section are not exhaustive as other risks not known to the Company or risks arising in the future may also come to adversely affect the Group, the price of the Bonds and the Company's ability to service its debt obligations. Further, the risk factors herein are not ranked in order of importance. Potential investors should carefully consider the information contained in this Prospectus and make an independent evaluation before making an investment decision.

1.1 Company and market specific risks, etc.

1.1.1 Political risks

The Group operates in a number of countries where there is a risk that political instability will lead to a slowdown in levels for origination in those particular countries. These countries are subject to greater political, economic and social uncertainties than countries with more developed institutional structures and the Group is therefore subject to significant political risks. There is a risk that changes in legislation or other regulations related, for instance, to foreign ownership, state participation, taxes, allocation of licenses and concessions, customs duties, exchange rates, interest rates and fees, insurance pricing and reforms, enforcement processes, payroll deductions, deposit taking and other regulatory matters will have an adverse effect on the Group's business, financial position and results of operations. There is a risk that an increased political instability in any country where the Group operates, as well as the Company's failure to protect against such risks, will have a material adverse effect on the Group's business, financial position and results of operations or even require the Group to change or discontinue existing products, services, businesses or business models in the affected region.

1.1.2 Macro-economic risks

The Group operates in a large number of countries and its operations are therefore dependent on global economic developments as well as conditions that are unique to certain countries, regions and/or industry branches. In the event of deteriorating general market conditions, there is a risk that the inclination and the capability of the Group's existing and potential customers to assume indebtedness or make deposits become reduced. There is a risk that a change in the macro-economic conditions in the countries of operation could lead to changed employment conditions, including but not limited to dismissals, for the Group's customers and, in turn, have a material adverse effect on the Group's operations. There is a risk that weak global or regional economic trends will result in the Group growing and developing at a lower rate than expected and that such development will have a negative effect on the Group's business, financial position and results of operations.

1.1.3 Loss of a deduction code

Payroll loans are still the largest asset segment for the Group. The Group relies on the ability to collect directly from the payroll of its customers in order to service the outstanding loans, which is facilitated through deduction codes. The Company is allocated a deduction code in order to be able to collect directly from an employee's (the borrower's) payroll. The loss of a deduction code would result in any new loans to customers needing to be collected via an alternative mechanism other than payroll. Existing loans would continue to be collected off the payroll until such time as they have been paid off in full. Without the Company's possibility to collect directly from the borrower's payroll there is a risk that the company would need to re-price the loan offerings due to the increased collection risk and that the number of non-performing loans on these new loans would increase. The loss of a deduction code could therefore have a material adverse effect on the Company's business, financial position and results of operations with regards to new business written following such an event.

1.1.4 New markets and business areas

In addition to providing payroll loans, the Group has expanded its business activities in some countries to include other services and businesses in terms of credits, savings, transacting and insurance, including but not limited to car title loans, vehicle leasing, mortgages, secured land financing, housing loans, deposit-taking, account with debit card and life and health insurance. In order to continue to expand such and other businesses areas, the Group must implement certain measures, including increasing its marketing activities to include new marketing channels, entering into agreements with new partners, introducing new products and services and developing existing products and services. All of these measures may take a great deal of time to implement and result in significant costs. There is also a risk that the Group will not be able to implement any of the these measures due to a lack of market or customer acceptance, that development costs will exceed the amount anticipated or due to other factors, many of which are outside Company's control, and that the Company may not achieve any return on investments associated with these measures. The Company and its subsidiaries are also affected by regulatory changes and changes in market conditions. It is important that the board of directors and the management are able to plan, organise, monitor and govern the business and continually monitor market conditions. If the Company is unable to develop or implement such plans, there is a risk that the Group may not be able to generate the income, margins, profit or synergy effects necessary for the Group to be successful and counter the effects of any unfavourable economic conditions that might currently exist or arise in the future.

The Company may also be affected by delays in, or problems with the implementation of, improvements to processes and systems. If Company is unable to maintain growth at the same rate as in the past and if the Group's investments in new marketing channels, new geographical markets, new products and services or additions to existing products and services do not prove profitable, there is a risk that this will have a material adverse effect on the Group's business, financial position and results of operations.

1.1.5 Employees, organizational risks and operational risks

The continuing success of the Group is largely dependent on a number of experienced employees with specialist skills. Employees important for the Group are both senior executives and other employees within the different business areas. The business operations of the Group are exacting

on employees' knowledge of relevant legislation and regulations and the development of knowledge and experience is both time and cost consuming. There is a risk that a significant loss of such employees will adversely affect the Group's operations and the conditions and possibilities for continuing growth and profitability. Competition for skilled staff in the Group's different business areas is high and may increase in the future. The Group's future development and expansion will be dependent on its ability in recruiting and keeping skilled employees and senior executives.

High employee turnover means that many new employees need to be trained. Insufficient training resulting in lack of knowledge and experience among the Group's employees implies a significant risk for the Group's operations. In addition, the Group is exposed to the risk of wilful legal breach or neglect of regulations by its employees. Fraud and other improper actions by employees are not uncommon within the financial sector and have occurred also in the Group companies. There is a risk that such irregularities will have a considerably adverse impact on earnings and reputation of the Group, as well as lead to time and cost consuming legal processes and negatively affect new and existing customers' confidence and make it difficult to gain new commissions. There is always a risk that the Group's functions, systems and routines to prevent such irregularities will emerge to be insufficient and that irregularities by employees will continue to occur and have a material adverse effect on the Group's business, financial position and results of operations.

In the context of the Group's current operations, there is a risk that the Group incurs losses due to disruption, failure or other ineffectiveness of procedures, internal controls or other reporting or administrative systems used in its operations. If the Group's procedures and internal controls prove to be insufficient, there is a risk that the Group's management loses control over corporate governance and that the Group's business, financial position and results of operations are adversely affected thereby.

1.1.6 IT-system

The Group's business areas all require functioning information and data-processing systems for sales, administration, distribution, internal control and other functions necessary for the business operations. The Company is exposed to the risk that systems fail or do not function properly, which could damage the operations and cause financial losses and liability in relation to customers as well as harm the reputation and market trust in the Group.

1.1.7 Trust and reputation

The Group's business is dependent on customers', finance and other suppliers' and other market players' trust in the Company and its subsidiaries. There is a risk that any damage to the reputation or reduced trust for the Company, any of its subsidiaries or their brands or products will have an adverse effect on the Group's future growth and development. Moreover, the Group's relations with the relevant countries' Financial Supervisory Authorities and other financial and regulatory authorities are of significant importance, since the Group companies' operations are, to a large extent, dependent on concessions, licenses, permits and other decisions of such authorities. There is a risk that any damage to the reputation or trust in the Group will render such concessions, licenses, permits and other decisions more difficult, or impossible, to obtain and that the Group's business, financial position and results of operations are thereby adversely affected.

Furthermore, there is a risk that the trust in the Company and the Group is damaged due to, among other things, inadequate product and services quality, insufficient internal policies and guidelines regarding risk management, unreliable IT-systems and irregularities by employees and that Group's business, financial position and results of operations are adversely affected thereby.

1.1.8 The Company is a holding company

The Company is a holding company and holds no significant assets other than investments in its subsidiaries. The Company is thus dependent upon receipt of sufficient income related to the operation of and the ownership in its subsidiaries. The Company is exposed to the risk that such income, or the receipt of such income, decrease, which could have a material adverse effect on the Company's business, financial position and results of operations as well as its ability to meet financial obligations.

1.1.9 Different legal systems and legal proceedings

Since the Group's business activities are conducted in several different countries, the Group is exposed to a variety of different laws, regulations, rules, agreements and guidelines (including, but not limited to, in relation to accounting, anti-trust, banking, insurance, credit and savings, deposits, mortgages, acquisition and tax) applicable to the Group's products and services from time to time. There is a risk that any changes thereof or any new laws or regulations coming into force in any jurisdiction will have a significant adverse effect on the Group's business activities or result in increased costs for the Group in order to comply with such amended or new requirements in multiple jurisdictions.

Further, the Company and its subsidiaries have entered into a number of agreements with customers, finance suppliers, loan sales consultants, insurance underwriters and other third parties domiciled in different countries and the agreements are governed by the laws of various jurisdictions. There is a risk that the Company or its subsidiaries will not be able to enforce all of their rights under these agreements. If the Company or its subsidiaries are unable to enforce their rights under such agreements with third parties, there is a risk that the Group's business, financial position and results of operations are adversely affected.

1.1.10 Loss of licenses, permits and permissions

In most countries of operation, the Group is dependent on various licenses and other permits or permissions from local authorities (including but not limited to money licenses, business licenses, insurance licenses, credit and savings licenses) to conduct its business. The Company is exposed to the risk that any such license, permit or permission is not renewed or revoked, which would have a material adverse effect on the Group's business, financial position or results of operations.

1.1.11 Exposure to legislative and regulatory changes

There is a risk that amended legislation or regulatory measures relating to, *inter alia*, banking, insurance, credit and savings, acquisition and tax laws or new case law will have negative consequences for the Group. The financial services and insurance sectors are subject to extensive regulations through legislation and other rules and regulations. As many of the Group companies are required to hold several permits, licenses and concessions to carry out their businesses, the Group's business is under supervision of the authorities in the various countries in which the Group operates. The legal framework in such countries is continuously reviewed and updated. There is a risk that adoption of new legislation, regulations, legal or administrative proceedings or

changes in the judicial application will force the Group to change or discontinue existing products, services, businesses or business models or incur significant expenses or liabilities or prohibit the Group to carry on the licensed operations. Furthermore, there is a risk that inspections and supervision from authorities will lead to penal charges or ultimately that licenses or concessions will be withdrawn. Costly adjustments and withdrawn licenses will have a material adverse effect on the Group's business, financial position and results of operations. Legal measures also risk causing significant damage to the Group's reputation and, in turn, negatively affecting the future development of the Group's operations.

1.1.12 Risks related to taxes

The Company operates its business through its subsidiaries in each of the geographic markets in which it operates. The business is conducted in accordance with the Group's interpretation of applicable laws, tax treaties, regulations and requirements of the tax authorities in the relevant countries. However, there is a risk that the Group's interpretation of applicable laws, tax treaties, regulations, or administrative practice is incorrect, or that such rules are changed, possibly with retroactive effect. The Group's subsidiaries are from time to time subject to tax audits. For example, the Group has been subject to tax audits in, *inter alia*, Tanzania. The Tanzanian Revenue Authority has conducted tax audits for the years 2013, 2014 and 2015 and has recently made a final assessment of additional taxes of approximately TZS 4.8 billion (USD 2.1 million) of which TZS 3.7 million has been fully provided for in the accounts and TZS 400 million is a deferred tax asset. Following payment of this amount, there are no further pending tax audits. However, there is a risk that legislative changes or decisions by tax authorities will impair the present or previous tax position of the Group and/or result in fines or additional taxes in significant amounts, and thereby have a material adverse effect on the Group business, financial position or results of operations.

1.1.13 Changed accounting rules

The Company's business is affected by the accounting rules standards, from time to time, are applied in the countries where the Group conducts its business, including for example IFRS and other international accounting standards. This means that there is a risk that the Group's accounting, financial reporting and internal control, as well as the Terms and Conditions, in the future will be adversely affected by, and will need to be adapted in accordance with, any changed accounting standards or a changed application of such accounting standards, such as the new accounting standards for financial instruments, IFRS 9, effective as of 1 January 2018. This exposes the Group to uncertainty regarding the Group's accounting, financial reporting, internal control as well as its interpretation thereof and also threatens to adversely affect the Group's accounted earnings, balance sheet and equity in the future as well as in respect of prior years' financial reports, and thereby have a material adverse effect on the Group's business, financial positions and results of operations.

1.1.14 Credit risks and risks relating to counterparties

The Group is exposed to credit risks and risks relating to counterparties. These risks concern the risk of losses if the counterparty does not fulfil its obligations. The Group's credit and counterparty risks consist of exposures to, *inter alia*, commercial counterparties, financial counterparties and insurance counterparties. The Group's commercial credit and counterparty risk primarily consist of arrears which are distributed over a large number of counterparties. Credit and counterparty risks relating to financial and insurance counterparties are limited to financial institutions and insurance underwriters with high credit ratings.

The Group's primary credit and counterparty risk is that the customers cannot repay their debt under the individual loan agreements. Furthermore, the majority of the loans offered by the Company's subsidiaries to its customers are unsecured and in most jurisdictions in which the subsidiaries operate the involvement of public courts are time-consuming, expensive and uncertain. Furthermore, enforcement of court orders is unreliable in several jurisdictions of operation. However, there is a risk that losses incurred by the Group in this respect which are not being covered by the Group's insurance cover, or a delay in obtaining the insurance premium, will have a material adverse effect on the Group's business, financial position and result of operations.

