



Azerion Group N.V.

EUR 165,000,000 Senior Secured Callable Floating Rate Bonds due 2026

ISIN: NO0013017657

Sole Bookrunner



Prospectus dated 8 December 2023 and valid up until and including the earlier of (i) the date on which the Bonds are admitted to trading on the corporate bond list on Nasdaq Stockholm (which is expected to take place on or about 14 December 2023) and (ii) 8 December 2024. The Issuer's obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when this Prospectus is no longer valid.

IMPORTANT NOTICE:

This prospectus (the "**Prospectus**") has been prepared by Azerion Group N.V. (the "**Issuer**", or the "**Company**" or together with its direct and indirect subsidiaries unless otherwise indicated by the context, the "**Group**"), a public limited company (*naamloze vennootschap*) incorporated in the Netherlands, having its headquarters located at the address, Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands, with reg. no. 81697244, in relation to the application for the listing of the senior secured floating rate bonds denominated in EUR (the "**Bonds**") on the corporate bond list on Nasdaq Stockholm Aktiebolag, reg. no. 556420-8394 ("**Nasdaq Stockholm**"). Pareto Securities AB has acted as sole bookrunner in connection with the issue of the Bonds (the "**Sole Bookrunner**"). This Prospectus has been prepared in accordance with the standards and requirements of Regulation (EU) 2017/1129 of 14 June 2017 of the European Parliament and of the Council (the "**Prospectus Regulation**") and the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 and repealing Commission Regulation (EC) No 809/2004.

The Prospectus has been approved and registered by the Dutch Authority for the Financial Markets (*Autoriteit Financiële Markten*) (the "**AFM**") as the competent authority under the Prospectus Regulation. The AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of the bonds that are subject of this prospectus. Investors should make their own assessment as to the suitability of investing in the Bonds.

Unless otherwise stated or required by context, terms defined in the terms and conditions for the Bonds beginning on page 72 (the "**Terms and Conditions**") shall have the same meaning when used throughout the other parts of this Prospectus.

Except where expressly stated otherwise, no information in this Prospectus has been reviewed or audited by the Company's auditor. Certain financial and other numerical information set forth in this Prospectus has been subject to rounding 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 shall be read together with all documents incorporated by reference in, and any supplements to, this Prospectus. In this Prospectus, references to "**EUR**" refer to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

Investing in bonds is not appropriate for all investors. Each investor should therefore evaluate the suitability of an investment in the Bonds in light of its own circumstances. In particular, each investor should:

- a. have sufficient knowledge and experience to carry out an effective evaluation of (i) the Bonds, (ii) the merits and risks of investing in the Bonds, and (iii) the information contained or incorporated by reference in the Prospectus or any supplements;
- b. have access to, and knowledge of, appropriate analytical tools to evaluate in the context of its particular financial situation the investment in the Bonds and the impact that such investment will have on the investor's overall investment portfolio;
- c. have sufficient financial resources and liquidity to bear all of the risks resulting from an investment in the Bonds, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the investor's own currency;
- d. understand thoroughly the Terms and Conditions and the other Finance Documents and be familiar with the behaviour of any relevant indices and financial markets; and
- e. be able to evaluate (either alone or with the assistance of a financial adviser) possible scenarios relating to

the economy, interest rates and other factors that may affect the investment and the investor's ability to bear the risks.

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 the corporate bond list on Nasdaq Stockholm. This Prospectus may not be distributed in or into any country where such distribution or disposal would require any additional prospectus, registration or additional measures or contrary to the rules and regulations of such jurisdiction. 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 pursuant to the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or any securities laws in any state or other jurisdiction in the United States, and may not be offered, sold, accepted, exercised, re-sold, renounced, transferred or delivered, whether directly or indirectly, in the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or to, or for the account or benefit of, any person located or resident in the United States or to any U.S. persons (as defined in Regulation S under the Securities Act). No public offering of Bonds is being, has been, or will be made in the United States. In addition, until 40 days after the later of the commencement of the offering and the closing date, an offer or sale of the Bonds within the United States by a dealer may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than pursuant to an exemption from registration under the Securities Act.

The offering is not made to individuals domiciled in Australia, Japan, Canada, Hong Kong, the Italian Republic, New Zealand, the Republic of Cyprus, the Republic of South Africa, the United Kingdom, the United States (or to any U.S. person), or in any other country where the offering, sale and delivery of the Bonds may be restricted by law.

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 of, or indications of future results, performances and achievements are based on reasonable assumptions and expectations, they involve uncertainties and are subject to certain risks, the occurrence of which could cause actual results to differ materially from those predicted in the forward-looking statements and from past results, performances or achievements. Further, actual events and financial outcomes may differ significantly from what is described in such statements as a result of the materialisation of risks and other factors affecting the Group's operations. Such factors of a significant nature are mentioned in the section "Risk factors" below.

This Prospectus shall be read together with all documents that are incorporated by reference, see subsection "Documents incorporated by reference" under section "Other information" below, and possible supplements to this Prospectus.

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1. SUMMARY

INTRODUCTION AND WARNINGS

Introduction and warnings This Prospectus (the "**Prospectus**") has been drawn up in relation to the admission to trading of the 165,000 Bonds relating to the EUR 165,000,000 senior secured callable floating rate bonds due 2026 issued by the Issuer. This summary should be read as an introduction to the Prospectus. Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor. The investor could lose all or part of the invested capital. Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability can only be imposed on those persons who have put forward the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such securities.

Legal and commercial name of the Issuer and its ISIN and LEI The legal and commercial name of the Issuer is Azerion Group N.V. The Issuer is a public limited company (*naamloze vennootschap*) incorporated under the laws of the Netherlands and registered with the trade register of the Dutch Chamber Commerce (*Kamer van Koophandel, afdeling Handelsregister*) under number 81697244 and with its registered office at Boeing Avenue 30, 1119 PE, Schiphol-Rijk, the Netherlands. The registered office of the Management Board is Boeing Avenue 30, 1119 PE, Schiphol-Rijk, the Netherlands and the Issuer's head quarter is located at Boeing Avenue 30, 1119 PE, Schiphol-Rijk, the Netherlands. The Issuer's legal entity identifier code ("**LEI Code**") is 7245007RB3M5PMWY6N86. The Bonds will be identified by the ISIN NO0013017657.

Identity and contact details of the competent authority approving the prospectus Autoriteit Financiële Markten ("**AFM**"), the Dutch Authority for the Financial Markets, has its registered office at Vijzelgracht 50, 1017 HS Amsterdam, with telephone number (+31) (0)20 797 2000 and email address info@afm.nl. The AFM's webpage is www.afm.nl.

Date of approval of the prospectus The AFM has in its capacity as competent authority under the Prospectus Regulation, on 8 December 2023, approved this Prospectus.

KEY INFORMATION ON THE ISSUER

Who is the issuer of the securities?

Issuer's domicile and legal form its LEI, the law under which it operates and its country of incorporation The legal and commercial name of the Issuer is Azerion Group N.V. The Issuer is a public limited company (*naamloze vennootschap*) incorporated under the laws of the Netherlands and registered with the trade register of the Dutch Chamber Commerce (*Kamer van Koophandel, afdeling Handelsregister*) under reg. no. 81697244 and having its registered office at Boeing Avenue 30, 1119 PE, Schiphol-Rijk, the Netherlands. The Issuer's LEI Code is 7245007RB3M5PMWY6N86.

Principal activities of the Issuer/Group The Issuer together with its direct and indirect subsidiaries from time to time (the "**Group**"), is a digital advertising and media platform. The Group operates a proprietary digital advertising platform that connects advertisers with consumer audiences through its technology, providing advertisers and publishers with a full suite of online digital advertising services, whilst consumers are engaged with both owned, licenced and operated game content and the non-game content of third-party partners. As at 30 September 2023, Azerion employed approximately 1,100 FTEs across its presence in 24 countries, including its social card games portfolio which was sold in August 2023. The Group was founded in 2014.

Major shareholders

Shareholder	Share capital	Voting Rights	Warrants
BeKoNi Holding B.V.* (investment vehicle of Y. Erbas)	19.70%	19.70%	N/A

MeDu Beheer B.V.* (investment vehicle of U. Akpinar)	12.68% Assuming exercise of warrants: 18.84%**	12.68 % Assuming exercise of warrants: 18.84%**	8,996,387 Azerion founder warrants giving rights to 8,996,387 ordinary shares
Arman Ozan Beheer B.V.* (investment vehicle of A. Aytekin)	12.68% Assuming exercise of warrants: 18.84%**	12.68 % Assuming exercise of warrants: 18.84%**	8,996,386 Azerion founder warrants giving rights to 8,996,386 ordinary shares
H.T.P. Investments B.V.* (W. de Pundert and K. Meertens are board members)	13.73% Assuming exercise of warrants: 16.94%**	6.20% Assuming exercise of warrants: 9.40%**	1,333,333 public warrants giving rights to 1,333,333 ordinary shares 3,344,111 founder warrants giving rights to 3,344,111 ordinary shares
Principion Holding B.V.* (MeDu Beheer B.V. and Arman Ozan Beheer B.V. are both board members and shareholders and BeKoNi Holding B.V. is a shareholder)	10.54%	10.54%	N/A

*As recorded in the AFM Register of substantial holdings and gross short positions as at the date of this Prospectus.

** Based on calculations in line with AFM submissions, however excludes any potential exercise of the warrants by other parties.

The ordinary shares of the Issuer are denominated in EUR. Each ordinary share carries one vote and has equal rights on distribution of income and capital. As of the date of this Prospectus, the Issuer had an issued ordinary share capital of EUR 1,228,707.87 divided into 122,870,787 ordinary shares. All ordinary shares are fully paid. Of the issued ordinary shares, the Company holds 2,584,745 ordinary shares in treasury, which can be used for acquisitions, exercise of warrants and option rights and other general funding purposes. The Issuer has granted and may grant from time to time conditional and unconditional option rights and has granted Founder Warrants, Capital Shares, Conditional Special Shares and Warrants in the past, which represent potential ownership and/or potential voting rights in respect of ordinary shares in the Issuer's share capital.

The Management Board, the Executive Committee and the Supervisory Board

The Management Board consists of Umut Akpinar (Co-Chief Executive Officer) and Atilla Aytekin (Co-Chief Executive Officer), with Atilla Aytekin absent for reasons of the prevention to act (*belet en ontstentenis*) within the meaning of article 15 of the articles of association of the Issuer and with Umut Akpinar being the sole acting member of the entire Management Board.

The Executive Committee consists of, in addition to the Co-Chief Executive Officers, Ben Davey (Chief Financial Officer), Joost Merks (Chief Investment Officer) and Sebastiaan Moesman (Chief Revenue Officer).

The Supervisory Board consists of 6 members, including Wim de Pundert (non-independent member and Chair), Zafer Karataş (independent member, also member of the Selection, Appointment and Remuneration Committee), Chris Figeo (independent member, also Chair of the Audit and Risk Committee), Florence Von Erb (independent member, also Chair of the Selection, Appointment and Remuneration Committee), Katrin Brökelmann (independent member, also member of the Audit and Risk Committee) and Klaas Meertens (non-independent member). Klaas Meertens has announced that he will step down from the Supervisory Board on 31 January 2024, after completing a two year term from his original appointment.

Auditor

PricewaterhouseCoopers Accountants N.V., Thomas R. Malthusstraat 5, 1066 JR Amsterdam, the Netherlands, is the Issuer's auditor since 2019. Wouter Poot is the auditor who is responsible for the entire period covering the financial information incorporated in this Prospectus. Wouter Poot is a State Authorized Public Accountant in the Netherlands and a member of the professional body *Koninklijke*

Nederlandse Beroepsorganisatie van Accountants, the professional institute for the accountancy sector in the Netherlands.

What is the key financial information regarding the Issuer?

Financial information

The table below sets out a summary of the key financial information extracted from the Issuer's audited consolidated financial statements for the periods ending 31 December 2021 and 31 December 2022, from the Issuer's year-to-date unaudited consolidated interim condensed financial statements for the period ending 30 September 2023, and from the Issuer's year-to-date unaudited consolidated interim condensed financial statements for the period ending 30 September 2022 (all in EUR).

On 1 February 2022 a business combination between Azerion Group N.V. and Azerion Holding B.V. was completed. Following the business combination, a legal merger was proposed which became effective as of 1 January 2023. This legal merger means that Azerion Group N.V., being the 100% shareholder of Azerion Holding B.V., absorbed, under universal succession of title, all rights and obligations of Azerion Holding B.V. As Azerion Group N.V. filed a 403 statement for Azerion Holding B.V., the only financial statements to be published are those of Azerion Group N.V.

Azerion Group N.V.'s audited consolidated financial statements for the period ending 31 December 2021 do not contain the audited full year results for Azerion Holding B.V. as these financial results relate to a period before the business combination was completed. The audited consolidated financial statements for the period ending 31 December 2022 do contain the post-business combination financial results of Azerion Group N.V.

Condensed financial information				
	FY 2022	FY 2021	YTD Q3 2023	YTD Q3 2022
Total revenue	EUR 452.6m	EUR 308.1m	EUR 343.2m	EUR 303.8m
Total operating profit/loss	EUR (139.0m) ¹	EUR 8.4m	EUR 66.7m ²	EUR (147.8m)
Net debt ³	EUR 177.7m	EUR 189.5m	EUR 152.3m ⁴	EUR 179.1m ⁵
Net cash flow from operating activities	EUR 44.9m	EUR 24.0m	EUR 18.9m	EUR 22.8m
Net cash flow from investment activities	EUR (75.8m)	EUR (83.1m)	EUR 9.3m	EUR (61.0m)
Net cash flow from financing activities	EUR 47.4m	EUR 84.0m	EUR (10.0m)	EUR 52.6m

1. As explained on page 19 of the Annual Report 2022, the Group incurred an operating loss of EUR (139.0) million in 2022 compared to operating profit of EUR 8.4 million in 2021. This was mainly caused by de-SPAC related expenses of EUR 144.5 million which mainly consists of listing expense of EUR 107.1 million, professional fees of EUR 13.2 million, and transaction related Share-Based payment costs of EUR 22.7 million. Please refer to, among others, Note 4 of the Annual Report 2022 on pages 81-83.

2. The operating profit of the Group includes the net gain from the sale of the social card games portfolio for EUR 72.6 million.

3. Net debt is Net Interest Bearing Debt as defined in the Terms and Conditions.

4. Net debt as at 30 September 2023.

5. Net debt as at 30 September 2022.

Audit qualifications There are no qualifications in the independent auditor's reports pertaining to the Issuer's annual financial statements for the financial year ending 2021 and 2022.

What are the key risks that are specific to the Issuer?

Risk related to disruption of Azerion's technology platform

Azerion's business, reputation, and ability to attract, retain, and serve its users is dependent upon the reliable performance of its products, including the underlying technical infrastructure. Azerion's technical infrastructure may not be adequately designed with sufficient reliability and redundancy to avoid performance delays or outages that could be harmful to its business. Furthermore, Azerion's systems and the systems of third-party service providers are vulnerable to damage or interruption from natural disasters, power losses, telecommunications failures, terrorist attacks, acts of war, human errors, break-ins and similar events. In addition, despite implementing network security measures, Azerion's servers and any third-party servers that Azerion uses may be vulnerable to computer viruses, distributed denial of service attacks, phishing, spurious spam attacks, malware and similar disruptions

from unauthorised tampering with, or cyber-attacks on, such computer systems. On the occurrence of any of these events, Azerion may be unable to continue its operations and may endure system interruptions, reputational harm, delays in application development, lengthy interruptions in its services, breaches of data security and loss of critical data such as user, customer and billing data as well as intellectual property rights, software versions or other relevant data regarding operations. If any games or other products are unavailable when users attempt to access them, or do not function as quickly as expected, users may not use them as often in the future, or at all. This could adversely affect Azerion's business, financial condition and results of operations.

Risk related to Azerion being subject to various laws and regulations globally and any failure to observe such laws and regulations

As a company with global operations in the digital advertisement and online gaming market, Azerion must comply with the various laws and regulations of the jurisdictions in which it operates. As the gaming industry is evolving, many regulations related to games and advertising are also evolving and could be interpreted in ways that could adversely affect Azerion's business. Furthermore, the laws and regulations affecting Azerion vary by jurisdiction and may be inconsistent with one another, imposing conflicting or uncertain restrictions. In addition, existing or new laws and government regulations regarding the marketing of in-app purchases (including maximum amounts or onerous refund procedures), regulation of currency, banking institutions, virtual currencies (such as crypto currencies), non-fungible tokens (NFTs) and money laundering may be interpreted to cover virtual goods or goods, which could among others require changes to Azerion's software, to virtual goods marketing and to the time of availability of offers. Such changes could lead to increased software development costs, lower revenues as well as changes to in-app advertising and in-app purchases. It is possible that Azerion's interpretations or practices might in some respects fail to comply with any applicable legislation or deviate from the interpretations of the relevant authorities of relevant laws. This may not only lead to legal proceedings, government-imposed fines, or monetary penalties and other sanction, but may also harm Azerion's reputation, all of which could have an adverse effect on its business, financial condition and results of operations.

Risk related to Azerion's potential inability to keep up with new trends in the digital advertising industry and changing technology

Azerion derives a significant portion of its revenue from digital advertising services (H1 2023: the Platform segment accounts for approximately 80% of total Group revenue, of which approximately 80% consists of advertising revenue (implying approximately 64% of total revenue). The digital advertising industry evolves rapidly, with industry competitors constantly seeking new ways to engage with consumers. Azerion's future success in the digital advertising sector will depend on Azerion's ability to continuously innovate, enhance and broaden its products and services to meet evolving advertising needs and address technological advancements and new trends in online advertising. Azerion may not be able to timely identify, and respond to, these new trends. If Azerion is not able to do so, this may adversely affect the performance of its advertisement business and thus the demand for its services. This could adversely affect Azerion's reputation, business, financial condition and results of operations. In addition, the design of mobile devices, operating systems and web browsers through which Azerion disseminates advertisements for its own content and on behalf of its clients is controlled by third parties with which Azerion does not have any formal relationship. If Azerion fails to innovate or adapt its products and services so that they are compatible with these mobile devices, operating systems or industry standards, which in turn require that Azerion maintains adequate research and development personnel and resources, its products and services may become less competitive or obsolete. In addition, any new product or service ultimately resulting in lower demand for the types of services which Azerion offers, or may result in the products and services that Azerion develops may not receive such wide acceptance as Azerion anticipated. Any of these events could adversely affect Azerion's business, financial condition and results of operations.

Risk related to acquisitions and goodwill impairments

As part of the Group's growth strategy, the Group considers the acquisition of other companies, assets or similar that either complement or expand the Group's existing business and create economic value. The Group cannot assure that it will be able to consummate any such transactions or that any future acquisitions will be consummated at acceptable prices and terms. In addition, the Group may not be able to successfully (further) integrate (future or historical) acquisitions without substantial costs, delays or other problems ultimately affecting the Group's business, earnings and results of operations. In addition, acquisitions also generate goodwill. Events or changes in circumstances can give rise to significant impairment charges in a particular year. An asset impairment charge may result from the

occurrence of unexpected adverse events, for example negative market conditions affecting the ability of Azerion and/or its acquisitions to perform in line with its business plans and strategy, that impact the Group's estimates of expected cashflows generated from the Group's assets. Azerion does not amortize goodwill, but rather tests non-financial assets annually for impairment or more frequently if there are indications that they might be impaired, to determine whether the carrying value of these assets may no longer be completely recoverable, in which case impairment is recorded in the income statement. Goodwill impairments cannot be reversed and could have an adverse effect on Azerion's business, financial position and result of operation.

KEY INFORMATION ON THE SECURITIES

What are the main features of the securities?

Governing law, type, class and ISIN The Terms and Conditions of the Bonds are governed by Swedish law. The Bonds are senior secured callable floating rate bonds with ISIN: NO0013017657.

Currency, denomination, par value, the number of securities issued and the term of the securities The Bonds are denominated in EUR. The Nominal Amount of each Bond is EUR 1,000 and the minimum permissible investment in the Bond Issue is EUR 100,000 (albeit that the bonds will subsequently be tradeable in denominations of EUR 1,000). The Issuer has issued a total of 165,000 bonds in an aggregate amount of EUR 165,000,000. The final maturity date of the Bonds is 2 October 2026. The aggregate amount of bonds to be issued by the Issuer will be an amount of up to a maximum of EUR 300,000,000. The Issuer may choose to issue the remaining amount of Bonds at one or more subsequent dates.

Rights attached to the securities All Bonds have been issued on 2 October 2023 on a fully paid basis at an issue price of 98.5 per cent. of the Nominal Amount. Interest on the Bonds will be paid at a floating rate of EURIBOR (3 months) plus a margin of 675 basis points (6.75%).

The Issuer shall redeem all, but not only some, of the outstanding Bonds in full on the Final Maturity Date of 2 October 2026 with an amount per Bond equal to the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a Business Day, then the redemption shall occur on the first following Business Day. Furthermore, the Issuer has the right to redeem outstanding Bonds in full at any time at the applicable Call Option Amount in accordance with the Terms and Conditions. Finally, the Issuer has the right to redeem up to 10 per cent. of the Outstanding Nominal Amount of the Bonds each calendar year (to be calculated based on the Outstanding Nominal Amount as of the date immediately prior to such redemption), in which case all outstanding Bonds shall be partially redeemed by way of reducing the Nominal Amount of each Bond pro rata.

Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Bondholder on the Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way a Written Procedure, as determined by the Agent.

Ranking The Bonds constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank (i) without any preference among them and (ii) at least *pari passu* with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except (A) those obligations which are mandatorily preferred by law and (B) the super senior ranking of any future Super Senior Debt in accordance with any future Intercreditor Agreement, if any. A super senior ranking means that, in an enforcement scenario, the super senior ranking debt is repaid first out of the proceeds of the enforcement of the security ahead of the holders of the Bonds and *pari passu* ranking creditors (including holders of Subsequent Bonds). As at the date of this Prospectus, it is possible that a Super Senior Working Capital Facility may be put in place at some point in the future, as expressly provided for in and in line with the Terms and Conditions. There are no current plans to enter into Hedging Agreements, but the Issuer reserves its option to do so and would do so through the Intercreditor Agreement and other mechanics described in the Terms and Conditions.

The Bonds are secured by security interests granted on an equal and rateable first-priority basis over (i) all shares in Azerion Games en Content Holding B.V. and Azerion Tech Holding B.V. (subject to any

permitted reorganisations under the Terms and Conditions), which are the two main holding companies of the operational activities of Azerion and (ii) any Material Intra-Group Loans (defined in the Terms and Conditions as any intra-group loan provided by the Issuer to any of its Subsidiaries where the term is at least twelve (12) months and the principal amount exceeds EUR 1,000,000). All such security is created, under a parallel debt structure, in favour of the Security Agent for the benefit of the holders of the Bonds (as well as holders Subsequent Bonds and creditors under a Super Senior Working Capital Facility and Hedging Agreements, which creditors would share in the security).

The Bonds are effectively subordinated to any existing or future indebtedness or obligation of the Issuer and its subsidiaries that is secured by property and assets that do not secure the Bonds, to the extent of the value of the property and assets securing such indebtedness and are structurally subordinated to any existing or future indebtedness of the subsidiaries of the Issuer, including obligations to trade creditors.

Transfer Restrictions The Bonds are freely transferable but the Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable, under local laws to which a Bondholder may be subject. Each Bondholder must ensure compliance with such restrictions at its own cost and expense.

Payout policy The Bonds Interest Payment Dates are quarterly on 2 January, 2 April, 2 July and 2 October of each year, commencing on 2 January 2024. Interest will accrue from (but excluding) the Issue Date. The last interest payment date shall be the Final Maturity Date of 2 October 2026 (or such earlier date on which the Bonds are redeemed in full).

Change of Control Upon the occurrence of a Change of Control, each Bondholder shall have the right to request that all, or some only, of its Bonds be repurchased following a notice from the Issuer of such event pursuant to the Terms and Conditions. A "Change of Control" means the occurrence of an event or series of events whereby one or more Persons, not being a Main Shareholder (or an Affiliate of a Main Shareholder), acting together, acquire control over the Issuer and where "control" means (a) acquiring or controlling, directly or indirectly, more than fifty (50) per cent. of the shares of the Issuer, or (b) the right to, directly or indirectly, appoint or remove all or a majority of the directors of the board of directors of the Issuer.

Covenants The Terms and Conditions contain a number of covenants which restrict the ability of the Issuer and other Group Companies, including, *inter alia*: (i) restrictions on making any changes to the nature of their business; (ii) a negative pledge, restricting the granting of security on Financial Indebtedness (as defined in the Terms and Conditions); (iii) restrictions on the incurrence of Financial Indebtedness (as defined in the Terms and Conditions); and (iv) limitations on the making of distributions and disposal of assets. Each of these covenants is subject to significant exceptions and qualifications, see Clause 12 (Financial Undertaking) and Clause 13 (General Undertakings) of the Terms and Conditions.

Agents Nordic Trustee & Agency AB (publ) is the Agent in respect of the Bonds. If security is created in respect of the Bonds, the Security Agent shall be Nordic Trustee & Agency AB (publ). Pareto Securities AB is the Issuing Agent in respect of the Bonds. Pareto Securities AB does not have a firm commitment to act as an intermediary in secondary trading.

Where will the securities be traded?

Trading and Listing The Bonds will be admitted to trading on the regulated market of Nasdaq Stockholm Corporate Bond List and have been admitted to trading on the Frankfurt Stock Exchange Open Market.

What are the key risks that are specific to the securities?

Risk related to the value and enforceability of guarantees Although Azerion's obligations towards the bondholders under the Bonds may be guaranteed by its subsidiaries, there is risk that any enforcement of claims under any guarantees would be insufficient to satisfy all amounts owed to the bondholders at the time of enforcement. Furthermore, any guarantors are not restricted from granting any additional guarantees. If any guarantors were to guarantee any other obligations, there is a risk that guarantees granted towards the bondholders would be impaired. If the Issuer were to be unable to make repayments under the Bonds, there is a risk that the bondholders would find it difficult or impossible to recover the amounts owed to them under the Bonds. There is a risk that any guarantees granted in respect of the Bonds will be insufficient in respect of any of the Issuer's obligations under the Bonds in the event the Issuer becomes insolvent.

Risk related to the establishment of transaction security and the potential lack thereof Although the Group's obligations towards the bondholders under the Bonds are secured, there is a risk that the proceeds of any enforcement sale of the pledged shares or that the sums of money of the pledged intra-group loans will not be sufficient to satisfy all amounts owed to the bondholders. If the proceeds of an enforcement are not sufficient to repay all amounts due under or in respect of the Bonds, then the bondholders will only have an unsecured claim against the Issuer and its remaining assets (if any) for the amounts which remain outstanding under or in respect of the Bonds. Finally, there is a risk that any enforcement could be delayed due to any inability to sell the security assets in a timely and efficient manner. According to the Terms and Conditions the Issuer may issue subsequent bonds and the holders of such Bonds will become bondholders entitled to share any security granted to the existing bondholders. There is a risk that the issue of Subsequent Bonds will have a material adverse effect on the value of any security granted to the bondholders. At the date of this Prospectus, the Issuer has no current plans to issue Subsequent Bonds but reserves its rights to do so. In addition, under the terms and conditions, the Issuer may enter into a Super Senior Working Capital Facility and Hedging Agreements which (together with their associated documentation would share in the security granted to the bondholders and would rank super senior to the Bonds in a security enforcement scenario. As at the date of this Prospectus, it is possible that a Super Senior Working Capital Facility may be put in place at some point in the future, as expressly provided for in and in line with the Terms and Conditions. There are no current plans to enter into Hedging Agreements, but the Issuer reserves its option to do so and would do so through the Intercreditor Agreement and other mechanics described in the Terms and Conditions.

KEY INFORMATION ON THE ADMISSION TO TRADING ON A REGULATED MARKET

Under which conditions and timetable can I invest in the security?

Details of the admission to trading and listing The Issuer has an obligation to list the Bonds pursuant to the Terms and Conditions. This Prospectus has been prepared for the admission to trading of the Bonds on the corporate bond list of Nasdaq Stockholm. This Prospectus does not contain and does not constitute an offer or a solicitation to buy or sell Bonds. The Bonds have been admitted to trading on the Frankfurt Stock Exchange Open Market. The earliest date for admitting the 165,000 Bonds to trading on Nasdaq Stockholm Corporate Bond List is expected to be on or about 14 December 2023.

Listing costs The aggregate cost for the Bonds' admission to trading is estimated at EUR 15,000.

Expenses charged to the Bondholders by the Issuer No costs will be borne by the Bondholders.

Why is this Prospectus being produced?

Reason for the admission to trading on a Regulated Market This Prospectus has been prepared to enable the Bonds to be admitted to trading on the corporate bond list of Nasdaq Stockholm which is a requirement from the Bondholders and as set out in the Terms and Conditions.

Use of proceeds In accordance with the Terms and Conditions, the Issuer may use the proceeds from the issuance of the Bonds for the purposes of (i) refinancing the existing bonds issued by the Company (including call premium and accrued but unpaid interest) and (ii) financing general corporate purposes of the Group, including capital expenditure and certain transaction costs. The time period in which the proceeds from the issue will be fully invested is until the Final Maturity Date. The net proceeds of the Bonds have been used in full, together with available cash, to redeem the Issuer's Existing Bonds with ISIN: SE0015837794, with an original outstanding nominal amount of EUR 200,000,000, in October 2023.

Material conflicts The Sole Bookrunner and/or its affiliates have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Issuer and the Group in the ordinary course of business. Accordingly, conflicts of interest may exist or may arise as a result of the Sole Bookrunner and/or its affiliates having previously engaged, or engaging in future, in transactions with other parties, having multiple roles or carrying out other transactions for third parties with conflicting interests.

2. RISK FACTORS

These risk factors have been prepared in connection with Azerion Group N.V. (registered with the trade register of the Dutch Chamber of Commerce under no. 81697244) (the "Issuer", and together with its direct and indirect subsidiaries "Azerion", the "Group" and each a "Group Company") issuance of senior secured floating rate bonds with ISIN NO0013017657 (the "Bonds"). Unless defined otherwise in these risk factors, defined terms in these risk factors shall have the same meaning as in the terms and conditions of the Bonds (the "Terms and Conditions") (as set out in Chapter 11 (Terms and Conditions) of this Prospectus).

Risk factors deemed to be of importance for Azerion's business and future development and risks relating to the Bonds are described below. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Bonds. Most of these factors are contingencies, which may or may not occur. Factors which are material for the purpose of assessing the market risks associated with Bonds are also described below. The risk factors presented below are categorised as "RISKS RELATING TO AZERION" or "RISKS RELATING TO THE BONDS" on the basis of whether they pertain to Azerion or to the Bonds. The risk factors categorised as "RISKS RELATING TO AZERION", are categorised as risk factors pertaining to Azerion and not as risk factors pertaining to the Issuer solely, as the major part of the business operations in Azerion are conducted by other entities within Azerion. The materiality of each risk factor is disclosed by the use of a qualitative ordinal scale of low, medium or high. The assessment of the materiality of the risk factors has been based on the probability of their occurrence and the expected magnitude of their negative impact.

The Issuer believes that the factors described below represent the material risks inherent in investing in the Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Bonds may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Bonds are exhaustive. Additional risks, events, facts or circumstances not presently known to the Issuer, or that the Issuer currently deems to be immaterial could, individually or cumulatively, prove to be important and may have a significant negative impact on the Issuer's business, financial condition, results of operations and prospects.

Although the most material risk factors have been presented first within each category, the order in which the remaining risks are presented is not necessarily an indication of the likelihood of the risks actually materialising, of the potential significance of the risks or of the scope of any potential negative impact to the Issuer's business, financial condition, results of operations and prospects. The Issuer may face a number of these risks described below simultaneously and some risks described below may be interdependent. While the risk factors below have been divided into categories and all risk factors are described in the most appropriate category, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section.

RISKS RELATING TO AZERION

A. Risks related to Azerion's business, strategy and market conditions

A.1 Risk related to disruption of Azerion's technology platform

Azerion's business, reputation, and ability to attract, retain, and serve its clients and users is dependent upon the reliable performance of its products, including the underlying technical infrastructure of such products.

Azerion's technical infrastructure may not be adequately designed with sufficient reliability and redundancy to avoid performance delays or outages that could be harmful to its business. Furthermore, Azerion's systems and the systems of third-party service providers are vulnerable to damage or interruption from natural disasters,

power losses, telecommunications failures, terrorist attacks, acts of war, human errors, break-ins and similar events. In addition, despite implementing network security measures, Azerion's servers and any third-party servers that Azerion uses may be vulnerable to computer viruses, distributed denial of service attacks, phishing, spurious spam attacks, malware and similar disruptions from unauthorised tampering with, or cyber-attacks on, such computer systems. In the occurrence of any of these events, Azerion may be unable to continue its operations and may endure system interruptions, reputational harm, delays in application development, lengthy interruptions in its services, breaches of data security and loss of critical data such as user, customer and billing data as well as intellectual property rights, software versions or other relevant data regarding operations.

Although it cannot be said with certainty how likely it is for any of these events to materialise, if any games or other products of Azerion are unavailable when users attempt to access them, or do not function as quickly as expected, users may not use them as often in the future, or at all. This could adversely affect Azerion's reputation, business, financial condition and results of operations.

High level risk

A.2 Risk related to Azerion's potential inability to keep up with new trends in the digital advertising industry and changing technologies

Azerion derives a significant portion of its revenue from digital advertising services (H1 2023: the Platform segment accounts for approximately 80% of total Group revenue, of which approximately 80% consists of advertising revenue (implying approximately 64% of total revenue). The digital advertising industry evolves rapidly, with industry competitors constantly seeking new ways to engage with consumers, including for example the increased use of artificial intelligence. Azerion's future success in the digital advertising sector will depend on Azerion's ability to continuously innovate, enhance and broaden its products and services to meet evolving advertising needs and address technological advancements and new trends in online advertising. Azerion may not be able to timely identify, and respond to, these new trends. If Azerion is not able to do so, this may adversely affect the performance of its advertisement business and thus the demand for its services. This could adversely affect Azerion's reputation, business, financial condition and results of operations.

In addition, the design of mobile devices, operating systems and web browsers through which Azerion disseminates advertisements for its own content and on behalf of its clients is controlled by third parties with which Azerion does not have any formal relationship. These parties frequently introduce new mobile devices and, from time to time, they may introduce new operating systems or modify existing ones. Furthermore, self-regulating initiatives, such as the Interactive Advertising Bureau Europe, occasionally publish industry standards that may have an impact on Azerion's operations. Keeping up with these constant changes requires that Azerion maintains adequate research and development personnel and resources (see also risk factor "A.9 Management and other key employees"). If Azerion fails to innovate or adapt its products and services so that they are compatible with these mobile devices, operating systems or industry standards its products and services may become less competitive or obsolete, ultimately resulting in lower demand for the types of services which Azerion offers, or may result in the products and services that Azerion develops may not receive such wide acceptance as Azerion anticipated. Any of these events could adversely affect Azerion's business, financial condition and results of operations.

Medium level risk

A.3 Risk related to acquisitions and goodwill impairments

As part of Azerion's growth strategy, Azerion has in the past acquired, and may in the future consider acquiring, other companies, assets or similar that either complement or expand Azerion's existing business and create

economic value. Since Azerion's inception, growth through acquisitions has been a key element of its strategy, resulting in a large number of acquisitions. In the future, Azerion may fail to identify or acquire suitable acquisition candidates or investment opportunities or make unsuitable acquisitions, which may lead to the potential impairment of acquired intangible assets and goodwill or could otherwise impair its ability to achieve its strategic growth objectives, including its financial targets and objectives. Events or changes in circumstances can give rise to significant impairment charges in a particular year. An asset impairment charge may result from the occurrence of unexpected adverse events, for example negative market conditions affecting the ability of Azerion and/or its acquisitions to perform in line with its business plans and strategy, that impact the Group's estimates of expected cashflows generated from the Group's assets. Azerion does not amortize goodwill, but rather tests non-financial assets annually for impairment or more frequently if there are indications that they might be impaired, to determine whether the carrying value of these assets may no longer be completely recoverable, in which case impairment is recorded in the income statement. Goodwill impairments cannot be reversed and could have an adverse effect on Azerion's business, financial position and result of operation.

Acquisitions involve a number of special risks, including (i) the diversion of management's attention and resources to the assimilation of the acquired companies and their employees and to the management of expanding operations, (ii) the incorporation of acquired products into Azerion, (iii) problems associated with maintaining relationships with employees and customers of acquired businesses, (iv) the increasing demands on Azerion's operational systems, (v) ability to integrate and implement effective disclosure controls and procedures and internal controls for financial reporting within allowable time frames, (vi) possible adverse effects on Azerion's reported operating results, particularly during the first several reporting periods after such acquisitions are completed; and (vii) the loss of key employees and the difficulty of presenting a unified corporate image.

Azerion has an in-house M&A team focusing on business, financial and legal aspects in connection with acquisitions or divestments, and for larger and more complex transactions Azerion customarily engages external legal and financial advisors as necessary. Despite such aforementioned measures, Azerion may in connection with an acquisition or divestment, become responsible for unexpected liabilities that Azerion failed or was unable to discover in the course of performing due diligence in connection with historical acquisitions and any future acquisitions and indemnification rights (for example against the sellers of the relevant companies or assets) which have been obtained, or will in the future be obtained, may not be enforceable, collectible or sufficient in amount, scope or duration to fully offset the possible liabilities associated with the business or property acquired. Any of these liabilities, individually or in the aggregate, would, if materialised, have an adverse effect on Azerion's businesses, products, prospects, financial condition and results of operations.

In addition, Azerion may not be able to successfully (further) integrate (future or historical) acquisitions without substantial costs, delays or other problems. In 2022, Azerion has acquired 10 companies (including asset deals). There is a risk that future acquisition (as well as historical) activities will present certain financial, managerial and operational risks, including difficulties when integrating or separating businesses from existing operations and challenges presented by acquisitions which does not achieve sales levels and profitability that justify the investments made by the Group. The costs of integration could have an adverse effect on Azerion's operating results and financial condition. Furthermore, Azerion may not realize all of the cost savings and synergies it expects to achieve from Azerion's current strategic initiatives due to a variety of risks, including, but not limited to, difficulties in integrating shared services with Azerion's business, higher than expected employee severance or retention costs, higher than expected overhead expenses, delays in the anticipated timing of activities related to Azerion's cost-saving plans and other unexpected costs associated with operating Azerion's business. Azerion being unable to achieve the cost savings or synergies that it expects to achieve from Azerion's strategic initiatives and acquisitions, despite the costs associated with such initiatives and acquisitions, could have an adverse effect on Azerion's business, financial position and result of operation.

Medium level risk

A.4 Risk related to general economic, market and political conditions

The performance of Azerion's business and its ability to fund its operations is subject to general economic, market and political conditions.

The performance of Azerion's business depends on the overall demand for advertising and on the economic health of advertisers and users that may utilise its platform. Economic downturns or unstable market conditions may cause advertisers to decrease their advertising budgets, which could reduce spend through Azerion's platform, and may cause users of games to spend less on in-game purchases when playing games or purchasing any of the games distributed by Azerion. Any adverse changes in general market and economic and political conditions may also reduce Azerion's users' disposable income, may reduce demand for online advertisements and Azerion's other services, and could result in higher costs of funding for Azerion. The foregoing may have an adverse effect on Azerion's business, financial condition and results of operations.

In addition, political changes may also impact the services that Azerion is able to provide in certain jurisdictions and the services which it may offer or promote, which may for example be related to privacy questions relating to targeted advertisements. Legislative changes reflecting changed political positions may effectively restrict or bar Azerion from doing business in certain jurisdictions, which may have an adverse effect on Azerion's business, financial condition and results of operations.

Events or changes in circumstances can give rise to significant impairment of acquired intangible assets and goodwill in a particular year. An asset impairment charge may result from the occurrence of unexpected adverse events, for example as described further above, negative market conditions affecting the ability of Azerion and/or its acquisitions to perform in line with its business plans and strategy, that impact the Group's estimates of expected cashflows generated from the Group's assets. Azerion does not amortize goodwill, but rather tests non-financial assets annually for impairment or more frequently if there are indications that they might be impaired, to determine whether the carrying value of these assets may no longer be completely recoverable, in which case impairment is recorded in the income statement. Goodwill impairments cannot be reversed and could have an adverse effect on Azerion's business, financial position and result of operation.

Medium level risk

A.5 Risk related to Azerion's dependency on the ability to access sufficient advertising inventory

Apart from revenue generated from Premium Games, eCommerce and advertising in inventory owned by Azerion, the commercial performance of Azerion relies on access to advertising inventory controlled by publishers, such as game publishers and digital publishers (such as online newspapers, blogs or other websites or digital music). Advertising inventory refers to the available space or opportunities where advertisements can be displayed to an audience, including for example website banner spaces, advertisement placements in mobile apps, or in digital games.