1.1.15 Disputes and legal proceedings

The Company and its subsidiaries are from time to time involved in disputes and legal proceedings with, or receive claims from, third parties, such as customers, suppliers, other business partners, tax authorities or other local authorities. There is a risk that such disputes will be time consuming and costly and that the outcome will be unsuccessful or harmful for the Group. Furthermore, the costs associated with such disputes or claims can be difficult or even impossible to foresee. Consequently, there is a risk that claims against the Group or the Group's active involvement in any legal proceedings against a third party will result in the Group being forced to spend considerable sums and resources and that this will have an adverse effect on the Group's business, financial position and result of operations.

1.1.16 Competition

The Group operates in a competitive market. The Group's future possibilities to compete are, among other things, dependent upon the Group's ability to provide innovative products to its customers, anticipate future market changes and trends, and to rapidly react to existing and future market needs. There is a risk that actions undertaken by the Group in this respect will result in increased costs or require price reductions or changes of the Group's business model. Hence, there is a risk that increased competition from existing and new market participants as well as deteriorated competition possibilities will have a material adverse effect on the Group's business, financial position and result of operations.

1.1.17 Risk related to acquisitions

The Company has historically carried out several acquisitions and could continue to grow through acquisitions also in the future (“**New Acquisitions**”). New Acquisitions are always subject to a number of risks and considerable uncertainty with respect to ownership, other rights, assets, liabilities, licenses and permits, claims, legal proceedings, restrictions imposed by competition law, financial resources, environmental matters and other aspects. These risks are normally greater, more difficult or more extensive to analyse in certain countries or regions where the Group is active.

A significant part of the acquisition process is the due diligence process. There is always an inherent risk that a due diligence of a New Acquisition will not reveal all facts that may be of relevance. Moreover, financial service companies are often difficult to value and an incorrect valuation will result in incorrect purchase-sums and ultimately imply that expected values are not achieved. In connection with New Acquisitions, there is a risk of liabilities that the Company failed to discover or was unable to quantify in its due diligence. The representations, warranties and indemnities contained in the agreements for the New Acquisitions are sometimes limited and the Company’s ability to seek remedies for breach of such provisions following completion of the New Acquisitions will in those cases be limited.

Integration of the operations of New Acquisitions with the Company’s existing business is often a complex, time-consuming and costly process. There is a risk that failure to successfully integrate New Acquisitions and their operations in a timely manner will have a material adverse effect on the Group’s business, financial position and results of operations. The difficulties of integrating the New Acquisitions include, among other things:

- (i) operating a larger organization;
- (ii) operating in a new jurisdiction;
- (iii) coordinating geographically disparate organizations, systems and facilities;
- (iv) adapting to additional regulatory and other legal requirements;
- (v) integrating corporate, technological and administrative functions; and
- (vi) diverting management’s attention from other business concerns.

In addition, there is a risk that the process of integration will cause an interruption of, or a slowdown in, the activities of the Company’s business or will cause members of the management team to devote considerable amounts of time to the integration process, which will decrease the time they will have to manage the Group’s other businesses. There is a risk that the Group’s business will suffer, operationally and financially, if the management is not able to effectively manage the integration process or if any business activities are interrupted as a result of the integration process.

The Company expects that New Acquisitions will generate specific synergies, *e.g.*, in relation to customer base, distribution network and product offerings. Achieving the benefits of New Acquisitions depends in part on successfully consolidating functions and integrating operations, procedures and personnel in a timely and efficient manner, as well as the Company’s ability to realise the anticipated growth opportunities from integrating the New Acquisitions into its existing business.

The risk set out above may mean that the Company will fail to realise any of the anticipated benefits of New Acquisitions. If such expected synergies are not obtained, there is a risk that the Group's business, financial position and result of operations are adversely affected.

Finally, growth through acquisitions requires financial strength and often also external financing. There is a risk that the Group will be unable to make profitable New Acquisitions in the future if such financing cannot be displayed or obtained.

1.1.18 Insurance cover

The Group keeps the business insured through different insurance policies such as property and professional liability insurances. However, there is a risk that the Group's actual losses will exceed the value covered by the Group's insurance cover. There is also a risk that adequate insurance cover will not be available to the Group at a reasonable price in the future. The occurrence of one or more claims for which the Group lacks insurance cover or where the insurance cover is insufficient, can have a material adverse effect on the Group's business, financial position and results of operations.

1.1.19 Liquidity and refinancing risks

The Group is exposed to liquidity and refinancing risks, which refer to the risks of increased costs and potentially limited opportunities when loans mature or otherwise shall be refinanced, as well as the risks of payment obligations not being met due to insufficient liquidity or difficulties in obtaining financing.

The Group's business is capital intensive. Access to liquidity is a fundamental prerequisite for developing a successful loan business. The forecasting models applied by the Group to anticipate any change in funding that may be required include a certain level of estimations and expectations on future conditions and there is always a risk that such estimations and expectations will not materialise or prove to be incorrect. If the Company's liquidity sources prove not to be sufficient, there is a risk that the Company will only be able to meet its payment obligations by raising funds on terms which may significantly increase its financing costs or that the Company will not be able to meet its payment obligations at all and as a result thereof default under material agreements entered into by the Company, and that the Group's business, financial position and result of operations is materially adversely affected.

1.1.20 Interest rate risk

Interest rate risks refer to risks that result from changes in the market interest which adversely affect the Group's net interest income. Interest rate risks are attributable to the development of the current interest rate levels. How quickly a change in interest rates affects the net interest income depends on the maturity of the financial assets and financial liabilities. There is a risk that extreme fluctuations in interest rate will have a material adverse effect on Group's business, financial position and results of operations.

1.1.21 Exposure to currency risks

The Group operates in several countries and as a result, generates revenues, incurs costs, takes deposits and savings and grants loans within the Group and to customers in a number of currencies. Consequently, the Group's results of operations are subject to currency exchange rate fluctuations. Because the consolidated financial statements of the Company are prepared in USD,

the Group also faces a currency translation risk to the extent that the assets, liabilities, revenues and expenses of the Company or its subsidiaries are denominated in currencies other than USD. For example, the financing of the Company and the interest costs related to the Company's bonds are in Swedish kronor.

Consequently, there is a risk that fluctuations in the value of the USD versus local currencies of the Company, its bonds or its subsidiaries will affect the amount of these items in the Group's consolidated financial statements, even if their value has not changed in the original currency.

1.2 Risks relating to the Bonds

1.2.1 Credit risks

An investment in the Bonds carries a credit risk relating to the Group. The bondholders' ability to receive payment under the Terms and Conditions is therefore dependent upon the Company's and the Group's ability and willingness to meet its payment obligations, which in turn is dependent upon the performance of the Group's operations and its financial position. The Group's financial position is affected by several factors, a number of which have been discussed herein.

An increased credit risk may cause the market to charge the Bonds a higher risk premium, which would have an adverse effect on the value of the Bonds. Another aspect of the credit risk is that any deterioration in the financial position of the Company may entail a lower credit-worthiness and the possibility for the Company to receive financing may be impaired when the Bonds mature.

1.2.2 Refinancing risk

The Company may be required to refinance its outstanding debt, including the Bonds. The Company's ability to successfully refinance its debt obligations is dependent upon the conditions of the capital markets and the Company's financial position at such time. Even if the markets and the Company's financial position improve, the Company's access to financing sources may not be available on acceptable terms, or at all. The Company's inability to refinance its debt obligations on acceptable terms, or at all, could have a material adverse effect on the Company's operations, earnings and financial position and on the bondholders' recovery under the Bonds.

1.2.3 Ability to comply with the Terms and Conditions

The Company will be required to comply with the Terms and Conditions. Events beyond the Company's control, including changes in the economic and business condition in which the Group operates, may affect the Company's ability to comply with, among other things, the undertakings set out in the Terms and Conditions. A breach of the Terms and Conditions could result in a default under the Terms and Conditions.

1.2.4 Interest rate risks

The Bonds' value depends on several factors, one of the most significant over time being the level of market interest. As the market rate of interest is largely dependent on the Swedish and international economic development, this is a risk factor which the Company cannot control. Hence, investments in the Bonds involve a risk that the market value of the Bonds may be adversely affected by changes in market interest rates.

1.2.5 Liquidity risks

The Bonds issued on 17 November 2014 have been listed on the corporate bond list of Nasdaq Stockholm and the Company shall ensure that all Bonds issued thereafter are also listed on Nasdaq Stockholm. However, there is a risk that the new Bonds will not be admitted to trading. Further, even if securities, including the Bonds, are admitted to trading on a regulated market, there is not always active trading in the securities and there is a risk that there will not be a liquid market for trading in the Bonds or that this market will be maintained even if the Bonds are listed. This may result in that the bondholders cannot sell their Bonds when desired or at a price level which allows for a profit comparable to similar investments with an active and functioning secondary market. Lack of liquidity in the market may have a negative impact on the market value of the Bonds. Furthermore, the nominal value of the Bonds may not be indicative compared to the market price of the Bonds if they are admitted for trading on Nasdaq Stockholm.

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

1.2.6 The market price of the Bonds may be volatile

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

1.2.7 Currency risk

The Bonds will be denominated and payable in SEK. If investors in the Bonds measure their investment return by reference to a currency other than SEK, an investment in the Bonds will entail foreign exchange-related risks. For example, possible significant changes in the value of the SEK relative to the currency by reference to which investors measure the return on their investments could cause a decrease in the effective yield of the Bonds below their stated coupon rates and could result in a loss to investors when the return on the Bonds is translated into the currency by reference to which the investors measure the return on their investments. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Company to make payments in respect of the Bonds. As a result, there is a risk that investors may receive less interest or principal than expected, or no interest or principal.

1.2.8 Dependence on subsidiaries

A significant part of the Group's assets and revenues relate to their subsidiaries. Accordingly, the Company may be dependent upon receipt of sufficient income related to the operation of and the ownership in such entities to enable it to make payments under the Bonds. The subsidiaries are legally separate and distinct from the Company and have no obligation to pay amounts due with respect to the Company's obligations and commitments, including the Bonds, or to make funds

available for such payments. The ability of the subsidiaries to make such payments to the Company is subject to, among other things, the availability of funds, corporate restrictions and the terms of each operation's indebtedness. Should the Company not receive sufficient income from the subsidiaries, the investor's ability to receive payment under the Terms and Conditions may be adversely affected.

1.2.9 Structural subordination and insolvency of subsidiaries

In the event of insolvency, liquidation or a similar event relating to one of the Company's subsidiaries, all creditors of such company would be entitled to payment in full out of the assets of such company before the Company, as a shareholder, would be entitled to any payments. Thus, the Bonds are structurally subordinated to the liabilities of such subsidiaries. There is a risk that the Company and its assets would not be protected from actions by the creditors of a subsidiary, whether under bankruptcy law, by contract or otherwise. In addition, defaults by, or the insolvency of, certain subsidiaries of the Group may result in the obligation of the Group to make payments under financial or performance guarantees in respect of such companies' obligations or the occurrence of cross defaults on certain borrowings of the Group, which could have a material adverse effect on the Group's business, financial position and results of operations and on the bondholders' recovery under the Bonds.

1.2.10 Contractual subordination and unsecured obligations

The Bonds are subordinated to all of the Company's unsubordinated present and future debts. Each investor should also be aware that the Bonds are unsecured obligations of the Company. In the event of liquidation or insolvency of the Company, the Company will be required to pay all unsubordinated creditors in full (including holders of any unsubordinated market debt) before the Company makes any payment on the Bonds. Due to the unsecured and subordinated nature of the Bonds there is a risk that an investor in the Bonds may lose all or part of its investment in the event of liquidation or insolvency of the Company.

1.2.11 Risks related to early redemption

Under the Terms and Conditions, the Company has reserved the possibility to redeem all outstanding Bonds before the final redemption date. If the Bonds are redeemed before the final redemption date, the bondholders have the right to receive an early redemption amount which exceeds the nominal amount of the Bonds. However, there is a risk that the market value of the Bonds is higher than the early redemption and that it may not be possible for bondholders to reinvest such proceeds at an effective interest rate as high as the interest rate on the Bonds and may only be able to do so at a significantly lower rate.

The Bonds may be subject to mandatory repayment upon a change of control event (as described under the Section 11 (*Mandatory Early Redemption due to a Change of Control Event*) in the Terms and Conditions. There is, however, a risk that the Company will not have sufficient funds at the time of such prepayment to make the required prepayment of the Bonds under the Terms and Conditions which could adversely affect the Company (e.g., by causing insolvency or a payment default or another event of default under the Terms and Conditions) and thus adversely affect all bondholders and their recovery under the Bonds.

1.2.12 No action against the Company and bondholders' representation

In accordance with the Terms and Conditions, the Agent will represent all bondholders in all matters relating to the Bonds and the bondholders are prevented from taking actions on their own against the Company. Consequently, individual bondholders do not have the right to take legal actions to declare any default by claiming any payment from or enforcing any security and/or guarantee and may therefore lack effective remedies unless and until a requisite majority of the bondholders agree to take such action. However, there is a risk that a bondholder, in certain situations, could bring its own action against the Company (in breach of the Terms and Conditions), which could negatively impact an acceleration of the Bonds or other action against the Company. To enable the Agent to represent bondholders in court, the bondholders may have to submit a written power of attorney for legal proceedings. The failure of all bondholders to submit such a power of attorney could negatively affect the legal proceedings.