In this context, Azerion relies on continued access to premium advertising inventory in high-quality and brand-safe environments, viewable to users across multiple screens, through which it can display advertisements on behalf of its clients and for its proprietary content. In most instances, publishers can change the amount of advertising inventory they make available to Azerion at any time or elect to make such space available to Azerion's competitors or may seek to sell a portion of their advertising inventory directly to advertisers (and publishers may seek to do so increasingly in the future) rather than advertising service providers such as Azerion. If Azerion fails to obtain sufficient access to advertising inventory with publishers, this may adversely affect the

performance of its advertisement business and thus the demand for its services. Publishers may also demand a higher revenue share at which they offer advertising inventory to Azerion. A change of the revenue share paid to publishers could significantly negatively affect Azerion's revenue. This all could adversely affect Azerion's business, financial condition and results of operations.

Additionally, although no such restrictions are currently in place to any material effect, publishers may increasingly place significant restrictions on Azerion's use of their advertising inventory. These restrictions may prohibit ads from specific advertisers or specific industries, or they could restrict the use of specified creative content or format. If that were to occur, Azerion may have fewer opportunities to provide its advertiser customers access to advertising inventory, which would have an adverse effect on Azerion's business, financial condition and results of operations.

Medium level risk

A.6 Risk related to shift of market power among publishers, intermediaries and advertisers

Azerion generates part of its revenue by matching third-party publishers' advertising inventory with demand from advertisers. This part of Azerion's revenue is captured by Azerion's total advertising revenue (accounting for approximately 64% of total revenues in H1 of 2023, see also risk factor "A.2 Risk related to Azerion's potential inability to keep up with new trends in the digital advertising industry and changing technologies"), which also includes advertising revenue generated through advertising inventory owned by Azerion. Azerion receives a portion of the payment that advertisers pay for placing advertisements into the apps or onto the websites of publishers. Azerion is therefore focused on maximising its revenue after incurring costs for acquiring advertising inventory. Azerion experiences and expects to continue to experience, increased competition for the purchase of advertising inventory. Changes in the advertising network value chain, for example including the emergence of new digital advertising technologies or changes to advertisers' and publishers' operating models leading to more direct relationships between advertisers and publishers, , where advertising intermediaries' importance (such as Azerion) is reduced or where other new models emerge to obtain advertising inventory, may result in a decrease in Azerion's margins, which may adversely affect its business, financial condition and results of operations.

A decrease in Azerion's margins may also result from a consolidation of publishers, advertisers or intermediaries along the value-chain, which may shift buying power across the industry. If publishers decide not to make advertising inventory available to Azerion as a result of consolidation or otherwise decide to decrease the share of revenue Azerion receives, then Azerion's overall revenue could decline and its cost of acquiring advertisement could increase. This could have an adverse effect on Azerion's business, financial condition and results of operations.

Medium level risk

A.7 Risk related to advertisers and publishers ceasing to use Azerion's products

Azerion's contracts with advertisers and publishers generally do not provide for any minimum volumes and may be terminated with relatively short notice period or no notice period at all, and without penalty, which is believed to be market practice in the advertising industry. In addition, these agreements typically do not restrict publishers or advertisers from entering into agreements with other companies, including Azerion's competitors. Advertisers' and publishers' need, and plans can change quickly, and advertisers and publishers may reduce volumes or terminate their arrangements with Azerion for a variety of reasons, including dissatisfaction with its products and services, a reduction in its advertising inventory, competitiveness of its pricing and payment terms, ability to tailor products, new offerings by or strategic relationships with its competitors, or declining general

economic conditions. As a result, Azerion has limited visibility as to its future advertising revenue streams.

There is a risk that advertisers and publishers will not continue to use Azerion's products and services or that Azerion will not be able to replace, in a timely or effective manner, departing customers with new customers that generate comparable revenues. There is also a risk that Azerion's current advertisers and publishers will not continue to use its products and services on commercially acceptable terms, or at all. Azerion may not be able to replace advertisers and publishers who decrease or terminate the use of its products and services with new advertisers and publishers that spend similarly on its platform. Should any of these risks occur, it will primarily cause decreased revenues but also increased costs, adversely affecting Azerion's business, financial condition and results of operations.

Medium level risk

A.8 Risk related to the contribution from a certain number of larger advertisers and publisher clients

The retention of Azerion's main advertisers and publishers is important to its results of operations. Although Azerion's overall levels of client concentration remain relatively low, in Azerion's client base there is a small number of larger advertisers and publisher clients. At the same time, for full year 2022, only one client accounted for more than 10% of Group revenue.

There is a limited number of large media advertisers and demand side platforms in the digital advertising market, and it could be difficult for Azerion to replace revenue loss from significant advertisers or publishers whose relationships with Azerion diminish or terminate, whether due to matters in- or outside of the control of Azerion. Loss of revenue from significant advertisers or failure to collect accounts receivable, whether as a result of advertiser payment default, contract termination, or other factors such as significant reductions in advertising inventory, could adversely affect Azerion's business, financial condition and results of operations.

Medium level risk

A.9 Risk related to the digital advertising market being highly fragmented and intensely competitive

The digital advertising market is highly competitive, relatively fragmented with numerous players of varying sizes across all the different components of the value-chain, and rapidly changing. With the introduction of new technologies and the influx of new entrants, Azerion expects competition from such new entrants to intensify, which could harm its ability to increase revenue and to maintain or increase its current margins.

While the digital advertising market remains relatively fragmented, Azerion also faces competitive pressure from large and well-established internet companies that have emerged over time in the industry, such as Google, Meta and Amazon, which have established a strong and broad presence across the digital advertising ecosystem and have significantly more financial, technical, marketing and other resources, a more extensive client base, and longer operating histories and greater brand recognition than Azerion does. These companies have access to user information by virtue of their popular user-oriented websites and mobile apps, and have the technology designed for use in conjunction with the types of user information collected from their websites and mobile apps. These companies may also leverage their positions to make changes to their systems, platforms, exchanges, networks or other products or services, which could lead to decreased revenues as well as increased costs and, thus, adversely affect Azerion's business, financial condition and results of operations. In addition, further competition is experienced by Azerion from advertising agencies and traditional media.

Medium level risk

A.10 Risk related to the retention and recruitment of management and other key employees

Azerion's success is driven through and dependent on its ability to recruit, train and retain a focused management team and skilled specialist employees, particularly operational and technical personnel. The global technology industry is a growing industry and therefore competition for human capital exists, particularly in relation to technology engineers and developers. While currently not a material concern for Azerion, in part due to an active acquisition strategy that brings with it specialist personnel, competition for employees is likely to remain and there is a risk of failure to hire and retain key employees or to integrate new talent to supplement the existing team. There is also a risk of failure of Azerion's management team and key employees to comply with laws and regulations, which would be detrimental to its business as well as causing decreased revenues and increased costs, which could have an adverse effect on Azerion's financial position and result of operation.

Medium level risk

A.11 Risk related to exchange rate fluctuations

Azerion's financial statements are denominated in Euros. Accordingly, Azerion's results of operations are exposed to fluctuations in exchange rates between the Euro and other currencies. Most of Azerion's revenue is in Euros. However, due to the international nature of Azerion's business, different clients transact with Azerion in different currencies and, hence, a portion of its revenue and expenses are denominated in currencies other than Euro, mainly USD, followed by GBP and SEK. In 2022, approximately 36% of Azerion's consolidated revenues were denominated in currencies other than Euro, with 2023 year-to-date to September remaining at approximately 35%. The non-Euro denominated revenue mainly relates to advertising and e-commerce.

The objective of the Issuer's foreign currency risk management is to limit foreign currency exposure, as far as possible, by matching liabilities and cash outflows in foreign currency with respective assets and inflows in foreign currency. The residual foreign currency risk exposure is currently not hedged, although the Issuer's strategy in this respect will be kept under review.

Fluctuations in exchange rates between the Euro and the other currencies with which Azerion does business could result in financial losses and consequently have an adverse effect on its business, financial condition and results of operations.

Medium level risk

A.12 Risk related to adverse acts of individual employees; AFM investigation

Azerion cannot fully control the actions of employees that could potentially have an adverse impact on the operations or reputation of the company.

On 7 March 2023, the AFM approached Azerion to obtain information. Azerion's Supervisory Board and management team were subsequently informed about an investigation by the AFM, which according to AFM-information then made known to Azerion, appeared to be related to compliance with article 15 of the Market Abuse Regulation. The information provided by the AFM was relatively limited, but it did appear that while including Azerion, the investigation seemed to be focused on the shareholders of Principion Holding B.V. (one of Azerion's main shareholders), including Azerion co-CEOs Atilla Aytekin and Umut Akpinar. On 12 March 2023, after careful consultation with the Supervisory Board, Atilla Aytekin decided to temporarily step down as Co-Ceo of Azerion, pending the AFM investigation.

In the Risk Management section of Azerion's annual report 2022 it was stated that "While the investigation is

ongoing, based on the information known at this point in time, there is no indication that a material financial impact will arise for Azerion". Should the outcome of the AFM investigation, however, be negative in some way, it could have a negative effect on the Group's reputation which, in turn, could result in an adverse impact on the Group's business and results of operations.

Should the outcome of the AFM investigation, however, be negative in some way, it could have a negative effect on the Group's reputation which, in turn, could result in an adverse impact on the Group's business and results of operations. Furthermore, should persons being deemed as key individuals for the organization, following the outcome of the investigation subsequently lead to the individual(s) leaving the Group, it could harm the Group's business and future growth (see also risk factor "A.9 Management and key employees").

Low level risk

A.13 Risk related to changes in technology, development platforms, mobile devices and operating models in the online gaming industry which may impact Azerion's provision of its services

Technology in the online gaming industry develops rapidly. Azerion's future success depends on its ability to recognise the adoption rates of new and emerging technologies and correctly distinguish between technological turning points and temporary, short-lived trends. Azerion must continually anticipate and adapt its online games, marketing models, distribution channels and business models to emerging technologies and distribution platforms, including for example increased use of artificial intelligence (see also risk factor "A.2 Risk related to Azerion's potential inability to keep up with new trends in the digital advertising industry and changing technologies"), in order to attract and retain users, generate revenue and stay competitive. Implementing new technologies and operational, marketing or business models often requires substantial financial investment and other resources such as management attention. If the implementation of such changes does not achieve commercial success, Azerion may not recover its investment. Accordingly, if Azerion fails to successfully adjust to changes in technologies, development platforms, mobile devices or operating models in the online gaming industry, its business, financial condition and results of operations may be adversely affected.

Medium level risk

A.14 Risk related to Azerion's dependency on existing and new online games

The online gaming industry is a highly competitive, fluid environment where user preferences for online games are difficult to predict. Azerion's future success depends not only on the popularity of its existing online games portfolio but also on its ability to develop, acquire or license and distribute popular online games, thereby expanding or maintaining its portfolio with games in a variety of genres that are in line with market trends and user preferences. Azerion is therefore in part also dependent on the availability of sufficiently popular games to acquire or license. Acquiring or licensing sufficiently popular games, developing successful new games and enhancing or extending the life of existing games can be challenging and requires a deep understanding of the online gaming industry in the markets where Azerion's games are published and an ability to timely anticipate and effectively respond to the game user's changing interests and preferences. A significant portion of Azerion's portfolio involves the acquiring, developing, publishing and continued servicing of "free-to-play" (F2P) games that users download and spend time and money playing, by for example buying in-game items. Successfully monetising such games is difficult and requires that Azerion delivers valuable and entertaining player experiences that a sufficient number of players will pay for, or that Azerion is able to otherwise sufficiently monetise its games (for example, by serving in-game advertising through its advertising).

Successfully extending the lifespan of games in Azerion's portfolio requires their continued improvement and timely updates of new features and functionalities that not only appeal to new and existing users but also

improves the games' overall user loyalty. The extent to which Azerion can successfully maintain and increase the popularity of its online games depends on its ability to anticipate general market trends in the online gaming industry as well as the specific preferences of its game users. In addition, in the course of operating Azerion's online games, certain game features may periodically be introduced, changed or removed. Unexpected technical, operational, deployment, programming or other problems could delay or prevent the introduction of new features and game updates, which could result in a loss of, or delay in revenues or cause damage to Azerion's reputation and brand. If any of the new features is introduced with defects, errors or failures, Azerion could experience decreased sales, loss of end users and damage to its reputation and brand. There is a risk that the introduction, change or removal of any of the game feature will not be well received by its game users, who may decide to reduce or eliminate their playing time in response to any such introduction, change or removal. As a result, any introduction, change or removal of game features may adversely impact the popularity or lifespan of Azerion's games.

The success and continued of Azerion's games depends, in part, on unpredictable and volatile factors beyond its control including consumer preferences, the popularity and availability of competing games, new technology, mobile devices and operating systems and the popularity and availability of other entertainment experiences. If Azerion is not able to successfully respond to these factors, this may adversely affect its business, financial condition and results of operations.

In addition, as part of its strategy to grow the user base of its existing premium games, Azerion incurs costs to attract users to play its games through marketing campaigns and other efforts. There is a risk that these user acquisition costs will not result in more users playing Azerion's premium games or more revenue generated by its premium games, or that Azerion's premium games will not be perceived to be sufficiently attractive by users of its casual games to start playing its premium games and make in-game purchases.

Should any of the abovementioned risks occur, it may adversely affect Azerion's business, financial condition and results of operations by way of decreased revenues and/or increased costs.

Low level risk

A.15 Risk related to Azerion's continued ability to successfully attract in-game advertisers

If Azerion is unable to attract and maintain a sufficient user base in its online games segment, for example due to a failure to offer or maintain attractive games (itself influenced by factors such as individual in-game mechanics, quality of user interface, experience and gameplay, soundtrack, levels of difficulty and challenge, social community or multi-player features, all of which are partly mitigated through the breadth of the Issuer's portfolio of games as well as the Issuer and its third-party partners' internal and external studio and creative capabilities), or otherwise fail to offer attractive in-game advertising models or technology, advertisers may not be interested in purchasing in-game advertisements in its owned and operated games, which could adversely affect its revenue from in-game advertising. Conversely, if Azerion's advertisement space is sold out and the demand exceeds the supply, this limits its ability to generate further revenue from in-game advertising, in particular during peak hours and in key geographies. Any of these risks could adversely affect Azerion's business, financial condition and results of operations, primarily by decreased revenues.

Low level risk

A.16 Risk related to Azerion's dependency on users making in-game purchases

Azerion's Premium Gaming segment primarily generates revenue from users making in-game purchases while playing Azerion's games. In H1 of 2023, Azerion's Premium Gaming segment generated approximately 20% of

Azerion's total revenue, or approximately 10% for the same period when excluding the social card games portfolio that was sold by Azerion in August 2023. Users purchase virtual goods in Azerion's premium games because of the perceived value of those virtual goods. This value is dependent on the relative ease of securing an equivalent good via non-paid means within the game.

The perceived value of these virtual goods can be impacted by various actions that Azerion takes in the games, such as offering discounts for virtual goods, giving away virtual goods in promotions or providing easier non-paid means to secure these virtual goods. Unrelated third parties have developed, and may continue to develop, "cheats" or guides that enable users to exploit vulnerabilities or advance in Azerion's games, obtain unfair advantages, or other types of hacks, which could reduce users' willingness to pay for in-game virtual goods. These programs and practices may undermine the integrity of games and harm the experiences of players who play fairly.

If Azerion fails to respond to the illicit efforts of third parties to gain unfair advantage in games through cheats or other fraudulent activity in a timely and effective manner, the popularity of its premium games may decline, and its reputation may be damaged. These cheats could result in lost revenue from Azerion's premium games, disrupt its in-game economies, divert time from its personnel, increase costs of developing technological measures to combat these programs and activities, increase Azerion's customer service costs needed to respond to dissatisfied players, and lead to legal claims. In addition, if Azerion fails to manage its game economies properly, users may be less likely to spend money in the games. Should any of the aforementioned risks occur it could have an adverse effect on Azerion's business, financial condition and results of operations.

Medium level risk

A.17 Risks related to third-party content owners ceasing to use Azerion's distribution platforms

The success of Azerion's distribution platforms, such as GameDistribution, Voidu and Genba, is dependent on its ability to offer users and business partners sufficiently attractive gaming and other content owned by third parties through its distribution platforms.

Any unfavourable changes in the revenue-sharing arrangements with such third-party content owners may adversely impact Azerion's revenue and profitability. Disputes with third-party content owners, such as disputes relating to intellectual property rights, including licensing agreements, revenue-sharing arrangements and billing issues, may also arise from time to time and there is a risk that Azerion will not be able to resolve such disputes in a timely manner or at all. Any failure on Azerion's part to maintain good relationships with a sufficient number of owners of popular content could cause the number of gaming and other content downloads through its distribution platforms to decrease, which may have an adverse effect on its business, financial condition and results of operations.

Medium level risk

A.18 Risk related to Azerion's dependence on third-party platforms and services providers

In addition to its owned and operated distribution channels, Azerion publishes its premium games predominantly through the Apple iOS app store and Google Play and other application stores and platforms owned and operated by third parties. Azerion is also dependent on third-party platform providers in respect of its digital advertising services, as well as cloud computing services and systems, e.g. as hosted by Amazon Web Services. Azerion relies on the interoperability of its platform with these third-party platforms and, among other things, for these third parties to promote and distribute its games, provide certain user services, its digital advertising services and, in some instances, process payments from users.

Azerion is subject to these third parties' standard terms and conditions, which govern, among other things, the promotion, distribution and operation of games and other applications on their platforms. If Azerion violates or if a platform provider believes that Azerion has violated its terms and conditions, for example related to the type of offered content, processing of data, or payment terms or mechanics, the particular platform provider may discontinue or limit its access to that platform, which could harm Azerion's business and its ability to distribute its games. Azerion's business could also be harmed if these platforms decline in popularity among users, modify their discovery mechanisms for games, the communication channels available to game owners, their terms of services or other policies such as fee structures, the introduction of caps on users' in-game spending, modify how they label free-to-play games or adjust their payment methods for in-game purchases. Other related risks include restrictions or bans of Azerion's digital advertising services, which could restrict Azerion's ability to generate revenue through advertisement. In addition, in the event that any of Azerion's agreements with these third-party service providers are terminated, Azerion may experience significant costs or downtime in connection with the transfer to, or the addition of, new hosting or cloud computing providers. Although alternative providers could potentially host Azerion's platform on a substantially similar basis, any transition is expected to be disruptive and Azerion could incur significant costs in connection with any such transition, which could have an adverse effect on its business, financial condition and results of operations.

Furthermore, a few of these third-party platforms dominate the application distribution channels. Any changes in the revenue-sharing arrangements that Azerion has with any of the major third-party application distribution platforms may adversely impact its revenue and profitability. In addition, changes in the credit period or the settlement cycle terms of these third-party platforms may adversely affect Azerion's cash flows, as it may delay the timeline within which Azerion is paid for generated revenues. A platform provider may also make other changes that impact access to, and use of, its platform. Such terms and policy changes may decrease e.g. the visibility or availability of Azerion's games or otherwise impact its ability to monetise its games. Disputes with third-party platforms or third-parties operating on such platforms, such as disputes relating to intellectual property rights, distribution fee arrangements and billing issues, may also arise from time to time and Azerion cannot assure that it will be able to resolve such disputes in a timely manner or at all. If Azerion's access to a major third-party platform is restricted for any reason, Azerion may not be able to find a replacement in a timely manner, or at all, and the distribution of its games and/or digital advertising services may be adversely affected, which may have an adverse effect on Azerion's business, financial condition and results of operations.

Medium level risk

B. Risks related to regulatory non-compliance

B.1 Risk related to Azerion being subject to various laws and regulations globally and any failure to observe such laws and regulations

As a company with global operations in the digital advertisement and online gaming market, Azerion must comply with the various laws and regulations of the jurisdictions in which it operates, including data protection laws, privacy laws, consumer protection laws, laws protecting minors and gambling laws. As the gaming industry is evolving, many regulations related to games and advertising are also evolving and could be interpreted in ways that could adversely affect Azerion's business. Furthermore, the laws and regulations affecting Azerion vary by jurisdiction and may be inconsistent with one another, imposing conflicting or uncertain restrictions.

The adoption and enforcement of legislation or self-regulation by the industry that restricts the marketing, content, business operating model, or sales of Azerion's products in countries in which Azerion does business may harm the sales of its products.

The growth and development of electronic commerce and virtual goods have prompted and may in the future

prompt calls for more stringent consumer protection laws, stricter enforcement of such laws, or more stringent app store platform policies, that may impose additional burdens or limitations on the operations of companies such as Azerion, conducting business through the Internet and mobile devices. Furthermore, Azerion is subject to laws and regulations related to protection of minors, consumer privacy, accessibility, gambling, advertising, taxation, payments, intellectual property, distribution, and antitrust, among others. These laws and regulations are evolving and could be interpreted in ways that could harm Azerion's business or expose Azerion to liability. In addition, there are ongoing academic, political and regulatory discussions in the United States, Europe, Australia, Brazil and other jurisdictions regarding whether certain game genres, such as social casino, or certain game mechanics, such as "loot boxes", should be subject to a higher level or different type of regulation than other game genres or mechanics to protect consumers, in particular minors and persons susceptible to addiction, and, if so, what such regulation should include. New regulations, which may vary significantly across jurisdictions and which Azerion may be required to comply with, could require that these game mechanics be modified or removed from games, increase the costs of operating its games, impact player engagement and monetisation or otherwise harm its business performance. It is difficult to predict how existing or new laws may be applied to these or similar game mechanics. If Azerion becomes liable under these laws or regulations, it could be directly harmed, and it may be forced to implement new measures to reduce its exposure to this liability. This may require Azerion to expend substantial resources or to modify its games, which would harm its business, financial condition and results of operations.

In addition, existing or new laws and government regulations regarding the marketing of in-app purchases (including maximum amounts or onerous refund procedures), regulation of currency, banking institutions, virtual currencies (such as crypto currencies), non-fungible tokens (NFTs) and money laundering may be interpreted to cover virtual goods or goods, which could among others require changes to Azerion's software, to virtual goods marketing and to the time of availability of offers. Such changes could lead to increased software development costs, lower revenues as well as changes to in-app advertising and in-app purchases. It is possible that Azerion's interpretations or practices might in some respects fail to comply with any applicable legislation or deviate from the interpretations of the relevant authorities of relevant laws. This may not only lead to legal proceedings, government-imposed fines, or monetary penalties and other sanction, but may also harm Azerion's reputation, all of which could have an adverse effect on its business, financial condition and results of operations.

High level risk

B.2 Risk related to privacy, data protection, information security and consumer protection

Azerion's gaming and digital advertising operations involve the handling of large amounts of data. For this reason, Azerion is subject to a variety of national and international laws, directives, regulations, policies and other legal obligations, including those that apply to the collection, use, retention, protection, disclosure, transfer and other processing of personal data, and security of information, including, but not limited to, the EU's General Data Protection Regulation ("**GDPR**"), as transposed into the UK domestic laws, the UK Data Protection Act, the Personal Information Protection and Electronic Documents Act in Canada, the Children Online Privacy Protection Act ("**COPPA**") and the California Consumer Privacy Act (the "**CCPA**"). Laws such as these give rise to an increasingly complex set of compliance obligations on Azerion.

These data protection rules continue to evolve and may result in ever-increasing regulatory and public scrutiny and escalating levels of enforcement and sanctions and increased costs of compliance. Azerion cannot yet determine the impact such future laws, regulations and standards will have on its business and there is thus a risk that it may require Azerion to deploy substantial resources in order to ensure compliance with these laws and regulations. Furthermore, should Azerion not be compliant with such laws and regulations, for instance because of a compromise of the security of Azerion's information technology systems resulting in improper

disclosure of personal information and other data or by hacker attempts, it may become subject to potential governmental actions or third-party claims (see also risk factor "A.1 Risks relating to disruption of technology platform"). It may also negatively impact Azerion's reputation, which could result in diminished user base. Similarly, recent legal developments in Azerion's business efficiencies and economies of scale depend on generally uniform solution offerings and uniform treatment of customers across all jurisdictions in which Azerion operates. Compliance requirements that vary significantly from jurisdiction to jurisdiction impose added costs on Azerion's business and can increase liability for compliance deficiencies.

Moreover, there are (forthcoming) European acts and legislative proposals, including the EU Digital Services Act (the "**DSA**") and the EU Directive on privacy and electronic communications (the "**ePrivacy Directive**"). The DSA is a regulatory framework for regulating online intermediaries and improving online safety, planned to become applicable from early 2024, while some obligations for online platforms went into effect on November 16, 2023. The DSA has a broad scope and establishes a range of legal obligations, including certain content removal requirements, prohibitions to engage in manipulative design and to display certain online advertising targeted to users profiled on the basis of sensitive characteristics, accountability obligations requiring audits of algorithms and assessments of systemic risk for large digital platforms. This regulation, including costs related to disclosure and compliance, any potential content restrictions or restrictions on the use of specific forms of digital advertising may negatively impact the Issuer's business, financial condition and results of operations.

Additional forthcoming European regulation relate to the processing of personal data in the context of cookies and similar technologies, electronic communications and marketing. In the EU and the United Kingdom, regulators are increasingly focusing on compliance with requirements in the online behavioural advertising ecosystem, and current national laws that implement the EU Directive on privacy and electronic communications (the "**ePrivacy Directive**") are highly likely to be replaced by an EU regulation known as the ePrivacy Regulation, which would foresee more stringent enforcement actions, including fines. In the EU and the United Kingdom, a user's informed consent is required for the placement and analysis of certain types of cookies or similar technologies on a user's mobile device, such as those used in the context of personalised advertising. The GDPR also imposes conditions on obtaining valid consent, such as a prohibition on pre-checked consents, offering the possibility to easily withdraw consent and ensure that the purposes for which consent is sought are clearly explained. If third-party cookies are placed for which consent is required, the GDPR requires that the relevant third parties are disclosed to the data subject. While the text of the ePrivacy Regulation is still under development, a recent decision of the Court of Justice of the EU and regulators' recent guidance are driving increased attention to cookies and tracking technologies. Enforcement by regulators of the strict approach in recent guidance could lead to substantial costs, require significant systems changes, limit the effectiveness of Azerion's marketing activities, adversely affect its margins, increase costs and subject it to additional liabilities. Regulation of cookies and similar technologies, and any decline of cookies or similar online tracking technologies as a means to target users or offer personalised content, may lead to broader restrictions and impairments on Azerion's marketing and personalisation activities and may negatively impact its business, financial condition and results of operations.

Medium level risk

B.3 Risk related to regulations restricting access to Azerion's online games

Azerion's online games could be blocked or restricted in some countries for various regulatory or other reasons, including pursuant to applicable gambling laws. Although Azerion's games do not consist of betting actual money, they may sometimes fall under a definition of gambling in certain jurisdictions. The laws that apply to the determination as to whether a game is subject to gambling laws and licensing requirements are subject to interpretation and evolving.

There is a risk that existing or future laws in the jurisdictions where Azerion operates may be interpreted in a manner that is not consistent with its current practices. This may lead to certain Azerion having to obtain a licence (to the extent available) or Azerion's games no longer being available in such jurisdictions (or fines if Azerion does not remove such access in time), which could result in a loss of revenue or increased costs which could ultimately have an adverse impact on its business, financial condition and results of operations.

Low level risk

C. Risks related to IT and intellectual property

C.1 Risk related to the (lack of) functionality of Azerion's algorithms and data engines

Azerion's ability to attract advertisers to its platform is significantly dependent on its ability to effectively assess and predict user interest in, and interaction with, relevant advertising content. Azerion's algorithms and data engines aggregate and analyse data to improve its services, specifically with regard to the placement, pricing and planning of advertisements. The data Azerion collects may not be relevant to all industries and for certain industries Azerion may not have sufficient user data to ensure that its algorithms and data engines would work effectively. Furthermore, Azerion generally does not verify the data it gathers, and such data may be inaccurate. Even if such data is accurate, it may become irrelevant or outdated and thus may not reflect a user's genuine interest or accurately predict his or her interaction with a given advertisement. A user's interest and behaviour pattern may change or they may have already completed a transaction and no longer be interested in the advertisement. Furthermore, Azerion expects to experience significant growth in the amount of data it processes as it continues to develop new products and services to meet evolving and growing advertiser demands. As the amount of processed data and variables increases, the calculations that Azerion's algorithms and data engines need to process become increasingly complex and the likelihood of any defect or error increases.

To the extent Azerion's proprietary algorithms and data engines fail to accurately assess or predict a user's interest in, and interaction with, the relevant advertisement or experience errors or defects, Azerion's platform may become less attractive to advertisers, which may adversely affect its financial condition and results of operations, primarily as a result of decreased revenues.

Low level risk

C.2 Risk related to external parties providing information technology systems over which Azerion provides its products and services

The functioning of Azerion's products and services on mobile devices and operating systems is dependent on the reliability of network operators and carriers who maintain sophisticated and complex mobile networks, as well as its ability to deliver advertisements on those networks at prices that enable Azerion to realise a profit.

Mobile networks could fail for a variety of reasons, including new technology incompatibility, degradation of network performance under the strain of too many users using the network, general failure from natural disasters or political or regulatory shut-down. Individuals and groups who develop and deploy viruses, worms and other malicious software programmes could also attack mobile networks and the mobile devices that run on those networks. Any actual or perceived security threat to mobile devices or any mobile network could lead existing and potential users to reduce or refrain from mobile usage or from responding to the products or services offered by Azerion's advertisers. If the network service of a network operator should fail for any reason, Azerion would not be able to effectively provide its products or services to its advertisers through that network. This in turn could adversely affect Azerion's business, financial condition and results of operations.

Mobile carriers and network operators may also increase restrictions on the amounts or types of data that can be transmitted over their networks, change their pricing plans or increase the prices for the usage of data. If a network carrier were to restrict amounts of data that can be delivered on that carrier's network or change pricing plans, block advertisements on their networks, or otherwise control the content that may be downloaded to a mobile device that operates on the network, it could negatively affect Azerion's pricing practices and inhibit its ability to deliver targeted advertising to that carrier's users. If the prices for the usage of data would be increased, it would become more expensive for users to gain access to Azerion's products or services, which could negatively impact its user base. Any such restriction or alteration could adversely affect Azerion's business, financial condition and results of operation.

Low level risk

C.3 Risk related to a failures to obtain, maintain, protect or enforce Azerion's intellectual property rights

Azerion's most important intellectual property rights relate to the copyrights, tradenames and trademarks with respect to its premium games. Azerion may not be successful in the implementation of its intellectual property rights registration strategies and may be unable to secure intellectual property rights in a timely manner or at all, which could limit its ability to protect the relevant intellectual property rights from competitors.

Azerion's competitors or other third parties could, lawfully or unlawfully, seek to use or infringe its intellectual property rights or claim that Azerion infringes their intellectual property rights, which could adversely affect the value of its intellectual property. There is also a risk that Azerion allegedly or actually infringes the intellectual property rights of others in regard to its games, technology or other content. In the future, Azerion could face legal action based on alleged infringement or unauthorised use of intellectual property rights (for example patents, trademarks or business or trade secret) or claims that Azerion must acquire licenses to the software that is needed for its operation. These disputes can be costly and could require Azerion to pay significant damages and could limit its ability to use certain technologies in the future. Even if Azerion is able to license the allegedly infringed or similar technology or games, licensing fees could be substantial and the terms of these licenses could be burdensome, which might adversely affect its results of operation. Azerion might also incur substantial expenses in defending against third-party infringement claims, regardless of their merit.

In addition to the intellectual property created or acquired by Azerion, Azerion makes extensive use of third-party provided intellectual property in its games, for example by selling branded items or hosting brand-themed events or branded digital stores in its games. The agreements underlying these types of partnerships are partnership-specific, but generally are short-term in nature (e.g. one or two months) and contain either a one-off payment by the advertiser or a revenue share agreement based on for example, items sold.

In addition, Azerion enters into license agreements with third parties for (i) the purchase of casual games and game development and maintenance services as outsourced services; and (ii) the distribution of games and other content on its sales platform and game distribution portals. Part of the technology of one of Azerion's premium games, myjackpot.com, is also licensed to Azerion by third parties. Any of Azerion's licensors could decide not to renew Azerion's existing license or not to license additional intellectual property and instead license to Azerion's competitors or develop and publish its own mobile games or other applications, competing with Azerion in the marketplace. Many of these licensors already develop games for other platforms and may have significant experience and development resources available to them should they decide to compete with Azerion. This could increase competition and have an adverse effect on Azerion's business, financial condition and operating results if these third parties unlawfully seek to utilise Azerion's intellectual property rights, and on the other hand, expose Azerion to potential litigation regarding third-party intellectual property rights.

Any of the above could have an adverse effect on Azerion's business, financial condition and results of

operations.

Low level risk

RISKS RELATING TO THE BONDS

D. Risks related to the nature of the Bonds

D.1 Risk related to Azerion's dependence on its subsidiaries to make payments on the Bonds

The Issuer's operations are focused on managing its subsidiaries and a significant part of the Group's assets and revenues relate to the Issuer's subsidiaries. The revenue contribution of the subsidiaries is reasonably evenly spread, with three important subsidiaries being Azerion Technology B.V., WHOW Games GmbH and Voidu B.V. The Issuer is therefore dependent upon its subsidiaries in order for its business operations to function from a logistical point of view and, by extension, its whole business operations. As the Issuer's operations are focused on managing its subsidiaries, the Issuer is dependent upon receipt of sufficient income and cash flow related to the operation and ownership of the subsidiaries to enable it to make payments under the Bonds. Consequently, the Issuer is dependent upon the subsidiaries' availability of cash and their ability to transfer upon request, which may from time to time be limited by legal and/or practical or other considerations. The subsidiaries are further legally distinct from the Issuer and may not have obligations to make payments to the Issuer of any profits generated from their business. Should the Issuer not receive sufficient income from its subsidiaries, by way of dividends, cash or value transfer from one or more subsidiary, there is a risk that the Issuer will be unable to service its payment obligations under the Bonds and subsequently adversely affect bondholders' ability to receive payment under the Bonds.

Azerion or its assets may not be protected from any actions by the creditors of any subsidiary of Azerion, whether under bankruptcy law, by contract or otherwise. In addition, although borrowings by subsidiaries are currently not considered material, defaults by, or the insolvency of, certain subsidiaries of Azerion could result in the obligation of Azerion to make payments under parent company financial or performance guarantees in respect of such subsidiaries' obligations or the occurrence of cross defaults on certain borrowings of Azerion, which may in turn adversely affect the Issuer's ability to make payment on the Bonds and the market value of the Bonds themselves.

Medium level risk

D.2 Risk related to put options and lack of funds of Azerion

The Bonds will be subject to prepayment at the option of each bondholder (put options) if (i) an event or series of events occur whereby one or more persons, not being the Main Shareholder (as defined in the Terms and Conditions) (or an Affiliate (as defined in the Terms and Conditions) thereof), acting together, acquire control over the Issuer and where "control" means (a) acquiring or controlling, directly or indirectly, more than 50.00 per cent of the shares of the Issuer, or (b) the right to, directly or indirectly, appoint or remove the whole or a majority of the directors of the Management Board of the Issuer, or (c) following an initial public offering of shares in the Issuer, after which such shares shall be quoted, listed, traded or otherwise admitted to trading on a regulated market or unregulated market, the occurrence of an event or series of events whereby the Issuer's shares are delisted from a Regulated Market (as defined in the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as amended).

There is, however, a risk that the Issuer will not have sufficient funds at the time of such prepayment to make the required prepayment of the Bonds which would have an adverse effect on the Issuer, e.g. by causing

insolvency or an event of default under the Terms and Conditions, and thus have an adverse effect on the ability of the Issuer to make payments on the Bonds and the market value of the Bonds themselves, and thus an adverse effect on all bondholders and not only those that choose to exercise the option.

Medium level risk

D.3 Risk related to early redemption of the Bonds

The Issuer 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 in accordance with the Terms and Conditions. However, there is a risk that the market value of the Bonds is higher than the early redemption amount 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.

It is also possible that the Issuer, in the event of a mandatory prepayment, will not have sufficient funds to carry out the required redemption of Bonds, which would have an adverse effect on the ability of the Issuer to make payments on the Bonds and the market value of the Bonds themselves.

Medium level risk

D.4 Risk related to refinancing of Azerion's debts, including the Bonds

There is a risk that the Issuer will be required to refinance some or all of its outstanding debt, including the Bonds, in order to be able to continue the operations of Azerion. The Issuer's ability to successfully refinance its debt depends on, among other things, conditions of debt capital markets and its financial condition at such time. Even if debt capital markets are open, there is a risk that the Issuer will not have access to financing on favourable terms, or at all. Should the Issuer be unable to refinance its debt obligations on favourable terms, or at all, it would have an adverse effect on Azerion's financial position and on the bondholders' recovery under the Bonds and the market value of the Bonds themselves.

Medium level risk

D.5 Ability to service debt and credit risk

The Issuer's ability to service its debt under the Bonds will depend on the Issuer's ability to have liquid funds in order to meet its payment obligations, which in turn is largely dependent upon the performance of the Group's operations and its financial position. If the Group's operating income is not sufficient to service its current or future indebtedness, the Group will be forced to take actions such as reducing or delaying its business activities, acquisitions, investments or capital expenditures, selling assets, restructuring or refinancing its debt or seeking additional equity capital.

An increased credit risk for investors will cause the market to charge the Bonds a higher risk premium, which will affect the Bonds' secondary market value negatively. Another aspect of the credit risk is that a deteriorating financial position of the Group will reduce the Group's possibility to receive debt financing at the time of the maturity of the Bonds (see risk factor "D.4 Risk related to refinancing of Azerion's debts, including the Bonds" above). This would in turn negatively affect the Issuer's ability to repay the Bonds at maturity.

Medium level risk

D.6 Risk related to floating interest rates

The Bonds carry interest at the Euro-zone inter-bank offered rate ("EURIBOR") (3 months) plus 675 basis points (6.75%) (being the Floating Rate Margin). Changes or uncertainty in respect of EURIBOR or replacement interest rate benchmarks may affect the value or payment of interest under the Bonds.

EURIBOR is the subject of ongoing regulatory reform. Following the implementation of any such potential reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past, or benchmarks could be eliminated entirely, or there could be other consequences, including those which cannot be predicted. Any such consequence could have a material adverse effect on the Bonds.

If EURIBOR is no longer available or any other Base Rate Event (as defined in Condition 20 (*Replacement of Base Rate*) of the Terms and Conditions) occurs, the Issuer may appoint a Successor Rate. A Successor Rate is a screen or benchmark rate, which is formally recommended as a successor to or replacement to EURIBOR by a Relevant Nominating Body. If no such recommended rate is available, an Independent Adviser (being independent financial institution or adviser of repute in the debt capital markets where EURIBOR is commonly used) appointed by the Issuer may determine a rate that is most comparable to EURIBOR. The Issuer would also appoint an Independent Adviser to calculate the applicable Adjustment Spread (being a positive or negative spread applied to the Successor Rate to make it economically comparable to EURIBOR) and other technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or to reflect the adoption of such Successor Base Rate in a manner substantially consistent with market practice. If the Issuer fails to appoint an Independent Adviser, the Bondholders shall, if so decided at a Bondholders' Meeting or by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer's expense). If an Event of Default has occurred and is continuing, or if the Issuer fails to carry out any actions described above, the Agent (acting on the instructions of the Bondholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer's cooperation.

Until a Successor Rate and Adjustment Spread has been decided, the applicable Interest Rate will continue to be EURIBOR (if still available) despite a Base Rate Event having occurred or, if no longer available, will be Interest Rate determined for the immediately preceding Interest Period.

It is noted that the above also applies to any Successor Rate appointed in respect of EURIBOR, *mutatis mutandis*.

Uncertainty as to the continuation of the floating rate on any Bonds, the ability of any agent or the Issuer to establish a fallback interest rate for any Bonds (including the possibility that a license or registration may be required for such agent or the Issuer under the applicable legislation), the risk of the ultimate fallback resulting in a floating rate bond becoming a de facto fixed rate bond based on a historic rate because the fallback methods prove not effective and the rate that would be applicable if the relevant benchmark is discontinued, may adversely affect the trading market and the value of the Bonds and the determination of any successor rate could lead to economic prejudice or benefit (as applicable) to investors.

Investors will not be able to calculate in advance their yield to maturity on the Bonds and returns on the Bonds are therefore uncertain and may be lower than expected. A key difference between the floating rate Bonds and fixed rate bonds is that interest income on the floating rate Bonds cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield on the Bonds at the time they purchase them, so that their return on investment cannot be compared with that of investments having fixed rate interest periods. Investors are exposed to reinvestment risk if market interest rates on the floating rate Bonds decline, because investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

Low level risk

E. Risks related to security

E.1 Risk related to the value and enforceability of guarantees

Azerion's obligations towards the bondholder under the Bonds may in the future be guaranteed by the Guarantors in accordance with Condition 13.15 of the Terms and Conditions. The Guarantors are direct subsidiaries of the Issuer whose financial results are consolidated into the Issuer's annual financial statements incorporated by reference into this Prospectus. Through the guarantee, bondholders may obtain a direct right against the Guarantors (being subsidiaries of the Issuer), to alleviate the risk of structural subordination compared to a bond issued at parent level.