Under the Terms and Conditions, the Agent will in some cases have the right to make decisions and take measures that bind all bondholders. Consequently, the actions of the Agent in such matters could impact a bondholder's rights under the Terms and Conditions in a manner that would be undesirable for some of the bondholders.

1.2.13 Bondholders' meetings

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

1.2.14 Restrictions on the transferability of the Bonds

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

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

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

1.2.16 Amended or new legislation

This Prospectus is and the Terms and Conditions are based on Swedish law in force at their respective date of issuance. The impact of any possible future legislative measures or changes, or changes to administrative practices, may give rise to risks which are not possible to foresee. There is a risk that amended or new legislation and administrative practices may adversely affect the investor's ability to receive payment under the Terms and Conditions.

1.2.17 Influence of major shareholders

The Company has several larger shareholders, who may as a result of their influence affect the Company, *inter alia*, on matters that are subject to approval at the shareholders' meeting. There is a risk that the interests of these major shareholders come to conflict with the interest of the bondholders and that these shareholders, through their influence, affect the Company in a way that is not in the best interest of the bondholders.

1.2.18 Conflict of interests

The issuing agent and lead managers have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Company and the Group in the ordinary course of business. Accordingly, there is a risk that conflicts of interest may exist or may arise as a result of the issuing agent and lead managers having previously engaged, or in the future engaging, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

2 Responsible for the information in the Prospectus

The Company issued the Subsequent Bonds on 9 June 2017. This Prospectus has been prepared in relation to the Company applying for admission to trading of the Subsequent Bonds under the Company's maximum SEK 800,000,000 subordinated bonds 2014/2019 with ISIN SE0006451712, of which SEK 650,000,000 was issued on 17 November 2014 and admitted to trading on the corporate bond list on Nasdaq Stockholm. This Prospectus has been prepared in accordance with the Commission Regulation (EC) No 809/2004 of 29 April 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council and the rules and regulations in Chapter 2 of the Swedish Financial Instruments Trading Act, each as amended.

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

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

Stockholm on 19 June 2017

BAYPORT MANAGEMENT LTD

The board of directors

3 The Bonds in brief

This section contains a general and broad description of the Bonds. It does not claim to be comprehensive or cover all details of the Bonds. Potential investors should therefore carefully consider this Prospectus as a whole, including the documents incorporated by reference (see section 6 “Overview of financial reporting and documents incorporated by reference” below), before a decision is made to invest in the Bonds. The full Terms and Conditions can be found under section 8 “Terms and Conditions for the Bonds” below. Concepts and terms defined in section 8 “Terms and Conditions for the Bonds” are used with the same meaning in this section unless otherwise is explicitly understood from the context or otherwise defined in this Prospectus.

3.1 Background

On 17 November 2014 the Company issued SEK 650,000,000 subordinated bonds 2014/2019 with ISIN0006451712, each with a Nominal Amount of SEK 1,000,000 within the maximum loan amount of 800,000,000. A prospectus was prepared by the Company in relation to the application for listing of these Initial Bonds on Nasdaq Stockholm. The prospectus was approved and registered with the Swedish Financial Supervisory Authority on 8 December 2014 (with the Swedish Financial Supervisory Authority’s journal number 14-16215) (Sw. *FI Dnr 14-16215*) and the Initial Bonds were admitted to trading on Nasdaq Stockholm on 10 December 2014 (with the short name BAYP 004S).

Under the Terms and Conditions, the Company may, on one or more occasions, provided that no Event of Default is continuing or would result from such issue, choose to issue the remaining amount of the Bonds. Subsequent Bonds shall benefit from and be subject to the Terms and Conditions and, for the avoidance of doubt, the ISIN, Interest Rate, Nominal Amount, the Final Redemption Date and other rights shall apply also to the Subsequent Bonds, which also otherwise shall have the same rights as the Initial Bonds.

The issuance of the Bonds is the Company’s second issue of bonds under the Terms and Conditions.

3.2 Summary of the Bonds

The Bonds are debt instruments (Sw. *skuldförbindelser*), intended for public market trading, which confirm that each Holder has a claim against the Company. The board of directors of the Company resolved to issue the Subsequent Bonds on 8 June 2017. The purpose of the Bond Issue was to raise funds to be used for general corporate purposes, including acquisitions. The Issue Date for the Subsequent Bonds was 9 June 2017. The Bonds will mature on 17 November 2019.

The aggregate Nominal Amount of the Bonds is maximum SEK 800,000,000 – as of which SEK 800,000,000 have been issued as of the date of this Prospectus – represented by Bonds denominated in SEK with ISIN SE0006451712, each of a Nominal Amount of SEK 1,000,000.

The Bonds have been issued in accordance with Swedish law and are connected to the account-based system of Euroclear Sweden AB, registration number 556112-8074, P.O. Box 191, SE-101 23 Stockholm, Sweden. This means that the Bonds are registered on behalf of the Holders on a securities account (Sw. *VP-konto*). No physical notes have been or will be issued. Payment of principal, interest and, if applicable, withholding of preliminary tax will be made through Euroclear’s book-entry system.

The Bonds constitute direct, general, unconditional, subordinated and unsecured obligations of the Company and shall at all times rank *pari passu* without any preference among themselves. In the event of liquidation or insolvency of the Company, the Bonds will not be paid out of the Company's assets until all of the Company's unsubordinated debts have been paid in full. However, the Bonds shall rank *pari passu* with other outstanding subordinated debts, which are not explicitly subordinated to the Bonds. The Company reserves the right to issue additional subordinated debt and in doing so provide that such subordinated debt shall rank *pari passu* with the Bonds.

The Company shall redeem all outstanding Bonds at 100 per cent. of the Nominal Amount together with accrued and unpaid Interest on the Final Redemption Date, unless previously redeemed, repaid or repurchased and cancelled in accordance with Clause 10 "*Early redemption by request of the Company*", Clause 11 "*Mandatory Early Redemption due to a Change of Control Event*", Clause 12 "*The Company's and the other Group Companies' purchase of Bonds*" or Clause 14 "*Acceleration of the Bonds*" of the Terms and Conditions.

The Company may choose to redeem all, but not only some, of the Bonds on any Banking Day at a redemption price equal to the Make Whole Amount or the relevant Early Redemption Amount, in both cases together with accrued interest (see further Clause 10 "*Early redemption by request of the Company*" of the Terms and Conditions). Upon a Change of Control Event occurring, without consent of the Holders, the Company shall redeem all Bonds at the Early Redemption Amount together with accrued but unpaid interest (see further Clause 11 "*Mandatory Early Redemption due to a Change of Control Event*" of the Terms and Conditions).

Payment of the Nominal Amount and/or interest will be made to the person who is a Holder on the Record Date immediately preceding the relevant payment date. Payments shall be made in SEK. The right to receive payment of the Nominal Amount is time-barred and becomes void ten (10) years from the relevant Redemption Date, unless the limitation period is duly interrupted.

The Subsequent Bonds bear interest from, but excluding, the Interest Payment Date falling immediately prior to their issuance, up to, and including, the relevant Redemption Date at fixed rate of fourteen (14.00) per cent. per annum. The interest is paid annually in arrears on each Interest Payment Date and is calculated on a 30/360-days basis. The Interest Payment Dates are 17 November each year (with the first Interest Payment Date being 17 November 2017 and the last Interest Payment Date being the Final Redemption Date). The right to receive payment of interest is time-barred and becomes void three (3) years from the relevant due date for payment.

Intertrust (Sweden) AB (previously CorpNordic Sweden AB), registration number 556625-5476, P.O. Box 16285, SE-103 25 Stockholm, Sweden, is initially acting as Agent in relation to the Bonds, and, if relevant, any other matter within its authority or duty in accordance with the Terms and Conditions. Even without separate authorisation from the Holders and without first having to obtain the Holders' consent, the Agent, or a person appointed by the Agent, is entitled to represent the Holders in every matter concerning the Bonds and the Terms and Conditions. The Agent is authorised to act on behalf of the Holders whether or not in court or before an executive authority (including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Bonds). Each Holder shall immediately upon request by the Agent provide the Agent with any such documents, including a written power of attorney (in form and substance to the Agent's satisfaction), as the Agent deems necessary for the purpose of carrying out its duties

under the Terms and Conditions. The Agent is under no obligation to represent a Holder which does not comply with such request of the Agent.

Each of the Company, the Agent and Holders representing at least ten (10.00) per cent. of the total outstanding Nominal Amount, may request that a Holders' meeting is convened or request a procedure in writing among the Holders (see further Clause 16 "*Holders' meeting and procedure in writing*" of the Terms and Conditions). Such Holders' meeting or procedure in writing may, upon votes representing a relevant majority of Holders eligible for voting, cause resolutions to be validly passed and binding on all Holders.

An agreement has been entered into between the Agent and the Company regarding, *inter alia*, the remuneration payable to the Agent. The Agent agreement is available at the Agent's office. The rights and obligations of the Agent are set forth in the Terms and Conditions, which are available at the Company's web page (www.bayportfinance.com).

If both the Nominal Amount and interest are due for payment and if the available funds are insufficient to discharge all the amounts due and payable, the available funds shall first be applied towards payment of all fees, costs and expenses, secondly towards payment of interest and thirdly towards payment of the Nominal Amount.

The Bonds are freely transferrable and trading can occur from their date of issuance. Holders may, however, be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a Holder may be subject (due to, *e.g.*, its nationality, its residency, its registered address or its place(s) for doing business). Each Holder must ensure compliance with local laws and regulations applicable at their own cost and expense. All Bond transfers are subject to the Terms and Conditions and the Terms and Conditions are automatically applicable in relation to all Bond transferees upon the completion of a transfer.

To simplify trading in the Bonds, the Company intends to apply for listing of the Subsequent Bonds on Nasdaq Stockholm in connection with the Swedish Financial Supervisory Authority's approval of this Prospectus. The fact that an application regarding listing of the Subsequent Bonds on Nasdaq Stockholm has been submitted does not mean that the application will be approved. The total number of Bonds being admitted to trading if the application is approved by Nasdaq Stockholm is 800, of which 150 constitute Subsequent Bonds. The earliest date for admitting the Subsequent Bonds to trading on Nasdaq Stockholm is on or about 21 June 2017. The total expenses related to the admission to trading are estimated to amount to SEK 100,000. The short name for the Bonds is BAYP 004S.

The Terms and Conditions include an undertaking by the Company to ensure that the Bonds issued in a Subsequent Bond Issue are listed on the corporate bond list of Nasdaq Stockholm not later than ten (10) Banking Days after their issuance and to take all measures required to ensure that the Bonds continue being listed on Nasdaq Stockholm for as long as any Bonds are outstanding.

4 The Company and its operations

4.1 Introduction

The Company, Bayport Management Ltd, was incorporated on 10 September 2001 in British Virgin Islands and continued as a Mauritian company with effect from 4 March 2005. The Company was registered as a private company limited by shares on 2 March 2005 under the Mauritian Companies Act 2001 with registration number 54787 C1/GBL. The Company further holds a Category 1 Global Business Licence, issued by the Financial Services Commission of the Republic of Mauritius on 3 March 2005, in accordance with the Mauritian Financial Services Act 2007 and the Financial Services (Consolidated Licensing and Fees) Rules 2008. On 28 July 2011 the Company converted into a public limited liability company. The Company's operations are regulated by the Mauritian Companies Act 2001 and the Stock Exchange of Mauritius Ltd.

The Company's Registered Office is c/o DTOS Ltd, 10th Floor, Standard Chartered Tower, 19 Cyber City, Ebene, Republic of Mauritius. The Company's physical address is located at Ebene Skies, 3rd Floor, Rue de L'Institut, Ebene, Republic of Mauritius. As of the date of this Prospectus, the total number of permanent employees and commissioned agents in the Company and the Company's subsidiaries is approximately 7,500.

4.2 Share capital, shares, ownership structure and governance

The shares of the Company are denominated in USD. Each share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the Company had an issued share capital of USD 30,741.36, divided into 30,741,360 shares, each share of USD 0.001 par value.

The Company's shares are listed by way of introduction on the Official Market of the Stock Exchange of Mauritius Ltd. However, the listing is a technical listing and the shares are not being traded.

The shareholders of the Company as of the date of this Prospectus are set out in the table below.