Although Azerion's obligations towards the bondholders under the Bonds may become guaranteed in accordance with the Terms and Conditions, there is risk that any enforcement of claims under the guarantees would be insufficient to satisfy all amounts owed to the bondholders at the time of enforcement. Furthermore, any guarantors are not restricted from granting any additional guarantees. If any guarantors were to guarantee any other obligations, there is a risk that guarantees granted towards the current bondholders would be impaired.

If the Issuer were to be unable to make repayments under the Bonds, there is a risk that the bondholders would find it difficult or impossible to recover the amounts owed to them under the Bonds. There is also a risk that any guarantees granted in respect of the Bonds will be insufficient in respect of any of the Issuer's obligations under the Bonds in the event the Issuer becomes insolvent.

Medium level risk

E.2 Risk related to any future debt financing ranking senior or super senior with respect to the Bonds

The Issuer may in the future, together with certain of its subsidiaries, incur further debt, including under a super senior working capital facility (the "**Super Senior Working Capital Facility**"), and enter into hedging transactions in respect of payments to be made under the Bonds or such debt or for hedging exposures (including hedging exposures in relation to fluctuation in currency rates) arising in the ordinary course of business, but not for speculative or investment purposes (the "**Hedging Agreements**"). The Issuer may subsequently request that the Bondholders (represented by Nordic Trustee & Agency AB (publ)) enter into an intercreditor agreement with the Issuer, the creditors in respect of any such debt, including the Super Senior Working Capital Facility and the Hedging Agreements and any provider of New Debt (each as defined in the intercreditor term sheet appended to the Terms and Conditions).

Whilst there are currently no plans to make further debt issues, the Issuer has the ability to do so in accordance with the Terms and Conditions. Separately, it is possible that a Super Senior Working Capital Facility or Hedging Agreements may be put in place at some point in the future, as expressly provided for in and in line with the Terms and Conditions. Any such future debt, including the Super Senior Working Capital Facility and the Hedging Agreements and associated documentation will, following the entering into of an intercreditor agreement, rank super senior to the Bonds and there is a risk that the proceeds from an enforcement sale of the security assets will not be sufficient to repay any amounts under the Bonds.

As at the date of this Prospectus, it is possible that a Super Senior Working Capital Facility may be put in place at some point in the future, as expressly provided for in and in line with the Terms and Conditions. There are no current plans to enter into Hedging Agreements, but the Issuer reserves its option to do so and would do so through the Intercreditor Agreement and other mechanics described in the Terms and Conditions

Medium level risk

E.3 Risk related to the establishment of transaction security and the potential lack of value thereof

Azerion's obligations towards the bondholders under the Bonds are secured by security over all shares in all shares in Azerion Games en Content Holding B.V. and Azerion Tech Holding B.V. (subject to any permitted reorganisations under the Terms and Conditions) and Material Intra-Group Loans (defined in the Terms and Conditions as any intra-group loan provided by the Issuer to any of its Subsidiaries where the term is at least twelve (12) months and the principal amount exceeds EUR 1,000,000).

Although Azerion's obligations towards the bondholders under the Bonds are secured as described above, there is a risk that the proceeds of any enforcement sale of the pledged shares or that the sums of money of the pledged intra-group loans will not be sufficient to satisfy all amounts owed to the bondholders. All such security will be created in favour of Nordic Trustee & Agency AB (publ) as security agent (the "**Security Agent**"). The bondholders are represented by the Security Agent in all matters relating to the transaction security. There is a risk that the Security Agent, or anyone appointed by it, does not properly fulfil its obligations in terms of perfecting, maintaining, enforcing or taking other necessary actions in relation to the transaction security.

In addition, according to the Terms and Conditions the Issuer may enter into additional debt funding arrangements and hedging arrangements and may issue subsequent Bonds which creditors will be entitled to share the security granted to the existing bondholders (in the case of the parties providing any future Super Senior Working Capital Facility and Hedging Agreements (and associated documentation), on a super senior basis (see risk factor "*E.2 Risk related to any future debt financing ranking senior or super senior with respect to the Bonds*" above). There is a risk that the entry into any future financing and the issue of Subsequent Bonds will have an adverse effect on the value of the security granted to the bondholders. If the proceeds of an enforcement are not sufficient to repay all amounts due under or in respect of the Bonds, then the bondholders will only have an unsecured claim against the Issuer and its remaining assets (if any) for the amounts which remain outstanding under or in respect of the Bonds. At the date of this Prospectus, the Issuer has no current plans to issue Subsequent Bonds but reserves its rights to do so.

Finally, if a subsidiary which is the subject of a share pledge or is the borrower of a pledged Material Intra-Group Loan is subject to any foreclosure, dissolution, winding-up, liquidation, recapitalisation, administrative or other bankruptcy or insolvency proceedings, there is a risk that the secured assets would then have limited value. As a result, there is a risk that bondholders will not recover the full value (or any value in the case of an enforcement sale) of the shares. In addition, there is a risk that the value of the secured assets will decline over time and there is a risk that any enforcement could be delayed due to any inability to sell the security assets in a timely and efficient manner.

In relation to shares in the share capital of Dutch entities, it should be noted that enforcement and sale generally takes a significant amount of time, and there is a risk that proceeds remain limited due to an inability to create sufficient demand (market) for the shares within such a brief period of time, which could have an adverse effect on the value of the transaction security.

Low level risk

E.4 Risk related to the Group granting additional security

Subject to certain limitations from time to time, the Issuer and the other members of the Group may incur additional financial indebtedness and provide additional security for such indebtedness. If security is granted in favour of a third party debt provider, the bondholders will, in the event of bankruptcy, re-organisation or

winding-up of the Issuer, be subordinated in right of payment out of the assets being subject to security provided to such third party debt provider. In addition, if any such third party debt provider holding security provided by Azerion were to enforce such security due to a default by any member of Azerion under the relevant finance documents, there is a risk that such enforcement would have an adverse effect on Azerion's assets, operations and, ultimately, the financial position of the bondholders.

Low level risk

F. Risks related to the bondholders' rights and representation

F.1 Risk related to the bondholders being dependent on the Agent to take action

In accordance with the Terms and Conditions, the Agent represents all bondholders in all matters relating to the Bonds and the bondholders are prevented from taking actions on their own against the Issuer. Consequently, individual bondholders do not have the right to take legal actions to declare any default by claiming any payment from the Issuer and may therefore lack effective remedies unless and until a requisite majority of the bondholders agree to take such action. However, there is a risk that an individual bondholder, in certain situations, could bring its own action against the Issuer (in breach of the Terms and Conditions), which would have an adverse impact on an acceleration of the Bonds or other action against the Issuer.

To enable the Agent to represent bondholders in court, the bondholders and/or their nominees 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 have a negative effect on the legal proceedings. Under the Terms and Conditions, the Agent have in some cases the right to make decisions and take measures that bind all bondholders. Consequently, there is a risk that the actions of the Agent in such matters will impact a bondholder's rights under the Terms and Conditions in a manner that is undesirable for some of the bondholders.

Low level risk

F.2 Risk related to the Agent failing to take action

By subscribing for, or accepting the assignment of, any Bond, each holder of a Bond will accept the appointment of the Agent (being on the first issue date Nordic Trustee & Agency AB (publ)) to act on its behalf and to perform administrative functions relating to the Bonds. The Agent has, among other things, the right to represent the bondholders in all court and administrative proceedings in respect of the Bonds. However, the rights, duties and obligations of the Agent as the representative of the bondholders is subject to the provisions of the Terms and Conditions, and there is no specific legislation or market practice in Sweden (under which laws the Terms and Conditions are governed) which would govern the Agent's performance of its duties and obligations relating to the Bonds. There is a risk that a failure by the Agent to perform its duties and obligations properly or at all will have an adverse effect on the enforcement of the rights of the bondholders.

The Agent may be replaced by a successor Agent in accordance with the Terms and Conditions. Generally, the successor Agent has the same rights and obligations as the retired Agent. It may be difficult to find a successor Agent with commercially acceptable terms or at all. Further, there is a risk that that the successor Agent would breach its obligations under the above documents or that insolvency proceedings would be initiated against it.

There is a risk that materialisation of any of the above risks will have an adverse effect on the enforcement of the rights of the bondholders, including the right to receive payments under the Bonds.

Low level risk

F.3 Risk related to bondholders' meetings and bondholders being outvoted

The Terms and Conditions include certain provisions regarding bondholders' meetings. Such meetings may be held in order to resolve on matters relating to bondholders' interests.

The Terms and Conditions allow for stated majorities to bind all bondholders, including bondholders who have not taken part in the meeting and those who have voted differently from the required majority at a duly convened and conducted bondholders' meeting. Consequently, there is a risk that the actions of the majority in such matters will impact certain bondholders' rights in a manner that is undesirable for some of the bondholders.

Low level risk

G. Risks related to the admission of the Bonds to trading on a regulated market

G.1 Risks related to the admission to trading of the Bonds

Pursuant to the Terms and Conditions, the Issuer will undertake to have the initial Bonds admitted to trading on a regulated market within sixty (60) days after the relevant issue date with an intention to complete such admission to trading within thirty (30) calendar days after the relevant issue date as well as to have the initial Bonds admitted to trading on the Open Market of the Frankfurt Stock Exchange as soon as practicably possible. There is a risk that the Bonds will not be admitted to trading within the stipulated timeframe, or at all.

Even if the Bonds are admitted to trading on the aforementioned markets, active trading in the Bonds does not always occur and a liquid market for trading in the Bonds might not occur even if the Bonds are listed. This may result in the bondholders not being able to 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 will 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 the Bonds are admitted to trading. 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.

If the Issuer fails to admit the Bonds to trading within sixty (60) calendar days, investors holding Bonds on an investment savings account (Sw. *ISK or IS-konto*) will no longer be able to hold the Bonds on such account, thus affecting such investor's tax situation.

Low level risk

3. OVERVIEW OF THE BONDS

The following overview contains basic information about the Bonds. It is not intended to be complete and it is subject to important limitations and exceptions. Potential investors should therefore carefully consider this Prospectus as a whole, including documents incorporated by reference, before a decision is made to invest in the Bonds. For a more complete understanding of the Bonds, including certain definitions of terms used in this summary, see the Terms and Conditions.

The Issuer:	Azerion Group N.V.
The Bonds:	EUR 165,000,000 Senior Secured Callable Floating Rate Bonds due 2026
Maturity:	2 October 2026
Issue price:	98.50%
Net proceeds of the issuance:	EUR 162,525,000
Issue date:	2 October 2023
Interest rate:	3 Month EURIBOR plus 6.75% per annum (being the Base Rate plus the Floating Rate Margin)
Interest payment dates:	2 January, 2 April, 2 July and 2 October of each year commencing on 2 January 2024. Interest will accrue from (but excluding) the Issue Date.
Nominal amount:	The Bonds will have a nominal amount of EUR 1,000 and the minimum permissible initial investment in the Bonds is EUR 100,000. Subsequent to the issuance, the Bonds will be tradeable in minimum denominations of EUR 1,000 without any minimum investment.
Status of the Bonds:	<p>The Bonds are denominated in EUR and each Bond is constituted by the Terms and Conditions. The Issuer undertakes to make payments in relation to the Bonds and to comply with the Terms and Conditions.</p> <p>The Bonds constitute direct, general, unconditional, unsubordinated and secured obligations of the Issuer, and:</p> <ul style="list-style-type: none">• will at all times rank <i>pari passu</i> with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer without any preference among them, except those obligations which are mandatorily preferred by law;• may in the future be guaranteed by the Guarantors (as defined below);• are effectively subordinated to any existing or future indebtedness or obligation of the Issuer and its subsidiaries that is secured by property and assets that do not secure the Bonds, to the extent of the value of the property and assets securing such indebtedness; and• are structurally subordinated to any existing or future indebtedness of the subsidiaries of the Issuer that are not Guarantors, including obligations to trade creditors.
Guarantee:	<p>Under the Terms and Conditions, the Bonds will at a later stage be jointly and severally guaranteed by the Guarantors referred to in the Terms and Conditions. The Guarantors will be initially, the following of the Issuer's subsidiaries:</p> <ul style="list-style-type: none">• Azerion Technology B.V., a limited liability company incorporated in the Netherlands with reg. no. 20139757;• Whow Games GmbH, a limited liability company incorporated in Germany with reg. no. (HRB) 126959;

- Genba Digital Limited, a limited liability company incorporated in England and Wales with reg. no. 09491005;
- Keygames Network B.V., a limited liability company incorporated in the Netherlands with reg. no. 14077784;
- SPIL Games Group B.V., a limited liability company incorporated in the Netherlands with reg. no. 32081488;
- Voidu B.V., a limited liability company incorporated in the Netherlands with reg. no. 67876153;
- Azerion International Holding B.V., a limited liability company incorporated in the Netherlands with reg. no. 76432998;
- Delta Projects AS, a limited liability company incorporated in Norway with reg. no. 812 293 842;
- Delta Projects AB, a limited liability company incorporated in Sweden with reg. no. 556622-4936;
- Hi-media Deutschland AG, a limited liability company incorporated in Germany with HRB no. 65211;
- Azerion UK Limited, a limited liability company incorporated in England and Wales with reg. no. 06080497;
- MMedia B.V., a limited liability company incorporated in the Netherlands with reg. no. 34268383;
- TargetSpot Inc., a limited liability company incorporated in Delaware with reg. no. 4299631;
- Strossle International AB, a limited liability company incorporated in Sweden with reg. no. 556930-0543;
- Sublime Skinz SASU, a limited liability company incorporated in France with reg. no. 803 054 048 RCS;
- Sublime Skinz Labs SAS, a limited liability company incorporated in France with reg. no. 790 118 780 RCS;
- Vlyby Digital GmbH, a limited liability company incorporated in Germany with HRB no. 231709;
- Azerion Tech Holding B.V, a limited liability company incorporated in the Netherlands with reg. no. 76432572; and
- Azerion Sweden AB, a limited liability company incorporated in Sweden with reg. no. 556725-7810.

A failure to establish the guarantee in accordance with the Terms and Conditions will constitute an Event of Default.

Security:

The Bonds are secured by security interests granted on an equal and rateable first-priority basis over:

- all shares in Azerion Games en Content Holding B.V. and Azerion Tech Holding B.V. (subject to any permitted reorganisations under the Terms and Conditions); and
- any Material Intra-Group Loans (meaning any intra-group loan provided by the Issuer to any of its Subsidiaries where the term is at least twelve (12) months

and the principal amount exceeds EUR 1,000,000).

See the definition of "Transaction Security" in Clause 1.1 (*Definitions*) of the Terms and Conditions.

All such security is created, under a parallel debt structure, in favour of the Security Agent for the benefit of the holders of the bonds and the other Finance Documents referred to in the Terms and Conditions. According to the Terms and Conditions the Issuer may issue subsequent bonds and the holders of such Bonds will become bondholders entitled to share the security granted to the existing holders of Bonds (see risk factor "*E.3 Risks relating to the transaction security*").

Call Option:

The Issuer has the right to redeem outstanding Bonds in full at any time at the applicable Call Option Amount in accordance with Clause 9.3 (*Voluntary total redemption*) of the Terms and Conditions.

The "Call Option Amount" means:

- any time from and including the First Issue Date to, but excluding, the First Call Date if the call option is exercised before the First Call Date, at an amount per Bond equal to 103.375 per cent. of the Nominal Amount plus the remaining interest payments, calculated in accordance with Clause 9.3(c), up to and including the First Call Date together with accrued but unpaid Interest;
- any time from and including the First Call Date to, but excluding, the first Business Day falling twenty-one (21) months after the First Issue Date at an amount per Bond equal to 103.375 per cent. of the Nominal Amount together with accrued but unpaid Interest;
- any time from and including the first Business Day falling twenty-one (21) months after the First Issue Date to, but excluding, the first Business Day falling twenty-four (24) months after the First Issue Date at an amount per Bond equal to 102.700 per cent. of the Nominal Amount together with accrued but unpaid Interest;
- any time from and including the first Business Day falling twenty-four (24) months after the First Issue Date to, but excluding, the first Business Day falling twenty-seven (27) months after the First Issue Date at an amount per Bond equal to 102.025 per cent. of the Nominal Amount together with accrued but unpaid Interest;
- any time from and including the first Business Day falling twenty-seven (27) months after the First Issue Date to, but excluding, the first Business Day falling thirty (30) months after the First Issue Date at an amount per Bond equal to 101.350 per cent. of the Nominal Amount together with accrued but unpaid Interest;
- any time from and including the first Business Day falling thirty (30) months after the First Issue Date to, but excluding, the first Business Day falling thirty-three (33) months after the First Issue Date at an amount per Bond equal to 100.675 per cent. of the Nominal Amount together with accrued but unpaid Interest; and
- any time from and including the first Business Day falling thirty-three (33) months after the First Issue Date to, but excluding, the Final Maturity Date at an amount per Bond equal to 100.3375 per cent. of the Nominal Amount, together with accrued but unpaid Interest.

First Call Date Means the date falling 18 months after the First Issue Date.

First Call Date:

Means 2 April 2025.

Change of Control:

Upon the occurrence of a Change of Control Event or Delisting Event, each Bondholder shall have the right to request that all, or some only, of its Bonds be repurchased at a price per Bond equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest, during a period of sixty (60) days following a notice from the Issuer of the Change of Control Event or Delisting Event pursuant to Clause 11.1(e) of the Terms and Conditions (after which time period such rights lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event or Delisting Event.

A "Change of Control Event" means the occurrence of an event or series of events whereby one or more Persons, not being a Main Shareholder (or an Affiliate of a Main Shareholder), acting together, acquire control over the Issuer and where "control" means (a) acquiring or controlling, directly or indirectly, more than fifty (50) per cent. of the shares of the Issuer, or (b) the right to, directly or indirectly, appoint or remove all or a majority of the directors of the board of directors of the Issuer.

A "Delisting Event" means (i) the delisting of the shares in the Issuer from a Regulated Market or (ii) trading in the ordinary shares of the Issuer on the relevant Regulated Market is suspended for a period of fifteen (15) consecutive Business Days (when that Regulated Market is at the same time open for trading).

Certain Covenants:

The Terms and Conditions contain a number of covenants which restrict the ability of the Issuer and other Group Companies to effect transactions, including, inter alia:

- restrictions on making any changes to the nature of their business;
- a negative pledge, restricting the granting of security on Financial Indebtedness (as defined in the Terms and Conditions);
- restrictions on the incurrence of Financial Indebtedness (as defined in the Terms and Conditions); and
- limitations on the making of distributions and disposal of assets.

Each of these covenants is subject to significant exceptions and qualifications, see Clause 12 (*Financial Undertaking*) and Clause 13 (*General Undertakings*) of the Terms and Conditions.

Fallback provisions:

If EURIBOR is no longer available or any other Base Rate Event (as defined in Condition 20 (*Replacement of Base Rate*) of the Terms and Conditions) occurs, the Issuer may appoint a Successor Rate. A Successor Rate is a screen or benchmark rate, which is formally recommended as a successor to or replacement to EURIBOR by a Relevant Nominating Body. If no such recommended rate is available, an Independent Adviser (being independent financial institution or adviser of repute in the debt capital markets where EURIBOR is commonly used) appointed by the Issuer may determine a rate that is most comparable to EURIBOR. The Issuer would also appoint an Independent Adviser to calculate the applicable Adjustment Spread (being a positive or negative spread applied to the Successor Rate to make it economically comparable to EURIBOR) and other technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or to reflect the adoption of such Successor Base Rate in a manner substantially consistent with market practice. If the Issuer fails to appoint an Independent Adviser, the Bondholders shall, if so decided at a Bondholders' Meeting or by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer's expense). If an Event of Default has occurred and is

continuing, or if the Issuer fails to carry out any actions described above, the Agent (acting on the instructions of the Bondholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer's cooperation.

Until a Successor Rate and Adjustment Spread has been decided, the applicable Interest Rate will continue to be EURIBOR (if still available) despite a Base Rate Event having occurred or, if no longer available, will be Interest Rate determined for the immediately preceding Interest Period.

It is noted that the above also applies to any Successor Rate appointed in respect of EURIBOR, mutatis mutandis

Reason for the admission to trading on a Regulated Market: This Prospectus has been prepared to enable the Bonds to be admitted to trading on the corporate bond list of Nasdaq Stockholm which is a requirement from the Bondholders and as set out in the Terms and Conditions.

Use of Proceeds: In accordance with the Terms and Conditions, the Issuer may use the proceeds from the Initial Bond Issueto (i) refinance the Existing Bonds (including call premium and accrued but unpaid interest) and (ii) finance general corporate purposes of the Group, including capital expenditure and Transaction Costs.

The net proceeds of the Initial Bond Issue have been used in full, together with available cash, to redeem the Issuer's Existing Bonds with ISIN: SE0015837794, with an original outstanding nominal amount of EUR 200,000,000, in October 2023. The Existing Bonds have been redeemed at a redemption price of 100.725 per cent. of the nominal amount of the Existing Bonds. The total redemption amount comprised the nominal amount of the Existing Bonds, plus the call premium, plus accrued but unpaid interest.

The proceeds from any Subsequent Bond Issue shall be used to finance general corporate purposes of the Group, including capital expenditure, acquisitions and Transaction Costs, as well as other purposes that may be specified in connection with such Subsequent Bond Issue.

Transfer Restrictions: The Bonds are freely transferable but the Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable, under local laws to which a Bondholder may be subject. Each Bondholder must ensure compliance with such restrictions at its own cost and expense.

Listing: The Issuer has an obligation to list the Bonds pursuant to the Terms and Conditions. Application will be made to list the 165,000 Bonds on the regulated market Nasdaq Stockholm Corporate Bond List. The earliest date for admitting the 165,000 Bonds to trading on Nasdaq Stockholm Corporate Bond List is expected to be on or about 14 December 2023.

Listing expenses: The aggregate cost for the Bonds' admission to trading is estimated at EUR 15,000.

Expenses charged to the Bondholders by the Issuer: No costs will be borne by the Bondholders.

Agent: Nordic Trustee & Agency AB (publ)

Security Agent: Nordic Trustee & Agency AB (publ)

Issuing Agent: Pareto Securities AB

Governing Law of the Bonds: Swedish law

Risk Factors:

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

4. STATEMENT OF RESPONSIBILITY

The issuance of the Bonds was authorised by resolutions taken by the Management Board of the Issuer and approved by the Supervisory Board of the Issuer on 5 September 2023. The listing of the Bonds and the documents in relation to the Bonds were authorized by resolutions taken by the Management Board of the Issuer and approved by the Supervisory Board of the Issuer on 26 September 2023. The Bonds were subsequently issued by the Issuer on 2 October 2023.

This Prospectus has been prepared in connection with the Issuer's application to list the Bonds on the corporate bond list of Nasdaq Stockholm, in accordance with the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council and Regulation (EU) 2017/1129 of 14 June 2017 of the European Parliament and of the Council.

After the expiration date of this prospectus, being the earlier of (i) the date on which the Bonds are admitted to trading on the corporate bond list on Nasdaq Stockholm (which is expected to take place on or about 14 December 2023) and (ii) 8 December 2024, the obligation to provide additional information regarding new material circumstances, factual errors or material inaccuracies in this Prospectus ceases to apply once this Prospectus has expired.

The Issuer is responsible for the information in the Prospectus and declares that to the best of its knowledge, the information contained in the Prospectus is in accordance with the facts and the Prospectus contains no omissions likely to affect its import.

Any information in the Prospectus and in the documents incorporated by reference which has been sourced from a third party has, as far as the Issuer is aware and is able to ascertain from information made public by that third party, been accurately reproduced and no facts have been omitted which would render the reproduced information set out therein inaccurate or misleading.

8 December 2023

Azerion Group N.V.

The Management Board

5. DESCRIPTION OF MATERIAL AGREEMENTS

The following is an overview of the material terms of the security arrangements and the subordination agreement and the future guarantee and adherence agreement (being material agreements) to which the Issuer is or will be a party and considered as outside of the ordinary course of business. The following summary does not purport to describe all of the applicable terms and conditions of such arrangement, although the material terms thereof are described in the paragraphs below.

Initial security arrangements

As at the date of this Prospectus, the Issuer has provided the following security rights as security for repayment of the Bonds:

- (a) a share pledge in respect of all shares in Azerion Games en Content Holding B.V governed by the laws of the Netherlands;
- (b) a share pledge in respect of all shares in Azerion Tech Holding B.V. governed by the laws of the Netherlands; and
- (c) a right of pledge over receivables arising from Material Intra-Group Loans, which are defined in the Terms and Conditions as any intra-group loan provided by the Issuer to any of its Subsidiaries where the term is at least twelve (12) months and the principal amount exceeds EUR 1,000,000.

All such security is created, under a parallel debt structure, in favour of the Security Agent for the benefit of the holders of the Bonds and the creditors under the other Finance Documents referred to in the Terms and Conditions. According to the Terms and Conditions the Issuer may issue Subsequent Bonds and the holders of such Bonds will become bondholders entitled to share the security granted to the existing holders of Bonds (see risk factor "*E.3 Risks relating to the transaction security*"). At the date of this Prospectus, the Issuer has no current plans to issue Subsequent Bonds but reserves its rights to do so.

Investors and potential investors are notified Azerion International Holding B.V. has been merged into Azerion Tech Holding B.V. As such, no independent right of pledge has been created over the shares of Azerion International Holding B.V., which entity no longer exists.

Future Guarantee and Adherence Agreement

Under the Terms and Conditions, the Issuer and certain of its subsidiaries, being the Guarantors, are required to enter into guarantee and adherence agreement with the Security Agent with 90 days from the Issue Date (the "**Guarantee and Adherence Agreement**"). Pursuant to such Guarantee and Adherence Agreement each Guarantor will agree to guarantee the obligations of the Group in respect of the Bonds and other Finance Documents (including any future Intercreditor Agreement). Please see below short description of the character of the guarantee as well as the limitations of the guarantee:

- (1) Subject to the limitations in paragraph 2 and 3 below, each Guarantor shall, amongst other, (i) guarantee all amounts outstanding under the Finance Documents (as defined in the Terms and Conditions), including but not limited to the Bonds, plus accrued interests and expenses, (ii) agree to subordinate all subrogation claims, and (iii) undertake to adhere to the terms of the Finance Documents
- (2) The obligations and liabilities of the Guarantor incorporated in Sweden under this Agreement and the scope

of the Guarantee in respect of obligations owed by parties other than itself and its wholly owned Subsidiaries shall be limited, if (and only if) required by an application of Chapter 17, Sections 1-4 of the Swedish Companies Act (Sw. Aktiebolagslagen (2005:551)) in force from time to time regulating distribution of assets and it is understood that the obligations of each Guarantor incorporated in Sweden under this Agreement only applies to the extent permitted by the above mentioned provisions of the Swedish Companies Act. The Guarantee Agreement will include other customary guarantee limitations dealing with financial assistance, corporate benefit test and others, as is customary for these type of guarantees.

- (3) The obligations and liabilities of the Guarantors incorporated in the Netherlands under this agreement and the scope of the Guarantee in respect of obligations owed by parties other than itself and its wholly owned Subsidiaries may be affected or limited by Dutch law rules of general application now or hereafter in force including (but not necessarily limited to) applicable insolvency laws, ultra vires limitations (*doeloverschrijding*) and fraudulent preference (*actio pauliana*) as further described in paragraph "Guarantee limitations" of Chapter 10 (*Other information*).

The guarantees may be subject to an intercreditor agreement in the future to which other limitations may also apply.

Subordination Agreement

The Issuer and Principion Holding B.V. (the "**Parent**") have entered into a subordination agreement with the Security Agent dated 27 October 2023 (the "**Subordination Agreement**"). Pursuant to the Subordination Agreement the Parent has subordinated all claims under any Shareholder Debt in relation to the Issuer's Senior Debt. In accordance with the Subordination Agreement, the Bondholders (represented by the Agent), the Agent and the Parent agree that their respective claims against the Issuer shall rank in the following order of priority:

- (i) first, Senior Debt; and
- (ii) second, shareholder debt.

For the purpose of the description of the Subordination Agreement, the following definitions shall apply.

Senior Debt	means all present and future obligations and liabilities of the Issuer to the Senior Creditors under the Finance Documents (including for the avoidance of doubt, all obligations and liabilities under the Bonds) and the Agency Agreement.
Shareholder Debt	means all present and future payment obligations of the Issuer to the Parent including without limitation any dividends to be paid by Issuer to the Parent.

6. DESCRIPTION OF THE GROUP

History and development

The Issuer

Azerion Group N.V. was incorporated on 25 January 2021, is a public limited company (*naamloze vennootschap*) incorporated under the laws of the Netherlands with reg. no. 81697244 and its legal entity identifier (LEI) is 7245007RB3M5PMWY6N86. The Issuer's registered address is, and headquarters is located at, Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands, with telephone number +31 20 7602 040. The website of the Issuer is <http://www.azerion.com>. The information on the website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.

In accordance with article 3 of the current articles of association of the Issuer, most recently amended on 21 August 2023, the objectives of the Issuer are (i) to incorporate, finance, participate in, manage and supervise companies and other enterprises, (ii) to exploit a digital technology platform and trade in software-related intellectual property rights, trade mark rights, and know-how in general and of game software in particular, (iii) to obtain, develop, acquire or sell software and trade in digital technology-related services, (iv) to obtain, possess, sell, participate, manage and supervise digital technology-related enterprises, (v) to finance other enterprises, (vi) to grant and take out loans, including issuance of bonds, as well as entering into related agreements, (vii) to advise and provide services to its group entities and third parties, (viii) to provide guarantees and provide security for obligations of its group entities and third parties, (ix) to manage and dispose of property subject to registration, (x) to trade in currencies, securities and asset values in general and (xi) to execute all acts of industrial, financial and commercial nature.

Business combination

As a result of the business combination between European FinTech IPO Company 1 B.V. ("**EFIC1**"), a special purpose acquisition company, and Azerion Holding B.V. which completed on 1 February 2022, EFIC1, obtained 100% ownership of Azerion Holding B.V. EFIC1 was changed in legal form into a limited company (*naamloze vennootschap*) on 2 February 2022 and renamed from EFIC1 to Azerion Group N.V.

Merger with Azerion Holding B.V.

On 31 December 2022, with effective date 1 January 2023, a legal merger of the legal entities Azerion Group N.V. and Azerion Holding B.V. was completed, with the Issuer being the surviving entity. One of the objectives of the merger was to simplify Azerion's operating structure and improve transparency.

Group overview

Azerion was founded in 2013 and is a technology company providing digital advertising and online gaming services headquartered in the Netherlands. Azerion operates a proprietary digital advertising platform focussing on both gaming and non-gaming content. Positioned initially as a digital social and casual gaming company, in recent years Azerion Group has expanded further along the user engagement value chain into a full stack provider of online digital advertising services, connecting advertisers with consumers through digital content (owned or third party) providers globally. The Group is involved in the provision of content-driven technology and data, serving consumers, advertisers, digital publishers, and game creators globally.

Azerion was founded as a digital social and casual gaming company originally called Orange Games, but renamed Azerion in 2018. In 2016, Azerion expanded into game-related e-commerce with the acquisition of Voidu, a digital

games and software distribution and sales platform. In 2017, through the acquisition of GameDistribution, Azerion acquired a business-to-business platform for high-quality games targeted at a wide, mass-market audience, helping game developers and other content owners to monetise their games by connecting them with game publishers who can distribute the games to users. With the acquisition in 2018 of Sulake, the owner of premium game titles such as Habbo and Hotel Hideaway, Azerion expanded its premium game titles with metaverse games with revenue generated mainly from in-game purchases. Also in 2018, Azerion entered the digital advertising technology market through the acquisition of Improve Digital, after which the Group was renamed to Azerion. Acquisitions since then have mainly added additional specific advertising technologies, advertising sales capabilities and, selectively, gaming content and e-commerce capabilities. Underlying this evolution was a commercial strategy to combine advertising technology with advertising sales capabilities and proprietary and partner digital content, initially through games, enabling Azerion to offer advertisers greater control over their advertisements and advertising budgets, transacted with one counterparty (Azerion) for maximum efficiency and optimal pricing.

The Group has grown by integrating technology and acquiring market participants to create a platform of scale. Azerion mainly operates throughout Europe and is strategically positioned in the United States (“US”), South America and Asia Pacific (“APAC”). The main revenue-generating countries include The Netherlands (approximately 26% of full year 2022 revenue), Ireland (approximately 14%), US (approximately 12%) and Germany (approximately 12%). This global reach allows companies to create brand awareness at a global level, which in the online advertising market is highly favourable due to the major market competition.

Azerion Group is engaged in a number of integrated operating activities including providing technological solutions to automate the purchase and sale of digital advertising inventory (i.e. the available space or opportunities where advertisements can be displayed to an audience, including for example website banner spaces, advertisement placements in mobile apps, or in digital games) for advertisers, publishers and game creators as well as developing, publishing, distributing, and operating online social and casual games and digital content. As a result, Azerion offers omnichannel solutions across various formats, devices and platforms.

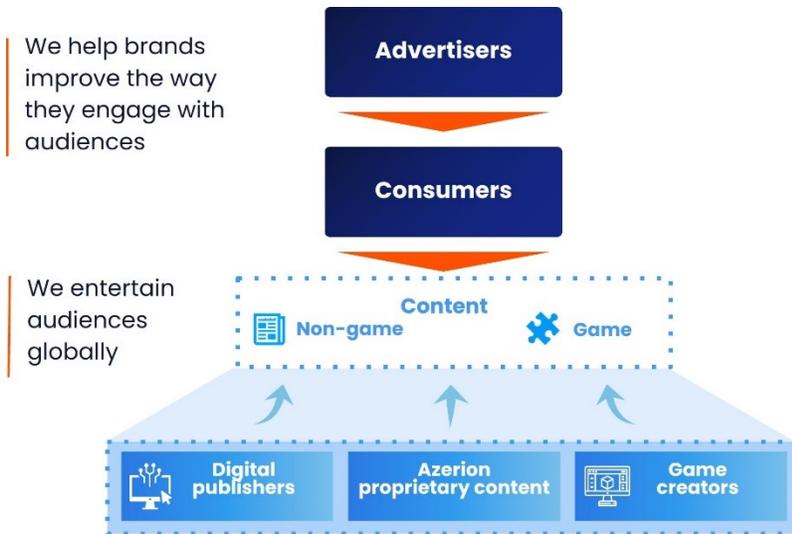
During 2022, Azerion has worked with more than 400,000 advertisers globally and over 300,000 digital publishers using solutions across all advertising formats, devices and platforms. Through its platform and taking into account all its products, as at September 2023 Azerion's reach extended to an audience of on average over 520 million unique monthly active users. On average Azerion sells approximately 12 billion digital advertisements on a monthly basis, publishes on average more than 150 new casual games per month and works with over 1,500 game creators. As at September 2023, Azerion's platform had a portfolio of more than 20,000 game titles and more than 10,000 exclusive publisher websites.

The Azerion Group is headquartered in the Netherlands and operates and reports under two segments: Platform and Premium Games.

Business model

Azerion's platform connects advertisers with consumers, with those consumers themselves being accessible through scaled, diverse and engaging non-game and game content. As explained further below, Azerion's platform helps solve critical challenges for advertisers, digital publishers and game creators in a number of different ways.

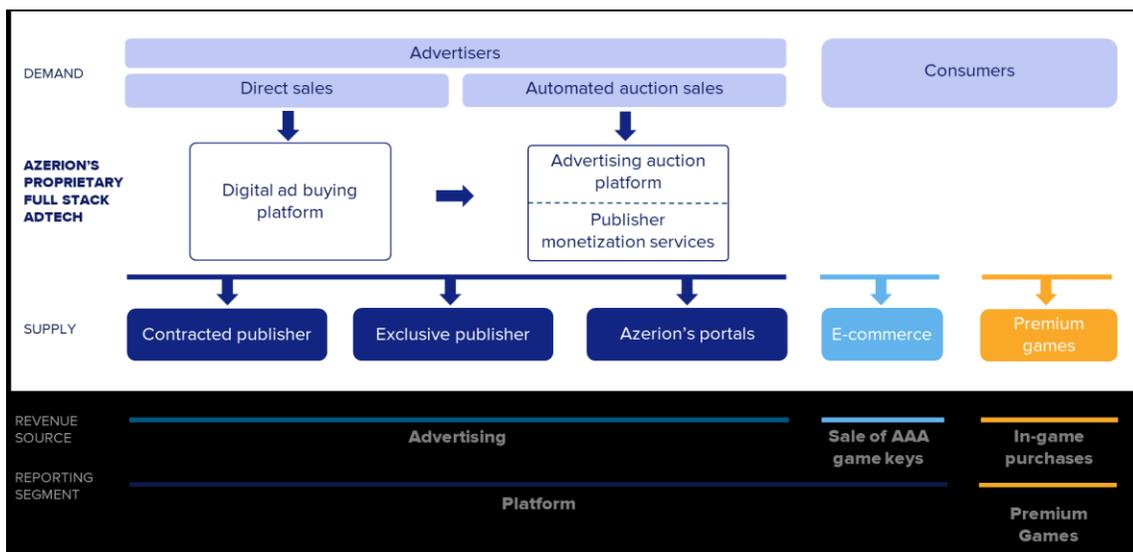
The diagram below shows a visualisation of Azerion's platform.



Content, data and technology are at the core of Azerion’s platform and serve the needs of each of the stakeholders. There are four broad groups that engage with Azerion’s platform: (1) Advertisers, that look to reach digital audiences by placing advertisements; (2) Consumers, that engage with digital content through which advertisements are disseminated or that is paid for; (3) Digital publishers, that look to generate revenue by displaying advertisements on their digital content (e.g. online newspapers, magazines, websites, blogs, digital music, connected TV, apps and so on); and (4) Game creators, that utilise Azerion’s platform to distribute their games to digital audiences and to monetise their games through digital advertising. These groups create, distribute and engage with content. The operations and solutions that Azerion offers to the various groups that interact within its ecosystem generate complementary network effects.

Azerion’s integrated platform model

Azerion's platform model consists of a demand- and supply side, enabled by proprietary technology solutions that connect both sides, graphically represented below.



The demand side of the platform provides the source of revenue for Azerion and is made up of two categories: advertisers and consumers. Advertisers pay Azerion for having their advertisements displayed to a digital audience. Advertisers are serviced through two models: i) direct sales, which involve a direct engagement between Azerion's commercial teams and advertisers (or their agencies) in the placement of digital advertisements, and ii) automated auction sales in which advertising inventory is purchased through real-time auctions, executed in nanoseconds. For full year 2022, direct sales accounted for approximately 50% of Azerion's Platform advertising revenue, and automated auction sales similarly accounted for approximately 50% of Azerion's Platform advertising revenue. Consumers generate revenue for Azerion by paying for in-game items or by purchasing game keys for triple-A games through the e-commerce channels. Azerion uses its proprietary technology solutions to connect advertisers and consumers to the supply side of the platform, which consists of digital content suppliers. The technology solutions include a digital advertisement buying platform, a digital advertising auction platform and publisher monetisation services. The digital content suppliers can be categorised as follows:

- Digital content supply for advertiser clients:
 - Contracted publishers: Includes agreements that Azerion has with its game and non-game publisher partners to monetise their digital content. Azerion partners with more than 300,000 contracted publishers. These contracted partners are connected to the internet through Azerion's product Improve Digital, allowing more than 400,000 advertisers to bid on and acquire digital advertising inventory. Typically, these partnerships involve high volumes of advertisements.
 - Exclusive publishers: Azerion has exclusive partnerships with more than 10,000 digital publishers. As these relationships are on an exclusive basis, these publishers' content is predominantly monetised by Azerion. Azerion generally generates a higher margin on digital content that is monetised under exclusive partnerships due to the wider range of services provided and its ability to provide supply chain efficiencies, driven by an end-to-end advertising technology solution.
- Azerion's portals: Azerion develops and owns game content and licenses additional game titles. This digital content is monetised through in-game advertisements
- Digital content supply for consumers:
 - E-commerce: Through Azerion's digital sales platforms, consumers can purchase digital games and software content. The games in this channel are generally classified as triple-A games
 - Premium games: Consumers play a number of proprietary games, which are mainly focused on stimulating social interaction among players. These games are typically free to download and play for consumers, with revenue generated by consumers making in-game purchases for in-game items such as clothing, furniture, chips or other features

The revenue generated by advertisers through the supply channels contracted publishers, exclusive publishers and Azerion's owned and operated content is classified as advertising revenue. In H1 of 2023, the Issuer's Platform segment accounted for approximately 80% of total revenue, of which approximately 80% consists of advertising revenue (implying approximately 64% of total revenue) and approximately 20% consists of e-commerce revenue. The revenue generated by consumers through the Premium Games segment makes up the balance of total revenue.