Shareholder	No. of shares
Kinnevik New Ventures AB*	7,428,902
Public Investment Corporation (SOC) Limited represented by the Government Employees Pensions Fund ("GEPF")*	6,377,550
Takwa Holdco Limited*	5,621,135
Elsworthy Holdings Ltd*	3,672,000
Grant Colin Kurland*	2,863,057
Kasumu Ltd*	2,582,000
Takwa Holdco (2) Limited*	1,517,707
Justin Chola*	242,000
Etienne Henry Coetzer* ¹	134,000
Vladimer Gurgenzidze**	87,849

Bryan Arlow**2	60,609
Ted Kristensson**	37,481
Paul Rodgers**	27,762
David Rogers**	27,762
Daniel Goss**	18,656
Paul Silverman**	18,648
David Rajak**	18,648
Nicole Sanderson**	5,594

1. The shareholders marked with “*” are parties to the shareholders’ agreement in respect of the Company as further described in section 4.8 “Shareholders’ agreements” below.

2 The shareholders marked with “**” hold shares issued under the LTIP as further described in section 4.8 “Shareholders’ agreements” below.

The Company has several large shareholders, primarily Kinnevik New Ventures AB holding 24.17 per cent., Public Investment Corporation (PIC) holding 20.75 per cent. of the total number of issued shares and Helios Investment Partners holding 23.23 per cent. through Takwa Holdco Limited and Takwa Holdco (2) Limited. The shareholder base of the Company also consist of several other large shareholders, it is however not considered that these shareholders hold a significant premium. In addition, there are significant minority protection rights in the shareholders’ agreement which further limit the influence of these major shareholders.

The Company is the parent company of the Group with 30 direct and indirect subsidiaries, located in the Republics of Botswana, Colombia, Ghana, Mauritius, Mozambique, Rwanda, Lesotho, Namibia, South Africa, Tanzania, Uganda, Mexico, Colombia and Zambia as well as in the Netherlands, the United Kingdom and the United States. The Company’s direct or indirect holdings in its subsidiaries are in no case less than 70 per cent. The Company holds no significant assets other than the investments in the operational Group companies and is therefore dependent upon the receipt of income related to the operation of and the ownership in these companies.

The Company runs the Group office which determines the regulatory, funding, treasury and compliance requirements across the Group. The Company has an oversight role in the Group in ensuring that the operations meet the standards of responsible corporate behaviour relating to the Group’s lending practice.

4.3 Business and operations

In accordance with the revised constitution of the Company, adopted on 28 January 2013, the objects of the Company are:

- (i) to engage in global business as permitted under the Financial Services Act 2007, the Act and any other laws for the time being in force in the Republic of Mauritius;
- (ii) to borrow money and to mortgage or charge its undertakings and property or any part thereof, to issue debentures, debenture stocks and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company; and
- (iii) to do all such other things as are incidental to, or the Company may think conducive to the conduct, promotion or attainment of the objects of the Company.

The Group started its operations in Zambia in 2002 when introducing a pay-roll-deduction lending scheme in co-operation with the mining labour union. The Group's activities in Zambia later evolved through lending to employees of the Zambian civil service. The Group continued its operation by introducing its business in several African countries and later in South America.

The majority of the subsidiaries of the Group are involved in the provision and underwriting of unsecured term finance to the employed mass market and earn their revenue in the form of interest incomes and administration fees relating to the loans to their customers. The subsidiaries mainly provide loans to people employed by the government in the respective countries. The repayment of the individual loans is carried out either through direct deduction from the employees' pay-roll in accordance with agreements concluded between the subsidiaries and the employees (for all countries with the exception of South Africa) or through direct deduction from the customers bank account in accordance with agreements concluded between the subsidiary and the customer (in South Africa). No other security is provided by the customer under the individual loan agreements and any outstanding amount under the loan agreements may therefore not be recovered from the payroll if the customer has left his/her employment or is dismissed. In these cases, the subsidiaries can collect from the customers' bank account. All subsidiaries of the Group offer credit life insurances, which are underwritten by local insurance companies, to its customers.

In 2015, the Company implemented a transactional banking solution in Ghana called "MyMoney", which is not a funding tool, but a client retention strategy to retain customers within the Company's current business, with a view to rolling it out in other jurisdictions in which the Company operates. Via this service, the customers have access to a savings account, can borrow or make money transfers and also buy certain insurances.

4.4 Litigation

During the previous twelve months, the Company has not been and is not aware of any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) which may have, or have had in the recent past, significant effects on the Company's and/or the Group's financial position or profitability. However, the Company is from time to time involved in legal proceedings in the ordinary course of business and as described in the risk factor "*Risks related to taxes*" above, the Company's Tanzanian subsidiary has recently been subject to a tax audit.

4.5 Material agreements

No Group company is party to any material agreement outside the ordinary course of business which could result in such company having a right or an obligation that could materially affect the Company's ability to meet its obligations to the bondholders.

4.6 Credit ratings

Neither the Company nor the Bonds have a credit rating from an international credit rating institute.

4.7 Significant adverse changes and recent events

There has been no material adverse change in the prospects of the Company since the date of publication of its last audited financial report and no significant change in the financial or market position of the Group since the end of the last financial period for which interim financial information has been published. Except for the issuance of the Bonds, there have been no recent

events particular to the Company which are to a material extent relevant to the evaluation of the Company's solvency.

4.8 Shareholders' agreements

The major shareholders of the Company (as indicated by the table in section 4.2 "*Share capital, shares, ownership structure and governance*" above) have on 10 June 2015 entered into a shareholders' agreement in respect of the Company. On 23 July 2015 and in February 2017, Takwa Holdco (2) Ltd and Kasumu Ltd entered into a deed of adherence in relation to the shareholders' agreement. This shareholders' agreement replaces in its entirety the previous shareholders' agreement, and governs the on-going management and affairs of the Company, including, *e.g.*, the formation and procedures of the board of directors, shareholders' meetings, financing and transfers of shares.

By an unanimous resolution of the shareholders and directors of the Company dated 31 October 2012, the shareholders and directors have respectively approved a resolution authorising the directors of the Company to issue shares under an employee long term incentive plan. Under the long term incentive plan, shares may be purchased by employees and directors of the Group from their own funds or through loans made by the Company. In addition, the Company may award shares for no consideration subject to the satisfaction of performance targets.

The employees holding shares under the employee long term incentive plan have not adhered to the shareholders' agreement described above. The rationale behind that is that not all clauses in the shareholders' agreement apply to the participants of the long term incentive plan. However, each participant has entered into an award agreement with the Company. Although the terms of the award agreement are not identical to those of the shareholders' agreement, the award agreement does contain the essential features of the shareholders' agreement.

In addition, the Company is in the process of implementing a new executive remuneration policy that will include both a long term investment plan ("**LTIP**") and a short-term incentive plan ("**STIP**"). The LTIP shall take the form of a nil-cost option award and shall vest equally on the second, third, fourth and fifth anniversary of the LTIP. The STIP shall consist of a cash and a nil-cost option award. The latter shall vest equally on the third anniversary of the STIP. Except for the above mentioned shareholders' agreement and the award agreement, and as far as the Company is aware, no other shareholders' agreements or other agreements exist between the present shareholders in the Company for the purpose of creating joint influence over the Company or changing the control of the Company.

5 Board of directors, senior management and auditors

The business address for all members of the board of directors and the senior management of the Company is: Bayport Management Ltd, 3rd Floor, Ebene Skies, Rue de L'Institut, Ebene, Republic of Mauritius. Telephone number to the physical office is: +230 465 1605. Information on the members of the board of directors and the senior management, including significant assignments outside the Company which are relevant for the Company, is set forth below.

5.1 Board of directors

Grant Kurland

Born in 1971 and of South African nationality. Member of the board of directors since 2009. He is also a member of the asset and liability committee and the administrative committee and a member by invitation of the audit, risk and corporate governance committee and remuneration committee.

Stuart Stone

Born in 1969 and of South African nationality. Member of the board of directors since 2005. He is also the chairperson of the asset and liability committee and a member by invitation of the audit, risk and corporate governance committee and remuneration committee.

Christopher Bischoff

Born in 1973 and of British nationality. Member of the board of directors since 2014. He is also the chairperson of the remuneration committee. Current assignments outside the Group include member of the board of directors of Babylon, Saltside (chairperson), BIMA (chairperson), Quikr, Betterment and senior investment director in Kinnevik Capital Limited.

Justin Chola

Born in 1962 and of Zambian nationality. Member of the board of directors since 2007. He is also the CEO and director of the Company's Zambian subsidiary Bayport Financial Services Limited. Current assignments outside the Group include member of the board of directors of Kansanshi Mine, Twangale Investments Limited, CLCM Limited, Allied Asset Management Limited and CAN Limited.

Eric Venpin

Born in 1966 and of Mauritian nationality. Member of the board of directors since 2007. He is also a member of the audit, risk and corporate governance committee. Current assignments outside the Group include member of the board of directors of DB Fund (Mauritius) Ltd, Fire Capital Fund Mauritius Private Limited, RSJ II Powerfunds PCC, RSJ Prop, PCC and SBM Maharaja Fund.

Jimmy Wong

Born in 1968 and of Mauritian nationality. Member of the board of directors since 2007. Current assignments outside the Group include managing director of DTOS Ltd.

Michael Mendelowitz

Born in 1965 and of South African nationality. An alternate Member to Jonathan Jawno and Roberto Rossi) of the board of directors since 2015. He is also a member of the remuneration committee. Current assignments outside the Group include member of board of directors of Transaction Capital Ltd, and certain of its subsidiaries, and Upperway Investments Proprietary Limited.

Jonathan Jawno

Born in 1966 and of South African nationality. Member of the board of directors since 2010. He is also a member of the asset and liability committee, and the audit, risk and corporate governance committee. Current assignments outside the Group include member of the board of directors of Transaction Capital Limited, and certain of its subsidiaries, and Upperway Investments Proprietary Limited.

Souleymane Ba

Born in 1981 and of Senegalese nationality. Member of the board of directors since 2014. He is also a member of the asset and liability committee, the remuneration committee, the audit, risk and corporate governance committee. Current assignments outside the Group include member of the board of directors of ARM Pension Managers in Nigeria.

Temitope Lawani

Born in 1970 and of Nigerian nationality. Member of the board of directors since 2014. Current assignments outside the Group include member of the board of directors of HTA, Vivo Energy, Off Grid, EMPEA, Oando Gas & Power, OVH Energy and mall of Africa.

Vladimer 'Lado' Gurgenidze

Born in 1970 and of Georgian nationality. Member of the board of directors since 2014 and currently chairperson of the board of directors. He is also a member of the remuneration committee and the asset and liability committee. Current assignments outside the Group include being the executive chairperson of Liberty Bank.

Roberto Rossi

Born in 1962 and of South African nationality. Member of the board of directors since 2015. Current assignments outside the Group include member of the board of directors of Transaction Capital Ltd, and certain of its subsidiaries, and Upperway Investments Proprietary Limited.

Mervin Muller

Born in 1980 and of South African nationality. Member of the board of directors since 2015. He is also a member of the audit, risk and corporate governance committee and a member by invitation of the asset and liability committee. Current assignments outside the Group include member of the board of directors of Libstar Consumer Holdings (Pty) Ltd, Menlyn Maine Investment Holdings (Pty), Afgri ltd and trustee of Aloecap BEE private equity trust.

Koketso Mabe

Born in 1978 and of South African nationality. Member of the board of directors since 2015. He is also a member of the remuneration committee and the asset and liability committee. Current assignments outside the Group include member of the board of directors of Agrigroupe (Pty) Ltd and Keletso M Squared (Pty).

Nicholas Haag

Born in 1958 and of British nationality. Member of the board of directors since 2016. He is also the chairperson of the audit, risk and corporate governance committee. Current assignments outside the Group include TBC Bank Georgia, Citadele Bank Group and Nicdom Ltd.

Magnus Jakobson

Born in 1976 and of Swedish nationality. Member of the board of directors since 2015. He is also a member of the audit, risk and corporate governance committee and of the asset and liability committee. Current assignments outside the Group include member of the board of directors of Saltside.

Kabelo Molefe Senoelo

Born in 1984 of South African nationality. An alternate Member (to Mervin Muller) of the board of directors since 2016. He is a member by invitation of the audit, risk and corporate governance committee. Current assignments outside the Group include member of the board of directors of Afgri (Pty) Ltd, Afgri Holdings (Pty) Ltd, Sub-Saharan Industrial Holdings (Pty) Ltd and Tzoneva Asphalt (Pty) Ltd.

Reabetswe Tiisetso Nosi

Born in 1984 and of South African nationality. An alternate Member (to Mercedes Koketso Mabe) of the board of directors since 2016. She is a member by invitation of the remuneration committee. Current assignments outside the Group include alternate member of the board of directors of Libstar Operations (Pty) Ltd and RTT Group (Pty) Ltd.

5.2 Senior management*Grant Kurland*

Grant Kurland is the Chief Executive Officer of the Company since 2002 and Joint Chief Executive Officer of the Company since 2014. For further information please see section 5.1 “*Board of directors*” above.

Stuart Stone

Stuart Stone is the Joint Chief Executive Officer of the Company since 2014. For further information please see section 5.1 “*Board of directors*” above.

Stephen Williamson

Stephen Williamson is the Executive Finance Officer of the Company since 2015.

Chris Lubbe

Chris Lubbe is the Group Credit Executive of the Company since 2012.

David Rajak

David Rajak is the Capital Markets and Investor Relations Executive of the Company since 2009.

David Rogers

David Rogers is the Chief Innovation Officer the Company since 2012.

Nicole Sanderson

Nicole Sanderson is the Group Brand, Marketing and Communication Executive of the Company since 2011.

Paul Rodgers

Paul Rodgers is the Group Executive responsible for Strategy and Product Development of the Company since 2012.

Paul Silverman

Paul Silverman is the Group Executive responsible for Southern and West Africa since 2009.

Ted Kristensson

Ted Kristensson is the Group Executive since 2012.

Mohamed Ebrahim

Mohamed Ebrahim is the Group Forensic Executive since 2014.

Christo Koch

Christo Koch is deputy CFO since 2016.

Marlene Van Heerden

Marlene Van Heerden is the Group Chief Audit Executive since 2014.

Alison Blanchard

Alison Blanchard is the Head of Compliance, Risk and Governance since 2015.

John White

John White is the Chief Harmonisation Officer since 2013.

Pablo Montessano

Pablo Montessano is the Latin America Group Executive since 2014.

Alexandra Schnuir

Alexandra Schnuir is the Group Legal Executive since 2016.

Etienne Coetzer

Etienne Coetzer is the East Africa and Corporate Affairs Executive since 2011.

Lovena Sowkhee

Lovena Sowkhee is the Group Legal Counsel since 2011.

Daniel Goss

Daniel Goss is the Group Head of Transactions and Deposits since 2012.

Sandro Rtveladze

Sandro Rtveladze is the Group Head of Retail Banking since 2016.

5.3 Auditor

Deloitte was appointed as the auditor of the Company in 2005 and has thereafter been reappointed at each annual meeting up until the date of this Prospectus. Laura Yeung is the group partner at Deloitte who is, and for the entire period for which historical financial information has been incorporated into this prospectus by reference has been, responsible for the Company and she is a member of Association of Chartered Certified Accountants.

Other than as explicitly stated in section “*Overview of financial reporting and documents incorporated by reference*”, no information contained in this Prospectus has been audited or reviewed by the Company’s auditors.

5.4 Secretary of the Company

DTOS Ltd. was appointed Secretary of the Company in connection with the incorporation of the Company. In accordance with the Mauritian Companies Act 2001, the duties of the Secretary of the Company shall include, but are not limited to, the following: (i) providing the board with guidance as to its duties, responsibilities and powers; (ii) informing the board of all legislation relevant to or affecting meetings of shareholders and directors and reporting at any meetings and the filing of any documents required of the company and any failure to comply with such legislation; (iii) ensuring that minutes of all meetings of shareholders or directors are properly recorded and all statutory registers be properly maintained; (iv) certifying in the annual financial statements of the company that the company has filed with the Registrar all such returns as are required of the company; and (v) ensuring that a copy of the company's annual financial statements and where applicable the annual report are sent to every person entitled to such statements or report.

5.5 Conflicts of interests

Although several members of the board of directors and the senior management have a financial interest in the Company through their direct and indirect holdings of shares in the Company, none of the members of the board of directors or the senior management of the Company has a private interest that may be in conflict with the interests of the Company.

Although there are currently no conflicts of interest, there is always a risk that conflicts of interest may come to arise between companies in which members of the board of directors and members of the senior management have duties, as described above, and the Company.

Other than as set out in the risk factor "*Conflicts of Interest*" above, no advisor or other person involved in the listing of the Bonds has a private interest that may be in conflict with the interests of the Company.

6 Overview of financial reporting and documents incorporated by reference

On 5 May 2014, the financial year of the Company was changed from 1 April – 31 March each year to 1 January – 31 December each year. The first effective period of the new financial year was for a period of nine months from 1 April – 31 December 2014. Subsequently, the financial year is for a period of one year and ending the 31 December each year.

The accounting principles applied in the preparation of the Company's financial statements are set out below and have been consistently applied to all the years presented, unless otherwise stated.

The financial information for the financial years ended 31 March 2014, 31 December 2014 and 31 December 2015 have been prepared in accordance with the International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board (IASB) and interpretations of International Financial Reporting Interpretations Committee (IFRIC).

The unaudited condensed consolidated financial statements for the twelve months ended 31 December 2016 have been prepared using accounting policies consistent with the IFRS and in accordance with International Accounting Standards (IAS) 34 Interim Financial Reporting.

The Company is considering to early adopt IFRS 9 for the financial year ending 31 December 2016. As a result of the work involved with the assessment of the early adoption of IFRS, there are unavoidable delays in the finalisation of certain of the Company's subsidiaries' audits for the financial year ended 31 December 2016. The Company has obtained approvals from all relevant authorities to approve its audited financial statement by 30 June 2017.

The Company's annual reports for the financial years ended 31 March 2014, 31 December 2014 and 31 December 2015, which have been audited by the Company's auditor, as well as the unaudited condensed consolidated financial statements for the twelve months ended 31 December 2016 have been approved by the board of directors and have been incorporated in this Prospectus by reference. The auditor's reports for the financial years ended 31 March 2014, 31 December 2014 and 31 December 2015 have been incorporated through the annual report for the financial years ended 31 March 2014, 31 December 2014 and 31 December 2015 by reference.

In this Prospectus the following documents are incorporated by reference. The documents have been made public and have been handed in to the Swedish Financial Supervisory Authority.

Reference	Document	Page
Financial information regarding the Group and the Group's business, as well as the auditor's report, for the financial year ended 31 March 2014	Bayport's consolidated annual report for financial year ended 31 March 2014	pp. 5–6 (Directors Report), p. 7 (Independent Auditors Report), p. 8 (Statements of Financial Position), p. 9 (Statements of Profit or Loss and Other Comprehensive Income), pp. 10–11 (Statements of Changes in Equity), p. 12 (Statements of Cash Flows) and pp. 23–55 (Notes to the Group Annual Financial Statements).
Financial information regarding	Bayport's consolidated	pp. 5–6 (Directors Report), p. 7

the Group and the Group's business, as well as the auditor's report, for the financial year ended 31 December 2014	annual report for financial year ended 31 December 2014	(Independent Auditors Report), p. 8 (Statements of Financial Position), p. 9 (Statements of Profit or Loss and Other Comprehensive Income), pp. 10–11 (Statements of Changes in Equity), p. 12 (Statements of Cash Flows) and pp. 23–58 (Notes to the Group Annual Financial Statements).
Financial information regarding the Group and the Group's business, as well as the auditor's report, for the financial year ended 31 December 2015	Bayport's consolidated annual report for financial year ended 31 December 2015	pp. 5–6 (Directors Report), p. 7 (Independent Auditors Report), p. 8 (Statements of Financial Position), p. 9 (Statements of Profit or Loss and Other Comprehensive Income), pp. 10–12 (Statements of Changes in Equity), p. 13 (Statements of Cash Flows) and pp. 25–67 (Notes to the Group Annual Financial Statements).
Unaudited Condensed Financial Statements for the twelve months ended 31 December 2016	Unaudited condensed consolidated financial statements for the twelve months ended 31 December 2016	p. 1 (Unaudited Condensed Consolidated Statement of Financial Position), p. 2 (Unaudited Condensed Consolidated Statement of Profit or Loss and Other Comprehensive Income), p. 3 (Unaudited Condensed Consolidated Statement of Changes in Equity), p. 4 (Unaudited Condensed Statement of Cash Flows), pp. 5–9 (Notes to the Unaudited Condensed Consolidated Financial Statements).

Investors should read all information which is incorporated by reference in this this Prospectus through this section 6. Information in the above listed documents which is not incorporated by reference is either deemed by the Company not to be relevant for investors in the Bonds or is covered elsewhere in this Prospectus. The above listed documents can be obtained in paper format at the Company's head office and are also available at the Company's web page, (www.bayportfinance.com).

7 Documents available for inspection

Copies of the following documents can be obtained from the Company in paper format, upon request, during the validity period of this Prospectus at the Company's head office:

- (i) the articles of association of the Company;
- (ii) all documents described above in section 6 "*Overview of financial reporting and documents incorporated by reference*" which – by reference – are a part of this Prospectus;
and
- (iii) historical financial information for the Company's subsidiaries for the two most recent financial years (where applicable).

8 Terms and Conditions for the Bonds

**TERMS AND CONDITIONS FOR
BAYPORT MANAGEMENT LIMITED
MAXIMUM SEK 800,000,000
14.00% SUBORDINATED BONDS
2014/2019**

ISIN SE0006451712

Issue date 17 November 2014

The distribution of this document and the private placement of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Company to inform themselves about, and to observe, such restrictions.

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and are subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States of America or to, or for the account or benefit of, U.S. persons.

TERMS AND CONDITIONS FOR
 BAYPORT MANAGEMENT LIMITED
 MAXIMUM SEK 800,000,000
 14.00% SUBORDINATED BONDS
 2014/2019
 ISIN SE0006451712

1 Definitions

For the purpose of these Terms and Conditions the following definitions shall apply:

- “Account Operator”** means a bank or other party duly authorised to operate as an account operator pursuant to the Swedish Financial Instruments Accounts Act (Sw. lag (1998:1479) om kontoföring av finansiella instrument) and through which a Holder has opened a Securities Account in respect of the Bonds;
- “Agent”** means the agent under these Terms and Conditions from time to time; initially CorpNordic Sweden AB, reg. no. 556625-5476, P.O. Box 16285, 103 25 Stockholm, Sweden;
- “Banking Day”** means a day (other than a Saturday or Sunday) on which banks are open for general business in Stockholm;
- “Bond”** means a debt instrument (Sw. *skuldförbindelser*) of the type set forth in Chapter 1 Section 3 of the Swedish Financial Instruments Accounts Act and which has been issued by the Company pursuant to these Terms and Conditions, including any Bond issued in a Subsequent Bond Issue;
- “Change of Control Event”** means the occurrence of an event whereby one or more persons, not being the present shareholders, acting together, acquire control over the Company and where **“control”** means (i) acquiring or controlling, directly or indirectly, more than fifty (50) per cent. of

the voting shares of the Company, or (ii) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the board of directors of the Company;

- “Company”** means Bayport Management Ltd, reg. no. 54787/C1/GBL, c/o DTOS Ltd, 10th Floor, Raffles Tower, 19 CyberCity, Ebene, Mauritius;
- “CSD”** means the Company’s central securities depository and registrar in respect of the Bonds from time to time, initially Euroclear;
- “Early Redemption Amount”** means
- (i) The Make Whole Amount if the early redemption date occurs before the First Redemption Date;
 - (ii) 104.00% of the Nominal Amount if the early redemption date occurs on or after the First Redemption Date up to (but excluding) the date falling 48 months after the Issue Date; and
 - (iii) 102.00% of the Nominal Amount if the early redemption date occurs on or after the date falling 48 months after the Issue Date up to (but excluding) the Final Redemption Date;
- “Euroclear”** means Euroclear Sweden AB, reg. no. 556112-8074, P.O. Box 191, 101 23 Stockholm, Sweden; the initial CSD of the Company;
- “Event of Default”** means any event which entitles the Agent to terminate the Bonds in accordance with Section 14;
- “Final Redemption Date”** means 17 November 2019;
- “First Redemption Date”** means 17 November 2017, or if such day is not a Banking Day, the next following Banking Day;

“Group Company”	means the Company and each of its Subsidiaries, and “Group” means the Company and all of its Subsidiaries from time to time;
“Holder”	means a person registered on a Securities Account as holder or otherwise entitled to receive payment in respect of a Bond;
“Interest Payment Date”	means 17 November each year (with the first Interest Payment Date on 17 November 2015 and the last Interest Payment Date on the Final Redemption Date);
“Interest Rate”	means fourteen (14.00) per cent. per annum;
“Issue Date”	means 17 November 2014;
“Issuing Agent”	means the Company’s issuing agent from time to time; initially ABG Sundal Collier Norge ASA, reg. no. 883 603 362, Munkedamsveien 45, 0250 Oslo, Norway;
“Make Whole Amount”	means <ul style="list-style-type: none"> (a) the present value on the relevant Record Date of 104.00% of the Nominal Amount as if such payment originally should have taken place on the First Redemption Date; and (b) the present value on the relevant Record Date of the remaining interest payments (excluding accrued but unpaid interest up to the relevant Redemption Date) up to and including the First Redemption Date; both calculated by using a discount rate of 50 basis points over the comparable Swedish Government Bond Rate (<i>i.e.</i> comparable to the remaining duration of the Bonds until the First Redemption Date);
“Material Group Company”	means the Company or a Subsidiary representing more than ten (10.00) per cent. of the total assets of the Company on a

	consolidated basis according to the latest Report;
“Nominal Amount”	has the meaning set forth in Section 2.1;
“Nasdaq Stockholm”	means the regulated market of NASDAQ OMX Stockholm Aktiebolag, reg. no. 556420-8394, 105 78 Stockholm, Sweden;
“Quarterly Reports”	means quarterly reports prepared consistently with the same accounting principles as the Company applies when it prepares its annual financial reports;
“Record Date”	means the fifth (5th) Banking Day prior to a payment date or, if at the relevant time another Banking Day is generally applied in the Swedish bond market as record date for such payment, such other Banking Day;
“Redemption Date”	means the Final Redemption Date or such earlier date that may be the case pursuant to the provisions in Sections 10, 11 and 14;
“Relevant Action”	has the meaning set forth in Section 15.1 (d);
“Relevant Entity”	means the Company if the Company has unsubordinated debt outstanding in an aggregate amount exceeding USD three million (3,000,000) which has not been declared due and payable prior to its specified maturity, and if not “Relevant Entity” shall be any Group Company in relation to Sections 14.1 (c), (d) and (e) and any Material Group Company in relation to Sections 14.1 (f) and (g);
“Securities Account”	means a securities account (Sw. <i>vp-konto</i>) according to the Swedish Financial Instruments Accounts Act in which each Holder’s holding of Bonds is registered;
“SEK”	means the lawful currency for the time being in the Kingdom of Sweden;
“Subsequent Bond Issue”	has the meaning set forth in Section 2.4;