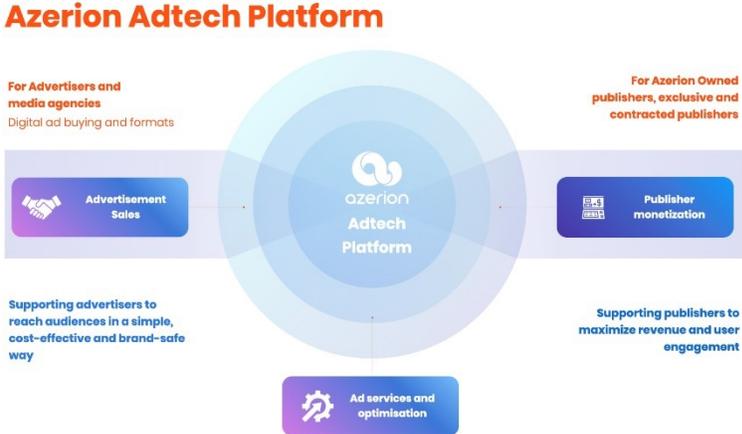
Reporting segment: Platform

Proprietary advertising platform

The Platform segment includes advertising, the operation and distribution of Casual Games, GameDistribution, and e-Commerce, which are integrated through the Group’s technology. Azerion operates its own proprietary one-stop-shop advertising platform which connects advertisers to digital advertising opportunities across digital media channels globally and aims to cater for all the needs of all participants within its ecosystem.

Azerion’s integrated platform partners with digital publishers and game creators to bring content to consumers and connect them to advertisers. It generates revenue mainly by displaying digital advertisements in both game and non-game content, as well as selling and distributing AAA games through the e-commerce channels. Platform is also integrated with the Premium Games segment, leveraging inter-segment synergies. Azerion's Premium Games segment provides insights into game user behaviour and general digital gaming trends, which may be leveraged in selecting, developing and distributing free to play casual games in Azerion's Platform segment. In addition a number of Azerion's advertising partners are considering, or may consider in the future, how best to position their clients or their brands in metaverse type environments and that part of Azerion's Premium Games offering enables strategic engagement and potential new lines of partnership with those advertisers.

The key inter-segment synergy between Platform and Premium Games is through the content, which is at the center of its business model. Azerion partners with non-game and game content publishers and operates its own game solutions through Casual Games, GameDistribution, e-Commerce platforms and the Premium Games segment. The users want to be entertained, with content needing to be engaging, fun and increasingly gamified whilst being reliable, safe, and trustworthy. However, ultimately consumers want to play these games for free. The so-called ‘freemium’ model is an attractive proposition for advertisers, as well as game and non-game content providers, as this allows greater access to a wider audience.



Casual Games

Through its casual games and "free to play" ("F2P") portals, Azerion offers casual games targeted at a wide, mass-market global audience for mainly PC and mobile users. Casual games generally have an easy-to-understand gameplay with a user interface facilitating short gaming sessions.

Azerion owns some of the casual games that it offers to its users, but most of the casual games that are offered are created by third parties, with whom a licensing agreement is entered into. F2P portals are web-based platforms through which these casual and other F2P games are made available to users. Azerion owns and operates a number of F2P portals where users have access to a large number of F2P casual games. Azerion also develops F2P portals for

third parties, such as Chicago Tribune, and Yahoo Japan.

Azerion's casual games and F2P portals business primarily generate revenue from advertisers paying for access to the users of those games and portals. Revenue generated from advertisements on Azerion's F2P game portals is shared with the content owners. For F2P game portals that Azerion develops for third parties, revenue generated from advertisements is shared with the F2P operator and the content owners. The proportion of revenue that is shared with the different partners, depends on various factors, including the type of content and commercial negotiation.

GameDistribution

GameDistribution is Azerion's business-to-business platform for high-quality games targeted at a wide, mass-market audience. GameDistribution helps game developers and other content owners to monetise their games by connecting them with game publishers who can distribute the games to users. Game publishers form the link between the game developers and game users, marketing games to the gaming community and putting those games on the market for users to play. The games offered through GameDistribution primarily comprise casual games for PC and mobile. GameDistribution generates revenue predominantly from advertisers paying for access to the users of the games distributed through GameDistribution and, to a lesser extent, from users making in-game purchases. Revenue generated by GameDistribution is shared among the content owners, publishers and Azerion. The proportion of revenue that is shared with the different partners, depends on various factors, including the type of content and commercial negotiation.

Azerion Fanzone

In December 2022, Azerion launched a new product called "Azerion Fanzone". Through Azerion's Fanzone technology, sports clubs are provided with a customised app through which they are able to engage with their fans by providing updates on announcements on the team, purchasing game tickets and club merchandise to further stimulate the club community through forums, playing games and more. These branded experiences also present a strong opportunity for advertisers to reach target audiences at scale, utilising Azerion's core expertise and portfolio of high-performing advertising technology. Azerion leverages its experience in building businesses around audiences to expand into the world of sports, giving advertisers access to one of the most engaged consumer groups in the global market. Revenue is generated through a license fee as well as in-app advertising. Sports clubs typically pay a monthly license fee to Azerion for use of the app and technology, under a multi-year contract. Secondly, revenue is generated by placing advertisements in the app environment.

E-commerce

Azerion's e-Commerce sales platforms, Voidu and Genba Digital, enable digital content owners to distribute their games and software content online both to users and to games and software retailers. These sales platforms focus on selling digital access to triple-A games. Triple-A is an informal but generally accepted classification for digital games associated with high development and marketing budgets. Voidu is a digital business-to-consumer and e-retailer distribution platform enabling publishers, developers and distributors of games to distribute their games directly to users. Voidu has an extensive catalogue of gaming titles across a wide range of genres for console, PC and mobile devices. It generates revenue from selling games directly to consumers and e-retailers and shares that revenue with the content owners. Genba is a business-to-business digital logistics platform connecting games and software content owners with sales channels around the world. Genba works with publishers distributing games and software products to multiple regions through a network of retailers. Genba generates revenue from selling content through its platform in business-to-business sales and shares that revenue with the content owners.

Non-game content

Azerion partners with hundreds of thousands of digital publishers of all types of content, including digital newspapers, magazines, blogs, websites or music. By way of example, Azerion works with the news media providers Telegraph and Chicago Tribune, magazine titles such as the Stylist and auction content site Ebay, as well as digital music. As of September 2023, Azerion's partnerships with digital publishers and those publishers' non-game content brought audiences to Azerion's platform of on average over 430 million monthly active users.

Reporting segment: Premium Games

Azerion operates multiple premium game titles, defined as where it generates revenue mainly by offering users the ability to make in-game purchases for extra features and virtual goods, to enhance their gameplay experience. The aim of the premium games is to stimulate social interaction among players by encouraging sharing, competing and cooperating with other players, as well as forming social bonds and networks offering an extended value proposition to advertisers and creating cross-selling opportunities with the Platform segment.

Premium Games are higher margin businesses which predominantly generate revenue through in-game purchases. The premium games can be divided broadly into metaverse, social card games (portfolio sold in 2023) and social casino games branded as myjackpot.com.

Metaverse

Azerion has been active as an operator of metaverse games for a long time. Habbo Hotel was founded over 20 years ago and has developed a community of players from over 150 countries. This experience in developing, distributing and monetising a metaverse game makes Azerion an attractive partner for advertisers for in-game branding opportunities and sale of virtual items. Azerion owns a number of additional, similar games that provide users social online 3D role playing, including Hotel Hideaway, Wooworld and Smeet. All of these games are monetised primarily through in-game purchases.

Social card games (portfolio sold in August 2023):

Up until 28 August 2023, Azerion's owned and operated a social card games portfolio. On 28 August 2023, the Group completed the sale of its social card games portfolio (the Youda Games portfolio) of games to Playtika Holding Corp. The Group's financials as presented and incorporated by reference into this Prospectus include the social card games portfolio financials. Social card games are predominantly played on mobile devices and consist of titles: Governor of Poker 3, Governor of Poker 2, Monopoly Poker and Poker World. These social card games are free to play and are driven by in-app purchases that enhance the players' in-game experience. These social card game formats do not facilitate cash out opportunities.

Social casino games branded myjackpot.com

MyJackpot.com is a free to play online portal in which users can play slots and casino games. Users progress through the games as they unlock more slots and features while playing. Chips are the main currency used in myJackpot.com. Chips can be earned by winning games, logging in through a social media-platform, spinning the wheel of chance every two hours, logging in daily, inviting friends or watching in-game advertisements. Users can purchase in-game chips, credits and tokens through in-game purchases. The more chips a user purchases, the larger the discount he or she will receive on the chip purchase. The users cannot receive cash by playing the game, nor is it allowed to trade inside or outside the game.

Market overview

Azerion believes its main market to be the global digital advertising market. On the date of this Prospectus, the Issuer has, directly and indirectly, over 120 wholly-owned subsidiaries, with the vast majority of them located in Europe with smaller numbers located in North America, South America and the rest of the world. Important European countries, including Germany, France, Italy and the Netherlands are important markets for the business of Azerion.

Financing

The Group's activities are largely financed by a combination of bonds, company cash, debt and loan facilities, factoring arrangements, government support loans, equity and similar instruments. As from 30 October 2023 the main financing of the Group consists of the Bonds.

Prior to 31 October 2023 Azerion had outstanding Existing Bonds with ISIN: SE0015837794 in an amount of EUR 200,000,000, within a total framework amount of EUR 300,000,000. The Existing Bonds have been redeemed at a redemption price of 100.725 per cent. of the nominal amount of the Existing Bonds. The total redemption amount comprised the nominal amount of the Existing Bonds, plus the call premium, plus accrued but unpaid interest. As of 31 October 2023, all Existing Bonds have been redeemed by the Issuer.

Share capital and main shareholders of the Issuer

Share capital

Pursuant to the articles of association of the Company, the Company's authorized share capital is EUR 4,480,000, divided into 448,000,000 ordinary shares, with a nominal value of EUR 0.01.

The shares of the Company are denominated in EUR. Each ordinary 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 EUR 1,228,707.87 divided into 122,870,787 ordinary shares. All ordinary shares are fully paid. Of the issued ordinary shares, the Company holds 2,584,745 ordinary shares in treasury, which can be used for acquisitions, exercise of warrants and option rights and other general funding purposes. The Issuer has granted and may grant from time to time conditional and unconditional option rights and has granted Founder Warrants, Capital Shares, Conditional Special Shares and Warrants in the past, which represent potential ownership and/or potential voting rights in respect of ordinary shares in the Issuer's share capital.

The Issuer's ordinary shares are listed at the regulated market of Euronext Amsterdam.

Main shareholders

The following table sets forth the ownership structure in the Issuer as per the date of this Prospectus.

Shareholder	Share capital	Voting Rights	Warrants
BeKoNi Holding B.V.* (investment vehicle of Y. Erbas)	19.70%	19.70%	N/A

MeDu Beheer B.V.* (investment vehicle of U. Akpinar)	12.68% Assuming exercise of warrants: 18.84%**	12.68 % Assuming exercise of warrants: 18.84%**	8,996,387 Azerion founder warrants giving rights to 8,996,387 ordinary shares
Arman Ozan Beheer B.V.* (investment vehicle of A. Aytekin)	12.68% Assuming exercise of warrants: 18.84%**	12.68 % Assuming exercise of warrants: 18.84%**	8,996,386 Azerion founder warrants giving rights to 8,996,386 ordinary shares
H.T.P. Investments B.V.* (W. de Pundert and K. Meertens are board members)	13.73% Assuming exercise of warrants: 16.94%**	6.20% Assuming exercise of warrants: 9.40%**	1,333,333 public warrants giving rights to 1,333,333 ordinary shares 3,344,111 founder warrants giving rights to 3,344,111 ordinary shares
Principion Holding B.V.* (MeDu Beheer B.V. and Arman Ozan Beheer B.V. are both board members and shareholders and BeKoNi Holding B.V. is a shareholder)	10.54%	10.54%	N/A

*As recorded in the AFM Register of substantial holdings and gross short positions as at the date of this Prospectus.

** Based on calculations in line with AFM submissions, however excludes any potential exercise of the warrants by other parties.

Azerion founder warrants

The Issuer has issued 17,992,773 Azerion founder warrants to MeDu Beheer B.V. and Arman Ozan Beheer B.V., being the investment vehicles of U.Akpinar and A.Aytekin respectively.

The Azerion founder warrants can be exercised during the exercise period, which ends at the close of trading on Euronext Amsterdam on the first business day after the fifth anniversary of 1 February 2022. During the exercise period each Azerion founder warrant entitles the holder to subscribe for one ordinary share for the exercise price of €11.50. The Azerion founder warrants can only be exercised on a cashless basis. In a cashless exercise, no cash will be paid but the Azerion founder warrant will convert into such number of ordinary shares as equals the quotient obtained by dividing (x) the product of the number of ordinary shares underlying the Azerion founder warrants, multiplied by the excess of the fair market value over the exercise price by (y) the fair market value. For these purposes, the fair market value shall mean the average closing price on Euronext Amsterdam of the ordinary Shares of Azerion for the 10 trading days ending on the third trading day prior to the date on which the exercise notice in respect of any Azerion founder warrants is sent to the Issuer. The Azerion founder warrants are subject to mandatory redemption by the Issuer, in whole but not in part, at any time during the exercise period, at a redemption price of €0.01 per Azerion founder warrant if, and only if, at any time the last trading price of the ordinary shares equals or exceeds €18.00 per Ordinary Share for any 20 trading days within a 30 consecutive trading day period ending three business days before the Issuer sends the notice of redemption. The Azerion founder warrant holders may exercise their Azerion Founder Warrants prior to the scheduled redemption date. The exercised Azerion founder warrants shall not be redeemed in such case.

Founder warrants and public warrants

The Issuer also issued 38,209,815 units for a price of EUR 10 per unit. Each unit consisted of (i) one ordinary share with a nominal value of EUR 0.01 per share; and (ii) one-third (1/3) public warrant that was allotted concurrently with, and for, each corresponding ordinary share. Consequently, the Issuer issued 38,209,815 ordinary shares and 12,736,605 public warrants in aggregate. Each of the public warrants is exercisable. Furthermore, the Company issued 5,256,167 founder warrants at a price of EUR 1.50 per founder warrant to EFIC1 Group Coöperatie U.A., H.T.P. Capital Partners B.V. and Mr. B. Davey (together the "**Sponsors**"), which are also exercisable.

Each whole public warrant or founder warrant entitles the holder thereof to exercise such warrant into an ordinary share at an exercise price of €11.50, respectively. The Sponsors have the option to exercise the founder warrants on a cashless basis in which case they would receive a certain number of ordinary shares based on the fair market value of the Ordinary Shares without being obliged to pay cash.

The holders of the founder warrants waived their right to retain the warrants in case of a call by the issuer (now the Issuer) against a redemption price of €0.01 per founder warrant in the event that the last trading price of the ordinary shares equals or exceeds €18.00 per ordinary share for any 20 trading days within a 30 consecutive trading day period.

Conflicts of interest

The Issuer has customary internal procedures in place to avoid undue influence by the main shareholders of the Issuer. These include the Issuer's articles of association, Management Board Regulations, Supervisory Board regulations, Insider Trading Policy and Code of Conduct (for more details, see paragraph "Conflicts of interest within administrative, management and control bodies" as set out in Chapter 7 (*Management*)).

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

Overview of Group structure

On the date of this Prospectus, the Issuer has, directly and indirectly, over 120 wholly-owned subsidiaries, with the vast majority of them located in Europe and smaller numbers located in North America, South America and the rest of the world.

A simplified legal structure overview of the Group is set out below:



On page 133-134 in the Annual Report 2022 (as incorporated by reference into this Propectus) investors will find the complete list of subsidiaries, provided that the following updates have been made to this list since 31 December 2022:

Subsidiary	Comment	Merged with
Strossle AB	Merged	Strossle International AB
Azerion Holding B.V.	Merged	Azerion Group N.V.
Azerion International Holding B.V.	Merged	Azerion Tech Holding B.V.
Azerion Media B.V.	Merged	Azerion Technology B.V.
Azerion Publisher Services B.V.	Merged	Azerion Technology B.V.
Azerion Tech Development B.V.	Merged	Azerion Technology B.V.
Illuminata Holding B.V.	Merged	Zoom.in Group B.V.
SpilGames Intangibles B.V.	Merged	SpilGames Group B.V.
Spligames B.V.	Merged	SpilGames Group B.V.
Sulake Brasil Entretenimento Interativo LTDA	Merged	INFINIA BRAZIL PUBLICIDADE DIGITAL LTDA.
Zoom.In B.V.	Merged	Zoom.in Group B.V.
Zoom.In Concepts B.V.	Merged	Zoom.in Group B.V.
Zoom.In Nederland B.V.	Merged	Zoom.in Group B.V.
OHH Experiences Omnia S.L.U.	Liquidated	
Widespace Ltd.	Liquidated	
Hawk Belgium	Acquired	
Hawk France	Acquired	
Hawk GmbH	Acquired	
Hawk Platform Ltd.	Acquired	
Hawk SaS	Acquired	
TabMo Inc.	Acquired	

Operations are conducted by the subsidiaries and the Issuer is thus dependent on its subsidiaries to generate revenues and profit in order to be able to fulfil its payment obligations under the Bonds.

Recent sale of social card games portfolio

On 1 August 2023, Playtika Holding Corp. and the Issuer announced that they had entered into a definitive agreement for Playtika Holding Corp. to acquire from the Issuer its Youda Games portfolio of games, including social card themed title Governor of Poker 3, for an initial cash consideration of EUR 81.3 million, with an earn-out based on the performance of the acquired business that could take the total consideration up to a maximum of EUR 150 million, subject to customary adjustments. On 28 August 2023, the Issuer announced the completion of the sale.

The earnout consideration is based on the Adjusted EBITDA, as defined in the asset purchase agreement, of the social card games portfolio for the period running from 1 October 2023 until 30 September 2024 (the "**Earnout Period**"), and calculated by multiplying the incremental Adjusted EBITDA of the social card games portfolio above the "Baseline" (as defined below) by a multiple of between 6 and 7 (both inclusive); the specific multiple to be applied is contingent upon the revenue growth of the social card games portfolio achieved during the Earnout Period. The "Baseline" is defined as the last twelve months Adjusted EBITDA on a carve-out basis of approximately € 13.5 million.

The transaction was driven by the fact that, over the past few years, Azerion has transformed its business by scaling its digital advertising capabilities, developing its strategic portfolio of partner-led content and extending its presence and reach of in-market commercial teams. As a result of this shift towards its digital advertising platform, social card games had become less strategic for Azerion.

The operating profit of the Group as set out in the financial statements of the third quarter and year-to-date ended 30 September 2023 includes the net gain from the sale of the social card games portfolio for EUR 72.6 million.

Recent events

There has been no recent event particular to the Group which is to a material extent relevant to the evaluation of the Issuer's solvency.

Significant change and trend information

There has been no material adverse change in the prospects of the Issuer or the Group since the end of the last financial period for which audited financial information has been published and no significant change in the financial performance, financial position or financial result of the Issuer or the Group since the end of the last financial period for which audited financial information has been published.

The Group is not aware of any trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on its prospects for the current financial year.

Material changes in financing structure

Other than the issue of the Bonds and the prepayment of the Existing Bonds, there has been no material change in the Issuer's borrowing and funding structure since the financial year ended 31 December 2022.

The Existing Bonds have been fully redeemed at a redemption price of 100.725% of the nominal amount of the Existing Bonds. The total redemption amount was EUR 204.7 million, comprising EUR 200 million of nominal amount of Existing Bonds plus call premium of EUR 1.45 million and accrued but unpaid interest. After roll-overs from Existing Bonds to Bonds, the balance outstanding for redemption was settled through a combination of net proceeds of the Initial Bond Issue (EUR 76.2 million) and cash from the Issuer (EUR 45.1 million).

The main commercial terms of the Bond are in many respects substantially similar to those of the Existing Bonds. However, without being exhaustive, it is noted that compared to the Existing Bonds, the current Bonds (i) have a final maturity date of 2 October 2026 (as compared to 28 April 2024 for the Existing Bonds), (ii) an issued amount of EUR 165 million (as compared to EUR 200 million), (iii) carry a floating rate of EURIBOR (3 months) plus a margin of 6.75% (as compared to a fixed interest rate of 7.25%), (iv) have an incurrence test (i.e. the ratio of net interest-bearing debt to EBITDA, as defined in the Terms and Conditions, and which is used to determine the Issuer's ability to incur Permitted Debt, as defined in the Terms and Conditions) of 2.5x (as compared to 3.0x during the first 18 months and 2.5x afterwards), (v) the Issuer is now Azerion Group N.V. (was previously Azerion Holding B.V., an entity which was merged into the Issuer on 1 January 2023) and (vi) included a larger panel of guarantors compared to the Existing Bonds. The terms of the Bonds, including the commercial terms thereof, have been established on the basis of the current market circumstances and practices and the current position of the Issuer.