“Subsidiaries”

means a subsidiary under Part I Section 3 of the Mauritian Companies Act (2001) (or under such other provision as may replace this provision);

“Swedish Government Bond Rate”

means the yield to maturity at the time of computation of direct obligations of Sweden, acting through the Swedish National Debt Office (a Swedish Government Bond; Sw. *statsobligation*) with a constant maturity (such yield to be the weekly average yield as officially compiled and published in the most recent financial statistics that has become publicly available at least two banking days (but not more than five banking days) prior to the redemption date (or, if such financial statistics are not so published or available, any publicly available source of similar market data selected by the Issuer in good faith)) most nearly equal to the period from the redemption date to the First Redemption Date; provided, however, that if the period from the redemption date to the First Redemption Date is not equal to the constant maturity of a direct obligation of Sweden, acting through the Swedish National Debt Office for which a weekly average yield is given, the Swedish Government Bond Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of direct obligations of Sweden, acting through the Swedish National Debt Office, for which such yields are given, except that if the period from such redemption date to the First Redemption Date is less than one year, the weekly average yield on actually traded direct obligations of Sweden, acting through the Swedish National Debt Office, adjusted to a constant maturity of one year shall be used;

- “USD” means the lawful currency for the time being in the United States of America; and
- “Voting List” has the meaning set forth in Section 16 (g).

2 The amount of the Bonds and undertaking to make payments

- 2.1 The aggregate amount of the bond loan will be an amount of up to SEK eight hundred million (800,000,000) and will be represented by Bonds, each of a nominal amount of SEK one million (1,000,000) or full multiples thereof (the “**Nominal Amount**”). The ISIN code for the Bonds is SE0006451712.
- 2.2 The minimum permissible investment amount in connection with the issuance of the Bonds is SEK one million (1,000,000).
- 2.3 The Company undertakes to repay the Bonds, to pay interest and to otherwise act in accordance and comply with these Terms and Conditions.
- 2.4 The Company may choose not to issue the full amount of Bonds on the Issue Date and may in such case, provided that no Event of Default is continuing or would result from such issue, choose to issue the remaining amount of Bonds at one or more subsequent dates (“**Subsequent Bond Issue**”). The price of Bonds issued in a Subsequent Bond Issue may be set at a discount or at a higher price than the Nominal Amount and shall, for the avoidance of doubt, have the same ISIN, Interest Rate, Nominal Amount, Final Redemption Date and other rights as Bonds issued on the Issue Date.
- 2.5 The purpose of the bond loan is general corporate purposes, including acquisitions.

3 Status

The Bonds constitute direct, general, unconditional, subordinated and unsecured obligations of the Company and shall at all times rank *pari passu* without any preference among themselves.

4 Subordination

- 4.1 In the event of liquidation or insolvency of the Company, the Bonds will not be paid out of the Company’s assets until all of the Company’s unsubordinated debts have been paid in full. However, the Bonds shall rank *pari passu* with other outstanding subordinated debts, which are not explicitly subordinated to the Bonds.
- 4.2 The Company reserves the right to issue additional subordinated debt and in doing so provide that such subordinated debt shall rank *pari passu* with the Bonds.

5 The Bonds and transferability

- 5.1** Each Holder is bound by these Terms and Conditions without there being any further actions required to be taken or formalities to be complied with.
- 5.2** The Bonds are freely transferable. All Bond transfers are subject to the terms of these Terms and Conditions and these Terms and Conditions are automatically applicable in relation to all Bond transferees upon completed transfer.
- 5.3** Holders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable from time to time under local laws to which a Holder may be subject (due *e.g.* to its nationality, its residency, its registered address or its place(s) for doing business). Each Holder must ensure compliance with local laws and regulations applicable at own cost and expense.
- 5.4** The Bonds have not been registered under the US Securities Act and the Company is under no obligation to arrange for registration of the Bonds under the US Securities Act or under any other law or regulation.

6 Interest

The Bonds will bear interest at the Interest Rate applied to the Nominal Amount from, but excluding, the Issue Date up to, and including, the Redemption Date. Any Bond issued in a Subsequent Bond Issue will, however, bear interest at the Interest Rate applied to the Nominal Amount from, but excluding, the Interest Payment Date falling immediately prior to its issuance up to, and including, the Redemption Date. The interest will be paid in arrears on each Interest Payment Date and shall be calculated on a 30/360-days basis.

7 Bonds in electronic book-entry form

- 7.1** The Bonds will be issued in accordance with the Financial Instruments Accounts Act in electronic book-entry form and will be registered on behalf of the Holders on a Securities Account. No physical notes will be issued. Registration requests relating to the Bonds shall be directed to an Account Operator. Those who, according to assignment, pledge, the provisions of the Swedish Children and Parents Code (Sw. *Föräldrabalken 1949:381*), conditions of will or deed of gift or otherwise have acquired a right to receive payments in respect of a Bond shall register their entitlement to receive payment in accordance with the Swedish Financial Instruments Accounts Act.
- 7.2** The Company shall be entitled to obtain information from the register kept by the CSD in respect of the Bonds (Sw. *skuldbok*). At the request of the Agent or the Issuing Agent, the Company shall request and provide such information to the Agent or the Issuing Agent or provide the Agent or the Issuing Agent with a power of attorney to obtain the relevant information.

8 Redemption of the Bonds and payments

8.1 Redemption at maturity

The Company shall redeem all outstanding Bonds at the Nominal Amount on the Final Redemption Date. Payment of the Nominal Amount and interest will be made to the person who is a Holder on the Record Date.

8.2 Payments of principal and interest

If a Holder has registered, through an Account Operator, that capital and interest shall be paid to a designated bank account, such payment will be effected by the CSD on the relevant payment date. In other cases, payments will be transferred by the CSD to the Holder at the address registered with the CSD on the Record Date. If a day on which an amount becomes due and payable is not a Banking Day the amount will be deposited or transferred the next following Banking Day. However, interest only accrues up to and including the relevant due date.

Should the CSD, due to a delay on behalf of the Company or some other obstacle, not be able to effect the payment of amounts according to the aforesaid, the CSD will pay such amount to the Holders as soon as possible after such obstacle has been removed. Payment will be made to the person registered as Holder on the Record Date immediately preceding the actual payment date.

If a person to whom payment has been made in accordance with the above was not entitled to receive such payment, the Company and the CSD shall nevertheless be deemed to have fulfilled their obligations, provided that the Company and/or the CSD did not have knowledge that such payment was made to a person not entitled to receive such amount and provided that the Company and/or the CSD acted with normal care.

9 Default interest

9.1 If the Company fails to pay any amount due under these Terms and Conditions, the Company shall pay default interest on such amount at a rate corresponding to the Interest Rate plus five (5.00) per cent., from, but excluding, the date such payment was due up to and including the date of actual payment. Accrued default interest shall not be capitalized.

9.2 If the delay is due to an existence of an obstacle for the Company, the Agent, the CSD or the Issuing Agent respectively, as set out in Section 23.1, the default interest shall not exceed the relevant Interest Rate.

10 Early redemption by request of the Company

10.1 All Bonds, but not only some, can be redeemed early at the option of the Company on any Banking Day (provided that the Company's maximum SEK 700,000,000 13% bonds 2010/2015 (ISIN SE0003617216) have been redeemed in full or that the special undertaking in Section 10.1 (f) of the terms and conditions for those bonds has been waived by the bondholders). The Company can exercise its option by giving the Holders not less than thirty (30) days' notice in accordance with Section 21. The notice shall be irrevocable and state the date of early redemption and the relevant Record Date.

10.2 The Bonds shall be redeemed at the Early Redemption Amount together with accrued interest in accordance with Section 6 from, but excluding, the preceding Interest Payment Date up to, and including, the date of early redemption.

11 Mandatory Early Redemption due to a Change of Control Event

If a Change of Control Event occurs without consent of Holders representing at least fifty (50) per cent. of the total outstanding Nominal Amount represented at a Holders' meeting or a procedure in writing pursuant to Section 16, the Company shall redeem all Bonds at the Early Redemption Amount together with accrued but unpaid interest. The redemption shall occur within twenty (20) Banking Days from the Change of Control Event. The Company shall give notice in accordance with Section 21 to the Agent and the Holders of the Change of Control Event at the latest immediately after its occurrence, which notice shall also state the date of early redemption and the relevant Record Date.

12 The Company's and the other Group Companies' purchase of Bonds

12.1 The Company and any of the other Group Companies may at any time purchase Bonds on the market or in any other way. The Bonds held by the Company or any of the other Group Companies, or surrendered by any of the other Group Companies, to the Company may at the Company's or any of the other Group Companies' discretion, as applicable, be retained or sold or, if held by the Company, be cancelled.

12.2 Bonds held by the Company and by any of the other Group Companies will cease to carry the right to attend and vote at the Holder's meetings and will not be taken into account, *inter alia*, for the purposes of Section 15.

13 Special undertakings

13.1 So long as any Bonds remain outstanding, the Company undertakes:

- (a) to ensure (i) that the Bonds are listed at the corporate bond list on Nasdaq Stockholm not later than sixty (60) calendar days after Issue Date (whereas the intention of the Company is to list the Bonds at the corporate bond list on Nasdaq Stockholm within thirty (30) calendar days after Issue Date) and to take all measures required to ensure that the Bonds continue being listed on Nasdaq Stockholm for as long as any Bonds are outstanding (however, taking into account the rules and regulations of Nasdaq Stockholm and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds) and (ii) that, upon any Subsequent Bond Issue, the volume of Bonds listed at the corporate bond list on Nasdaq Stockholm promptly, and not later than ten (10) Banking Days after the relevant issue date, is increased accordingly; and
- (b) to prepare and publish Quarterly Reports not later than two (2) months after the end of the relevant quarter. When the Bonds are listed, the Quarterly Report shall be published in accordance with the applicable rules and regulations of Nasdaq Stockholm (as amended from time to time) and the Swedish Securities Market Act (*Sw. lag (2007:528) om värdepappersmarknaden*).

13.2 The Agent is entitled to, on behalf of the Holders, waive, partly or in full, the provisions in Section 13.1 if satisfactory collateral or other security arrangements, in the Agent's absolute discretion, are provided in respect of the Company's proper discharge of its obligations under the Bonds.

14 Acceleration of the Bonds

14.1 The Agent is entitled, on behalf of the Holders, to terminate the Bonds and to declare all but not only some of the Bonds due for payment immediately or at such later date as the Agent determines (such later date not being a date falling later than twenty (20) Banking Days from the date on which the Agent made such declaration), if:

- (a) the Company fails to pay an amount on the date it is due in accordance with these Terms and Conditions unless its failure to pay is due to an existence of an obstacle for the Company as set out in Section 23.1 or payment is made within five (5) Banking Days of the due date;
- (b) the Company does not comply with these Terms and Conditions in any other way than as set out in Section 14.1 (a), provided that the Agent has requested the Company in writing to remedy such failure and the Company has not remedied such failure within twenty five (25) Banking Days from such request (if in the opinion of the Agent, the

failure or violation is not capable of being remedied, the Agent may declare the Bonds payable without such prior direction);

- (c) any Relevant Entity does not pay on the due date any amount payable pursuant to any loan and/or any other financial indebtedness, exceeding USD three million (3,000,000), taken up by that Relevant Entity, if the total loan is declared, or could have been declared, due and payable prior to its specified maturity as a result of the defaulted payment, or, if the agreement does not contain a termination clause or if the defaulted payment would have been the final payment, if payment is not made within fifteen (15) calendar days after receiving a written, justified, demand from the creditor, but always provided that the creditor has not waived its right of payment, or an event of default howsoever described (or any event which with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition or any combination of the foregoing would constitute such an event of default) occurs under any loan and/or any other financial indebtedness of the Relevant Entity, exceeding USD three million (3,000,000);
- (d) any Relevant Entity, within thirty (30) calendar days after receiving a written, justified, demand, does not fulfil its obligations according to any personal security (Sw. *borgen*) or guarantee provided as security for any other persons loan or if it does not fulfil its commitment to remunerate someone for what that person has paid pursuant to a personal security or guarantee, provided that such obligation or commitment exceeds USD three million (3,000,000) and the creditor has not waived its right of payment;
- (e) any Relevant Entity suspends its payments on any of its debts;
- (f) any Relevant Entity is declared bankrupt;
- (g) any Relevant Entity takes any corporate action or if other steps are taken or legal proceedings are started (other than proceedings which are being disputed in good faith by appropriate legal proceedings and are withdrawn or struck out or dismissed within thirty (30) calendar days) by any person for such Relevant Entity's winding-up, dissolution, administration or re-organisation or for the appointment of a liquidator, provisional liquidator, receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues and assets or any execution or diligence is levied against all or a material (as determined by the Agent in its reasonable discretion) part of its revenues and assets; or

- (h) a decision is made that any Material Group Company shall be merged and/or demerged into a company which is not a Group Company, unless the Agent has given its consent (not to be unreasonably withheld or delayed) in writing prior to the merger and/or demerger (where consent is not to be understood as a waiver of the rights that applicable law at the time assigns the concerned creditors). Such consent shall only be given if an accountant, engaged in accordance with Section 18.2 (e), has assured that the merger or demerger, as applicable, will not adversely affect the Holders' interest.
- 14.2** If the Bonds are declared due and payable, the Company shall redeem the Bonds at a redemption amount equal to the Bonds' Nominal Amount plus the accrued interest, if any, pursuant to Section 6 from, but excluding, the preceding Interest Payment Date (or, if such date has not occurred, the Issue Date), up to and including the payment date.
- 14.3** Termination for payment prematurely on the grounds mentioned in Sections 14.1 (b), (c) or (d) or, regarding any of the Companies Subsidiaries, on the grounds mentioned in Sections 14.1 (e), (f), (g) and (h) may however only occur if the nature of the particular circumstance is such that it could adversely and materially affect the Holders' interests and that the cause of termination is continuing at the time of the Agent's declaration.
- 14.4** If the right to termination is based upon a decision of a court of law, a government authority or an annual general meeting, it is not necessary that the decision has acquired legal force or that the period of appeal has expired in order for cause of termination to be deemed to exist.
- 14.5** The Company is obliged to inform the Agent immediately if any circumstance of the type specified in Section 14.1 should occur. Should the Agent not receive such information, the Agent is entitled to assume that no such circumstance exists or can be expected to occur provided that the Agent does not have knowledge of such circumstance. At the request of the Agent the Company shall within five (5) Banking Days provide the Agent with a certificate regarding the circumstances dealt with in Section 14.1. The Company shall further provide the Agent with such details as the Agent may request regarding any circumstances referred to in Section 14.1 and provide at the request of the Agent all documents that may be of significance in the application of this Section 14.
- 14.6** The Company is only obliged to inform the Agent according to Section 14.5 if informing the Agent would not conflict with any statute or, when the Bonds are listed, the Company's registration contract with Nasdaq Stockholm.

- 14.7** If the Agent has been notified by the Company or has otherwise determined that there is a default under these Terms and Conditions according to Section 14.1, the Agent shall decide, within ten (10) Banking Days of the day of notification or determination, if the Bonds shall be declared terminated. If the Agent has decided not to terminate the Bonds, the Agent shall, at the earliest possible date, notify the Holders that right to termination is at hand and obtain judgement on the matter from the Holders according to the provisions in Section 14. If the Holders decide for termination to occur, the Agent shall promptly declare the Bonds terminated. If the cause for termination according to the Agent's appraisal has ceased before the termination, the Agent shall not be obliged to terminate the Bonds. The Agent shall in such case, at the earliest possible date, notify the Holders that the cause for termination has ceased. If the Holders, without prior initiative to decision from the Agent or the Company, have made a decision regarding termination in accordance with Section 15, the Agent shall promptly declare the Bonds terminated. The Agent is however not liable to take action if the Agent considers cause for termination not to be at hand, unless the instructing Holders in writing commit to holding the Agent indemnified and, at the Agent's own discretion, grant sufficient security for the obligation.
- 14.8** For the avoidance of doubt, the Bonds cannot be terminated and become due for payment prematurely according to this Section 14 without relevant decision by the Agent or by the Holders' meeting pursuant to Section 16.

15 The Agent

15.1 The Agent's right to represent the Holders

- (a) Even without a separate authorisation from the Holders and without having to obtain any Holders' consent (if not required to do so under these Terms and Conditions), the Agent, or a person appointed by the Agent, is entitled to represent the Holders in every matter concerning the Bonds and these Terms and Conditions and is authorised to act on behalf of the Holders whether or not in court or before an executive authority (including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Bonds).
- (b) Each Holder shall immediately upon request by the Agent provide the Agent with any such documents, including a written power of attorney (in form and substance to the Agent's satisfaction), which the Agent deems necessary for the purpose of carrying out its duties under these Terms and Conditions. The Agent is under no obligation to represent a Holder which does not comply with such request of the Agent.

- (c) Other than to the extent expressly provided for under these Terms and Conditions, no Holder may take any actions whatsoever on its own against the Company in matters relating to the Bonds and these Terms and Conditions. Further, no Holder may take any legal steps whatsoever to recover any amount due or owing to it pursuant to these Terms and Conditions, or file an application for, or otherwise take any legal steps in respect of, the winding-up, bankruptcy, or liquidation of the Company or the making of an administration order in relation to the Company or the service of a notice of intention to appoint an administrator in relation to the Company in respect of any of the liabilities of the Company whatsoever under these Terms and Conditions, other than to the extent expressly permitted under these Terms and Conditions.
- (d) Notwithstanding Section 15.1 (c) above and without having to observe the provisions in Section 14.8 and 15.1, the Holders may jointly (i) take actions to enforce their rights under these Terms and Conditions against the Company if the Agent does not have legal right (Sw. *talerätt*) to bring an action or initiate a procedure under or in connection with these Terms and Conditions before any courts or other authorities and if the Agent has not been granted a power of attorney to do so, (ii) take any actions which the Agent has refrained from taking if the Agent has been instructed in accordance with these Terms and Conditions to take such actions and the Agent has refrained from taking the actions within a reasonable time in breach of these Terms and Conditions, and (iii) represent their own holdings of Bonds against the Company if the Agent has notified the Holders that it will not take further actions in accordance with Section 15.4 ((i), (ii) and (iii) are together and individually referred to as a “**Relevant Action**”). However, any Relevant Action may only be taken after a Holders’ meeting has decided to take such action. The Holders’ meeting shall be convened in accordance with these Terms and Conditions. However, a Holders’ meeting pursuant to this Section can be convened by the Agent (or by a Holder in accordance with Section 16 (k)) irrespective of whether the requesting Holders represents ten (10) per cent. of the total outstanding Nominal Amount or not. Further, a resolution at a Holders’ meeting in accordance with this Section may be passed with simple majority.

15.2 The role and authority of the Agent

- (a) The Agent shall monitor the compliance by the Company of its obligations under these Terms and Conditions. The Agent shall further arrange any Holders’ meetings that shall be held in accordance with

Section 16 and implement any decisions which have been taken on such meetings or otherwise under these Terms and Conditions. The Agent is not obligated to assess the Company's financial situation beyond what is directly set forth in these Terms and Conditions. The Agent shall carry out its duties under these Terms and Conditions in a reasonable, proficient and professional manner and with reasonable care and skill.

- (b) In performing its obligations, the Agent has a right to take any steps that it, in its sole discretion, deems necessary or appropriate to ensure and preserve the rights of the Holders under these Terms and Conditions, but does not have a right to adopt resolutions which give certain Holders, or any other persons, an unreasonable advantage at the expense of another Holder or Holders. The Agent may, in its sole discretion, postpone taking any action until the matter has been decided upon at a Holders' meeting.
- (c) The Agent may act as agent for several bond issues relating to the Company notwithstanding potential conflicts of interest. The Agent may delegate exercise of its powers to other professional parties.
- (d) For the avoidance of any doubt, the Agent is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality. Further, the obligations of the Agent do not limit the Agent's right to discuss matters with the Company that are confidential in nature and which are not made public to the Holders.
- (e) The Agent may engage, pay for and rely upon the advice or services of any lawyers, accountants or other experts where such advice or services are reasonably required to fulfil its obligations under these Terms and Conditions. The costs for such third party advice shall be borne by the Company. The Agent is however obliged to always inform the Company prior to engaging any third party experts.

15.3 Replacement of Agent and Issuing Agent

- (a) The Agent and the Issuing Agent can be replaced by another Agent and/or Issuing Agent by the Holders in accordance with the procedures set out in Section 16.
- (b) The Agent may resign as agent and/or transfer its position as agent at any time, provided that no resignation by the Agent shall take effect until a new Agent has been appointed by the Company. If the Company has not appointed a new Agent within thirty (30) calendar days after the Agent has given the Company notice of its resignation, the Agent has

the right to appoint a new Agent. Until the resigning Agent has been replaced by a new Agent, the resigning Agent shall perform all its obligations under these Terms and Conditions. When a new Agent has been appointed, the resigning Agent shall bear no responsibility for acts or omissions during the time after the replacement of the Agent but shall continue to enjoy the rights under these Terms and Conditions. The Agent's successor, the Company, the Issuing Agent and the Holders shall have the same rights and obligations among themselves as they would have had if such successor would have been the original Agent.

- (c) The Issuing Agent may resign as issuing agent and/or transfer its position as issuing agent at any time, provided that no resignation by the Issuing Agent shall take effect until a new Issuing Agent has been appointed by the Company. If the Company has not appointed a new Issuing Agent within thirty (30) calendar days after the Issuing Agent has given the Company notice of its resignation, the Issuing Agent has the right to appoint a new Issuing Agent. Until the resigning Issuing Agent has been replaced by the new Issuing Agent, the resigning Issuing Agent shall perform all its obligations under these Terms and Conditions. When a new Issuing Agent has been appointed, the resigning Issuing Agent shall bear no responsibility for acts or omissions during the time after the replacement of the Issuing Agent but shall continue to enjoy the rights under these Terms and Conditions. The Issuing Agent's successor, the Company, the Agent and the Holders shall have the same rights and obligations among themselves as they would have had if such successor would have been the original Issuing Agent.
- (d) If the Agent or the Issuing Agent is subject to bankruptcy or financial reconstruction according to law or regulations from a supervising authority, the Company shall immediately appoint a new Agent or Issuing Agent which immediately shall replace the present Agent or Issuing Agent as Agent or Issuing Agent in accordance with these Terms and Conditions.
- (e) The Company may also appoint a new Agent or Issuing Agent which immediately shall replace the present Agent or Issuing Agent, if the Agent or Issuing Agent has, in a material way, failed to fulfil its obligations under these Terms and Conditions and does not, within a reasonable time, remedy such failure after the Company has made the Agent or the Issuing Agent aware thereof. If a new Agent is appointed, the Company may recover all costs, remuneration, fees and expenses

payable by the Company in relation to the new Agent under Sections 15.4 and 17 from the replaced Agent, provided that such costs, remuneration, fees and expenses exceed the costs, remuneration, fees and expenses that would have been payable if the Agent had not been replaced.

- (f) If the Agent or the Issuing Agent have resigned or been replaced in accordance with Sections 15.3 (a)–(e), the Agent and the Issuing Agent shall deliver all documents and provide all information to the new Agent or Issuing Agent that are necessary for them to perform their obligations under these Terms and Conditions.

15.4 Remuneration for the Agent

The Agent is, according to a separate agreement between the Company and the Agent, entitled to receive remuneration from the Company for acting as Agent in accordance with these Terms and Conditions. If the Agent, based on good reasons, believes that the Company is or will become insolvent the Agent is entitled to reserve reasonable remuneration from the Holders for its continued work in accordance with these Terms and Conditions, save that the Agent shall make the arrangements stated in Section 14.7 without having received remuneration or being indemnified by the Holders.

16 Holders' meeting and procedure in writing

- (a) Each of the Company, the Agent and Holders representing at least ten (10) per cent. of the total outstanding Nominal Amount, may request that a Holders' meeting is convened or request a procedure in writing among the Holders. Such request shall be made in writing, and notified in accordance with Section 21, to the Company and the Agent including (i) information regarding the issues that shall be decided and, where applicable, (ii) documentation of the holding of Bonds of the requesting Holders. The request shall clearly state that the matter is urgent. If the Agent establishes that a request for a Holders' meeting or procedure in writing has been made in due order the Agent shall, within twenty (20) Banking Days from receipt of such request, convene a meeting or initiate a procedure in writing. The Agent must not convene a Holders' meeting or initiate a procedure if the Agent determines that (i) the proposal must be approved by the Company and the Company informs the Agent that it will not give such approval, (ii) the proposal is not in accordance with applicable laws, or (iii) it appears highly unlikely that the Holders' meeting or procedure in writing will decide in accordance with the proposal in view of previous Holders' meetings or procedures in writing.

- (b) Notice shall be given by the Agent to the Holders or, as the case may be, the Company in accordance with Section 21 below not later than ten (10) Banking Days and not earlier than thirty (30) Banking Days prior to the Holders' meeting or the last day for replies in the procedure in writing. The notice shall include (i) time for the Holders' meeting or the last day for replies in the procedure in writing, (ii) place for the Holders' meeting or the address for replies, (iii) the agenda for the Holders' meeting, (iv) information regarding which day a Holder shall be registered as owner to be entitled to vote, and (v) what is otherwise required by a Holder in order to attend the Holders' meeting. Further, the notice shall include information on the matters that shall be discussed and resolved upon by the Holders' meeting and the main content of each proposal (if any). The Agent shall determine the contents in the notice and provide, in writing or electronically, a proxy form or, in case of a procedure in writing, a decision form with the relevant alternatives for resolution. When the Bonds have been listed, the notice shall also be sent to Nasdaq Stockholm for publication.
- (c) Only Holders registered as Holders on the fifth (5th) Banking Day prior to the Holders' meeting (or the procedure in writing) are entitled to vote at the Holders' meeting (or procedure in writing). The Agent shall ensure that there is an excerpt from the register kept by the CSD available at the Holders' meeting (or the procedure in writing) showing the registered Holders on the fifth (5th) Banking Day prior to the Holders' meeting (or the procedure in writing).
- (d) Only matters that have been included in the notice sent out according to Section 16 (b) may be resolved upon by the Holders' meeting. A resolution is passed through voting at a Holders' meeting (or, in case of a procedure in writing, through calculation by the Agent of the replies), at which each Holder entitled to vote shall have one vote per Bond at a Nominal Amount of SEK one million (1,000,000) held. A Holder must vote in the same manner for all Bonds held. However, a representative who represents different Holders may vote differently for different Holders. Bonds held by any Group Company shall not entitle any voting right. The resolution of the Holders shall be the opinion which represents the majority of the Nominal Amount for the Bonds represented at the meeting (or, in case of a procedure in writing, received answers at the end of the time for replies). In respect of the below issues the following qualified majority is required among the votes casted and the answers received in order to deem a resolution passed ("**Qualified Majority**"):

- (i) two-thirds (2/3) when (1) one of the situations from a special undertaking in accordance with Section 13 is waived, and (2) an amendment of a provision in these Terms and Conditions is made, subject to (ii) below; and
- (ii) three-quarters (3/4) when (1) principal amount, interest rate or interest amount which shall be paid by the Company is reduced, (2) amendment of any redemption day for principal or interest amount, and (3) amendment of the provisions in this Section 16 (d).

If the number of votes are equal the opinion which is most beneficial for the Company, according to the chairman of the meeting (or, in case of a procedure in writing, the Agent), will prevail.

- (e) Quorum exists only if Holders representing at least twenty (20) per cent. of the total outstanding Nominal Amount attend the meeting in due order (or, in case of a procedure in writing, provide replies). Bonds held by any Group Company shall not be considered when calculating if necessary majority has been achieved. If quorum is not achieved within fifteen (15) minutes from the fixed time (or, in case of a procedure in writing, through received answers at the end of the time for replies), the meeting shall be adjourned (or, in case of a procedure in writing, the time for replies shall be extended) to the tenth Banking Day thereafter. Notice containing information regarding time and place for a continued meeting (or, in case of a procedure in writing, information regarding extended time for replies) shall promptly be provided to the Holders in accordance with Section 21. At a continued meeting (or, in case of a procedure in writing, at a new calculation) a resolution can be passed through an ordinary resolution (or, if required in accordance with (d) above, through Qualified Majority) by Holders entitled to vote irrespective of the share of Bonds represented.
- (f) At the meeting, the Company, the Holders (or the Holders' representatives/proxies) and the Agent may attend along with its representatives, counsels and assistants. Further, the directors of the boards, the managing directors and other officials of the Company and the Company's auditors may attend the meeting. The meeting may decide that further individuals may attend. If a representative/proxy shall attend the Holders' meeting instead of the Holder, the representative/proxy shall present a duly executed proxy or other document establishing its authority to represent the Holder.

- (g) The meeting shall be opened by a present person appointed by the Company (or, if such person does not exist, a present person appointed by the Agent) and the meeting shall be chaired by that person until a chairman of the meeting has been elected by the meeting. The chairman shall prepare a list of the Holders and representatives/proxies present and entitled to vote (the “**Voting List**”). The list shall include information on the Nominal Amount that each Holder (or, as the case may be, representatives/proxies) represents. The chairman shall further arrange for minutes to be kept at the meeting. The minutes shall include the Voting List (which shall be approved by the Holders’ meeting), any other persons that have been attending, what has been discussed, the result of the voting and the resolutions that were passed. The minutes shall be signed by the chairman and by at least one person appointed by the meeting to verify the minutes. In case of a procedure in writing, the Agent shall provide for the calculation of votes and keep minutes in respect of the calculation of votes and the resolutions passed by the procedure in writing. The Agent may request for complements and clarifications but is not obliged to do so and may disregard any unclear or illegible votes. The Agent shall disregard any answers that do not follow listed alternatives or where voting right does not appear in the documentation provided by the Holder or CSD. The Company may be represented at the calculation. The minutes shall be completed promptly and be held available for the Holders at the Company and the Agent.
- (h) If the Company and the Agent deem it appropriate, a Holders’ meeting may be combined with a possibility for Holders to provide answers in accordance with a written resolution form as an alternative to being present or being represented at the Holders’ meeting.
- (i) If a procedure in writing is held among the Holders, the Holders can provide answers and vote electronically by sending an email to the Agent at the address notified by the Agent in the notice which shall be sent to the Holders according to Section 16 (b). For the avoidance of doubt, electronic answers that do not follow listed alternatives (in a decision form or otherwise) will be disregarded in accordance with Section 16 (g).
- (j) A resolution that has been passed at a duly convened and held meeting or a procedure in writing is binding for all Holders irrespective of whether they have been present or represented at the meeting or if they have participated in the procedure in writing and irrespective of how and if they have voted. No Holder shall be liable for any damages

caused to any other Holder due to a resolution passed, or due to that no resolution was passed, at the Holders' meeting.

- (k) If the Agent, in breach of these Terms and Conditions, has not convened a Holders' meeting within twenty (20) Banking Days after having received such request, the requesting person may convene the Holders' meeting itself. If the requesting person is a Holder, the Company shall upon request from such Holder provide the Holder with necessary information from the register kept by the CSD and, if no person referred to in Section 16 (g) exist, the meeting shall be opened by a person appointed by the requesting Holder.
- (l) When applying this Section 16, holders of Bonds registered with nominees in accordance with Section 22 shall be considered Holders instead of the authorised nominee if the holder shows a certificate from the authorised nominee (i) certifying that the relevant person was the holder of Bonds on the fifth (5th) Banking Day prior to the Holders' meeting (or procedure in writing), and (ii) showing the number of Bonds held by that person on the fifth (5th) Banking Day prior to the Holders' meeting (or the procedure in writing). In respect of Bonds registered with authorised nominees, the authorised nominee shall be regarded as present at the Holders' meeting (or the procedure in writing) with the number of Bonds that the nominee represents as Holder according to Section 22 and this Section 16 (l).
- (m) The Company shall bear all costs for the Company and the Agent in connection with a Holders' meeting or a procedure in writing irrespective of who has requested the meeting or the procedure in writing. If these Terms and Conditions have been revised or replaced due to a decision on a Holders' meeting, the Agent, or anyone acting on behalf of the Agent, shall arrange for new or revised Terms and Conditions to be sent to the CSD.

17 Fees and expenses

17.1 Unless otherwise stipulated in these Terms and Conditions, the Company shall cover all costs and expenses incurred by it in connection with these Terms and Conditions (including legal costs) and the fulfilment of its obligations under these Terms and Conditions, including the negotiation, preparation, execution and enforcement of these Terms and Conditions and any registration or notifications relating thereto (including any stamp duty) and the listing of the Bonds on Nasdaq Stockholm.

17.2 The fees and expenses payable to the Agent shall be paid by the Company and are set forth in a separate agreement between the Company and the Agent.

17.3 Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Holders, unless otherwise provided by law or regulation, and the Company is not responsible for reimbursing any such fees.

17.4 Except as provided in Section 17.1, the Company shall pay any stamp duty and other public fees accruing in connection with the issuance of the Bonds and shall deduct at source any applicable withholding tax payable which the Company is obligated to withhold pursuant to law.

18 Amendments of the Terms and Conditions

18.1 The Agent may, on account of the Holders, agree with the Company to amend these Terms and Conditions as long as such amendment does not limit the obligation of the Company to pay amounts of principal or interest or in any other way, to the Agents discretion, may materially adversely affect the interests of the Holders or that such amendment is solely made in purpose to rectify obvious errors and mistakes in these Terms and Conditions. Subject to decisions of the Holders in accordance with Section 15, the Agent may also agree with the Company regarding other amendments.

18.2 The Agent may also, on account of the Holders, agree with the Company to make necessary amendments to these Terms and Conditions to the extent such amendments are required by applicable law, court rulings or decisions by relevant authorities or, when the Bond are listed on Nasdaq Stockholm, and as long as such amendments do not materially adversely affect the interests of the Holders, to ensure that they comply with any requirements for listing.

18.3 Amendments of these Terms and Conditions shall be notified without delay by the Company in accordance with Section 21, setting out the date from which the amendments will be effective.

19 Time-bar

19.1 The right to receive payment of the Nominal Amount shall be time-barred and become void ten (10) years from the relevant Redemption Date. The right to receive payment of interest shall be time-barred and become void three (3) years from the relevant due date for payment. The Company is entitled to any funds set aside for payments in respect of which the Holders right to receive payment have been time-barred and become void.

19.2 If such periods for limitation are duly interrupted, in accordance with the Swedish Act on Limitations (Sw. *preskriptionslag (1981:130)*), a new time-bar period of ten (10) years with respect to the Nominal Amount, and of three (3) years with respect to interest payments will commence, in both cases

calculated from the date of interruption of the time-bar period as such date is determined pursuant to the provisions of the Swedish Act on Limitations.

20 Allocation of payments

If both the Nominal Amount and interest are due for payment and if the available funds are insufficient to discharge all the amounts due and payable, the available funds shall first be applied towards payment of all fees, costs and expenses, secondly towards payment of interest and thirdly towards payment of the Nominal Amount.

21 Notices

21.1 Notices from the Company or the Agent shall be given in English to the Holders at their addresses as registered with the CSD. Notices to the Holders shall be considered to be received by the Holders three (3) Banking Days after they have been dispatched.

21.2 Notices from the Holders to the Company or the Agent shall be given in English to the Company or the Agent as the case may be and, if to the Company, with a copy to the Agent, at the addresses set forth in Section 1.

22 Nominee registration

In respect of Bonds registered with authorised nominees in accordance with the Swedish Financial Instruments Accounts Act the authorised nominee shall be deemed to be the Holder for the purpose of applying these Terms and Conditions (subject to the provisions about the voting rights of the Holders in Section 15).

23 Limitation of liability etc.

23.1 The Company, the Agent, the CSD and the Issuing Agent shall have no liability for damage caused by Swedish or foreign enactment, action taken by a Swedish or foreign authority, war, strike, blockade, boycott, lockout or other similar circumstance. This limitation of liability in the case of a strike, blockade, boycott or lockout also applies if the Company, the Agent, the CSD or the Issuing Agent would itself initiate or become subject to such conflict.

23.2 The Agent, the CSD and the Issuing Agent, or any affiliates to the Agent, the CSD and the Issuing Agent, shall not be liable for damage caused in any other event unless the damage is caused by gross negligence or wilful misconduct. In no event shall the Agent, the CSD and the Issuing Agent, or any affiliates to the Agent, the CSD and the Issuing Agent, be liable for indirect damage.

- 23.3** Should the Company, the Agent, the CSD or the Issuing Agent be prevented from performing their respective obligations due to any of the circumstances mentioned in Section 23.1 above, such performance may be postponed until fulfilment is no longer prevented by such event.
- 23.4** The provisions in this Section 23 apply unless they are inconsistent with the provisions of the Swedish Financial Instruments Accounts Act which provisions shall take precedence.
- 24** **Governing law and jurisdiction**
- 24.1** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Sweden.
- 24.2** Any dispute or claim arising in relation to these Terms and Conditions shall, subject to Section 24.3 below, be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.
- 24.3** The submission to the jurisdiction of the Swedish courts shall not limit the right of the Holders and the Agent to take proceedings against the Company in any court which may otherwise exercise jurisdiction over the Company or any of its assets.
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9 Addresses

Company and issuer

Bayport Management Ltd
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 10th Floor, Standard Chartered Tower
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