Expected financing

The financing of the Issuer's activities is expected to continue to be largely a combination of bonds (including the Bonds), company cash, debt and loan facilities, factoring arrangements, government support loans, equity and similar instruments.

The Bonds have been issued within a framework of EUR 300 million. The Issuer has the option to incur additional debt funding, in the form of Subsequent Bonds up to an amount, together with the Initial Bonds, of EUR 300 million

or in the form of other debt. Whilst there are currently no plans to make further debt issues, the Issuer has the ability to do so in accordance with the Terms and Conditions. Separately, it is possible that a Super Senior Working Capital Facility and Hedging Agreements may be put in place at some point in the future, as expressly provided for in and in line with the Terms and Conditions.

In addition, the Terms and Conditions contemplate the Issuer entering into a Super Senior Working Capital Facility and Hedging Agreements in the future, which would rank super senior to the Bonds if entered into under the terms of the Intercreditor Agreement. A super senior ranking means that, in an enforcement scenario, the super senior ranking debt is repaid first out of the proceeds of the enforcement of the security ahead of the holders of the Bonds and pari passu ranking creditors (including holders of Subsequent Bonds). As at the date of this Prospectus, it is possible that a Super Senior Working Capital Facility may be put in place at some point in the future, as expressly provided for in and in line with the Terms and Conditions. There are no current plans to enter into Hedging Agreements, but the Issuer reserves its option to do so and would do so through the Intercreditor Agreement and other mechanics described in the Terms and Conditions.

As at December 2022, the Issuer's balance sheet equity amounted to EUR 93.8 million, the balance sheet borrowings amounted to EUR 209.4 million and the balance sheet cash and cash equivalents amounted to EUR 50.9 million.

Legal, governmental and arbitration proceedings

There have been no legal, governmental or arbitration proceedings that have had, or would have, a significant effect on the issuer's and/or the Group's financial position or profitability. The Issuer is not aware of any such proceedings which are pending or threatened.

AFM investigation

On 7 March 2023, the AFM approached Azerion to obtain information. Azerion's Supervisory Board and management team were subsequently informed about an investigation by the AFM, which according to AFM-information then made known to Azerion, appeared to be related to compliance with article 15 of the Market Abuse Regulation. The information provided by the AFM was relatively limited, but it did appear that while including Azerion, the investigation seemed to be focused on the shareholders of Principion Holding B.V. (one of Azerion's main shareholders), including Azerion co-CEOs Atilla Aytekin and Umut Akpinar. On 12 March 2023, after careful consultation with the Supervisory Board, Atilla Aytekin decided to temporarily step down as Co-Ceo of Azerion, pending the AFM investigation. This was considered to be in the interests of Azerion and its stakeholders.

In discussion with the Supervisory Board, it was agreed that the operational leadership of Azerion remained with Azerion's Executive Committee and broader leadership team, with Umut Akpinar as CEO and Ben Davey as CFO. This was a de facto continuation of the current day-to-day practice for organic and inorganic activities. The team has remained focused on fulfilling Azerion's strategy and dedicated execution of the business plan. In the Risk Management section of Azerion's annual report 2022 it was stated that "While the investigation is ongoing, based on the information known at this point in time, there is no indication that a material financial impact will arise for Azerion". This remains the case at the date of this Prospectus.

See also risk factors "A.9 Management and key employees" and "A.11 Actions of individual employees; AFM investigation".

Information regarding taxation

Tax legislation in the investor's home member state and the member state of the Issuer may affect any payments

by the Issuer in relation to the Bonds and may have an impact on the income received by a holder of the Bonds.

Credit rating

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

7. MANAGEMENT

Management and Supervisory Board of the Issuer

On the date of this Prospectus the Management Board of the Issuer formally consisted of two members which have been elected by the general meeting. The Management Board consists of Umut Akpınar (Co-Chief Executive Officer) and Atilla Aytekin (Co-Chief Executive Officer), with Atilla Aytekin absent for reasons of the prevention to act (*belet en ontstentenis*) within the meaning of article 15 of the articles of association of the Issuer and with Umut Akpınar constituting the sole acting member of the entire Management Board.

The Issuer has further appointed executive committee members as part of its senior management.

The Issuer also has a Supervisory Board.

The Management Board, the Executive Committee and the Supervisory Board can be contacted through the Issuer at its headquarters at Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands, with telephone number +31 20 760 2040. Further information on the members of the Management Board, the Executive Committee and the Supervisory Board is set forth below.

Management Board of the Issuer:

Umut Akpınar, Chief Executive Officer since 2014.

Current position: Co-Chief Executive Officer of Azerion Group N.V. and the sole acting member of the entire Management Board

Atilla Aytekin, Chief Executive Officer since 2014.

Current position: Co-Chief Executive Officer of Azerion Group N.V., absent for reasons of the prevention to act (*belet en ontstentenis*) within the meaning of article 15 of the articles of association of the Issuer.

Executive Committee of the Issuer:

Ben Davey, executive committee member since 2022.

Current position: Chief Financial Officer and executive committee member of Azerion Group N.V.

Joost Merks, executive committee member since 2015.

Current position: Chief Investment Officer and executive committee member of Azerion Group N.V.

Sebastiaan Moesman, executive committee member since 2018.

Current position: Chief Revenue Officer and executive committee member of Azerion Group N.V.

Supervisory Board of the Issuer:

Wim de Pundert

Current position: Non-independent Chair of the Supervisory Board

Other activities outside the Issuer: Wim is a managing partner of the private equity firm HTP Investments in Amsterdam (one of the shareholders of Azerion), director of Noorderhoofd B.V. and member of the supervisory board of Knaus Tabbert AG.

Zafer Karataş

Current positions: Independent member of the Supervisory Board, also member of the Selection, Appointment and Remuneration Committee

Other activities outside the Issuer: Zafer is the Chair of the Board of technology company MeritGrup and a member of the supervisory board of DVA Bilisim and Most Teknoloji.

Chris Figee.

Current positions: Independent member of the Supervisory Board, also Chair of the Audit and Risk Committee.

Other activities outside the Issuer: Chris is a member of the Board of Management and Chief Financial Officer of KPN and also a member of the Supervisory Board of Royal Schiphol, UNICEF Netherlands and a member of the Economic Board Zuid-Holland.

Florence Von Erb.

Current position: Independent member of the Supervisory Board, also Chair of the Selection, Appointment and Remuneration Committee

Other activities outside the Issuer: Florence is an independent member in the Supervisory Board of Klépierre, a French real estate investment trust and was an independent director of global market research firm Ipsos SA until 1 January 2023. In addition, she is a member of the UN Commissions on the Status of Women (CSW) and Sustainable Development (CSD).

Katrin Brökelmann.

Current positions: Independent member of the Supervisory Board, also member of the Audit and Risk Committee.

Other activities outside the Issuer: Katrin is a partner and COO at Praesidium, an asset management company investing in private markets.

Klaas Meertens.

Current position: Non-independent member of the Supervisory Board.

Other activities outside the Issuer: Klaas is a managing partner of the private equity firm HTP Investments in Amsterdam (one of the shareholders of Azerion), founding partner and member of the Supervisory Board of the multi-family office Novum Capital Partners in Geneva and a member of the supervisory board of Knaus Tabbert AG, the Frankfurt listed European leisure vehicle producer.

Florence von Erb, Chris Figee, Katrin Brökelmann and Klaas Meertens were appointed as of 1 February 2022 upon the Supervisory Board being installed at the Issuer. Wim de Pundert and Zafer Karataş were appointed as new members of the Supervisory Board at the Extraordinary General Meeting of the Issuer held on 16 November 2023. As part of the arrangements relating to these new appointments, Klaas Meertens has announced that he will step down from the Supervisory Board on 31 January 2024, after completing a two year term from his original appointment. The terms of all members of the Supervisory Board are subject to a rotation schedule. The term of

Florence Von Erb is due to expire as of the annual general meeting of the Issuer to be held in 2024. The terms of Chris Figee and Katrin Brökelmann are due to expire as of the annual general meeting of the Issuer to be held in 2025.

Previous Supervisory Board members Peter Tordoir and Derk Haank have stepped down from the Supervisory Board, with effect from 16 November 2023.

Conflicts of interest within administrative, management and control bodies

There are no actual conflicts of interest between the Company and the members of its Management Board, the Executive Committee and the Supervisory Board.

In addition, other than as described below there are no potential conflicts of interest between the private interests of members of the Management Board, the Executive Committee or Supervisory Board and their duties to the Issuer.

Conflicts of interest may arise because in addition to their roles as Management Board and Supervisory Board members respectively, (i) members of the Management Board, Umut Akpınar and Atilla AYTEKIN, hold significant personal interests in the Issuer by their indirect holding of the shares in the Issuer and also in companies with which the Issuer has from time to time commercial relationships (see further below the references to related party transactions) and (ii) members of the Supervisory Board Wim de Pundert and Klaas Meertens are board members of a large shareholder of the Issuer, H.T.P. Investments B.V. The current holdings are described in more detail under the sub paragraph "Main shareholders" of paragraph "Share capital and main shareholders of the Issuer" as set out in Chapter 6 (Description of the Group). Conflicts of interest which may arise in this context relate to the potential allocation of financial and management resources in a manner that benefits such shareholders (or their (holding) companies or companies in which they hold shares), the repayment of loans and trade payables owed to such shareholders (or their (holding) companies or companies in which they hold shares) and the allocation and pursuit of certain business opportunities to the other businesses of such shareholders or companies in which they hold shares. A list of related party transactions can be found on pages 128 up to and including page 130 of its audited consolidated financial statements for the period ending 31 December 2022, which are in relation to the aforementioned persons:

Loans to related parties

- On 17 March 2020, the Group entered into a loan agreement with its shareholder Principion Holding B.V. The holding companies of the Issuer's Management Board members Umut Akpınar and Atilla AYTEKIN, MeDu Beheer B.V. and Arman Ozan Beheer B.V., are both board members and shareholders of Principion Holding B.V. Under this agreement, the Group lent its Principion Holding B.V. a total principal value of € 24.6 million (nominal value) against an interest rate of 1.0%. The maturity date of the loan is 31 March 2024. A further loan of €12.4 million was advanced on the same terms during April and May 2021 (together the "**Parent Loans**"). During 2021 the interest rate on these loans was amended to 4.0% to reflect the market interest rate. As reflected in the Issuer's audited consolidated financial statements for the period ending 31 December 2022, as at 31 December 2022 the Parent Loans had an outstanding balance of € 34.7 million (2021: € 33.4 million).
- As at 31 December 2022 € 14.9 million (2021: € 16.8 million) loans from related parties were subordinated with € (1.9) million of changes in shareholder loans related to an amendment to the nominal value of the loans (the "**Subordinated Loans**"). The Subordinated Loans include an equity redemption option of outstanding loan balances, in addition to a cash redemption option. Under the modified terms, the discretion to redeem the loans in equity or cash lies with the Issuer. The loans are redeemable by issuing approximately 2.6 million shares

in the issued share capital of the Issuer. The loans have a maturity date of 28 April 2024, but become repayable upon the redemption of the Existing Bonds, unless otherwise agreed. The Issuer has no obligation to pay interest.

- Conflicts of interest which may arise in this context relate to (i) the repayment of loans owed to related parties (in particular where this is done instead of the repayment of loans to other creditors) and (ii) the setting of the terms and taking enforcement action in relation to the Parent Loans. Pursuant to the Subordination Agreement the Parent has subordinated all claims under any Shareholder Debt in relation to the Issuer's Senior Debt, however amongst other things the Terms and Conditions permit the netting of the Issuer's outstanding liabilities under the Subordinated Loans against the Issuer's receivables in relation to the then outstanding Parent Loans, as well as repayment by way of set-off against the issuance and/or transfer of shares in the Issuer.

Lease agreements

- In 2020, Azerion Holding B.V., which was merged into the Issuer on 1 January 2023, entered into a lease agreement with Cornellia SR1 B.V., for the property located at Beechavenue 132. Cornellia SR1 B.V. is owned and controlled by a shareholder of the Issuer, Principion Holding B.V. The holding companies of the Issuer's Management Board members Umut Akpinar and Atilla Aytekin, MeDu Beheer B.V. and Arman Ozan Beheer B.V., are both board members and shareholders of Principion Holding B.V.

The lease agreement resulted in the following being recognized in the Issuer's audited consolidated financial statements for the period ending 31 December 2022: (i) right-of-use asset of € 0.0 million as at 31 December 2022 (2021: € 0.0 million), (ii) lease liability of € 0.0 million as at 31 December 2022 (2021: € 0.2 million), (iii) depreciation on the right-of-use asset of € 0.0 million for the year ending 31 December 2022 (2021: € 0.2million), (iv) impairment on the right-of-use asset of € 0.0 million for the year ending 31 December 2022 (2021: € 0.2 million), (v) interest on lease liability of € 0.0 million for the year ending 31 December 2022 (2021: € 0.0 million) and (vi) lease payments of € 0.2 million for the year ending 31 December 2022 (2021: € 0.2 million).

The lease agreement for the second floor has been terminated as of 24 April 2023 via a settlement agreement. The lease agreement for the first floor has been terminated via notification as of 30 June 2023.

Conflicts of interest which may arise in this context relate the allocation of business opportunities (in the form of a lease) to a business owned and controlled by a company on which the two members of the Management Board are board members and shareholders.

- In 2020 Azerion Holding B.V. entered into a lease agreement which came into effect from 1 May 2021 with Cornellia SR2 B.V. for the property located at Boeing Avenue 30 which will terminate on 30 April 2026. Cornellia SR2 B.V. is owned and controlled by a shareholder of the Issuer, Principion Holding B.V. The holding companies of the Issuer's Management Board members Umut Akpinar and Atilla Aytekin, MeDu Beheer B.V. and Arman Ozan Beheer B.V., are both board members and shareholders of Principion Holding B.V.

The lease agreement resulted in the following being recognised in the Issuer's audited consolidated financial statements for the period ending 31 December 2022: (i) right-of-use asset of € 2.9 million as at 31 December 2022 (2021: € 3.4 million), (ii) lease liability of € 3.1 million as at 31 December 2022 (2021: € 3.6 million), (iii) depreciation on the right-of-use asset € 0.9 million the year ending 31 December 2022 (2021: € 0.5 million), (iv) interest on lease liability of € 0.2 million for the year ending 31 December 2022 (2021: € 0.2 million) and (v) lease payments of € 1.0 million for the year ending 31 December 2022 (2021: € 0.6 million).

Conflicts of interest which may arise in this context relate the allocation of business opportunities (in the form of a lease) to a business owned and controlled by a company on which the two members of the Management Board are board members and shareholders.

- In 2021 Triodor Arastirma Gelistirme Yazlim Ve Bilisim Ticaret Ltd Sti, a wholly owned subsidiary of the Issuer entered into lease agreements with Brick Realestate Gayrimenkul Yatirim Ltd. Sti which will terminate on 31 December 2025. Brick Realestate Gayrimenkul Yatirim Ltd. Sti is owned and controlled by a shareholder of the Issuer, Principion Holding B.V. The holding companies of the Issuer's Management Board members Umut Akpinar and Atilla Aytekin, MeDu Beheer B.V. and Arman Ozan Beheer B.V., are both board members and shareholders of Principion Holding B.V.

The lease agreements resulted in the following being recognized: (i) right-of-use asset of € 0.6 million as at 31 December 2022 (2021: € 1.1 million), (ii) lease liability of € 0.7 million as at 31 December 2022 (2021: € 1.1 million), (iii) depreciation on the right-of-use asset € 0.2 million the year ending 31 December 2022 (2021: € 0.4 million), (iv) interest on lease liability of € 0.2 million for the year ending 31 December 2022 (2021: € 0.3 million) and (v) lease payments of € 0.3 million for the year ending 31 December 2022 (2021: € 0.4 million).

Conflicts of interest which may arise in this context relate the allocation of business opportunities (in the form of a lease) to a business owned and controlled by a company on which the two members of the Management Board are board members and shareholders.

- The Group have rental agreements for two apartments in the Netherlands to use as a temporary accommodation for new Azerion employees who are relocating to the Netherlands. One of the landlords of the apartments is Umut Akpinar and the other one is a family member of Atilla Aytekin. Total amount of rent expense for both apartments was € 41 thousand for the year 2022 (2021: € 41 thousand).

Conflicts of interest which may arise in this context relate the allocation of business opportunities (in the form of a lease) to key management personnel and their family members.

Dealings with Agribank PLC

- During 2022 the two members of the Management Board, Umut Akpinar and Atilla Aytekin, acquired an indirect 90% shareholding in Agribank PLC. During 2021 and 2022 certain subsidiaries in the Group have entered into a non-recourse factoring agreement with Agribank PLC. As a result of such factoring agreement, the total amount of receivables factored and derecognized in the audited consolidated financial statements of the Issuer for the period ending 31 December 2022 amounted to € 32.2 million as per 31 December 2022 (2021: € 15.2 million) and interest expense recognized in profit and loss amounted to € 1.8 million as per 31 December 2022 (2021: € 0.6 million) for the year ended 31 December 2022. The total amount of liabilities due to non-recourse factoring amounted to € 8.3 million as of 31 December 2022.

Conflicts of interest which may arise in this context relate the allocation of business opportunities (in the form of a lease) to a financial institution majority owned and controlled by the two members of the Management Board.

Dealings with Dutch Dream Foundation

- The Dutch Dream Foundation ("**DDF**"), was established in 2006 and is controlled by the two members of the Management Board, Umut Akpinar and Atilla Aytekin. The DDF is an initiative that focuses on helping talented,

entrepreneurial, and ambitious young people between 15 and 25 years old, with a multicultural background who want to realise their dreams faster and more consciously. Donations made to the DDF by Azerion during the year ended 31 December 2022 amounted to € 0 (2021: € 0), but the foundation benefitted from the use of office space at Azerion headquarters and administrative and marketing support amounts deemed immaterial.

Conflicts of interest which may arise in this context relate the allocation of resources (in the form of a office space) to a foundation controlled by the two members of the Management Board.

Dealings with Fortuna Sittard

- On 13 May 2021 Principion Holding B.V. acquired a 20% interest in Fortuna Sittard, a football club in Sittard, the Netherlands, which features in the Dutch premier league (the *Eredivisie*). The holding companies of the Issuer's Management Board members Umut Akpinar and Atilla Aytekin, MeDu Beheer B.V. and Arman Ozan Beheer B.V., are both board members and shareholders of Principion Holding B.V. In 2022, Principion Holding B.V. and certain other minority shareholders signed a Share Purchase Agreement to expand their stake in Fortuna Sittard to 65%, but this proposed transaction has since then been revoked.

There have not been any material transactions between the Group and Fortuna Sittard. Conflicts of interest which may arise in this context relate to the allocation of business opportunities (in the form of a lease) to a sports club in which the two members of the Management Board have a stake.

Although currently not constituting a potential conflict of interest, other members of the Board, Executive Committee and Supervisory Board may in the future serve as directors or officers of other companies or have significant shareholdings in other companies that participate in ventures with the Issuer or enter into other transactions with the Issuer.

In the event that a conflict of interest arises, a member of the Board or Supervisory Board that has such a conflict will abstain from voting for or against the approval of matters in respect of which it has a conflict of interest, or the terms of such matters. In accordance with the laws of the Netherlands, the members of the Management Board and the Supervisory Board of the Issuer are required to act in good faith and in the best interests of the Issuer, taking into account the interests of all stakeholders of the Issuer.

Azerion has the following policies and controls established in its corporate governance structure to avoid (insofar possible) any conflicts of interest affecting its business:

Conflicts of interest: Management Board

A director may not participate in the Management Board deliberations and decision-making on a subject or transaction where the director is found to have a conflict of interest in accordance with the articles of association and board regulations, which under Dutch law includes a direct or indirect personal interest of the director conflicting with the interests of the Company and the business connected with it. The relevant director does not qualify as a director entitled to vote in relation to that subject. If a director has a conflict of interest, the other directors may adopt the relevant resolution with prior approval by the supervisory board. In case all directors have a conflict of interest, the relevant resolution may be adopted by the Supervisory Board instead.

Conflicts of interest: Supervisory Board

With the appointment of Wim de Pundert to the Supervisory Board on 16 November 2023, two managing partners of a major shareholder of the Issuer (H.T.P. Investments B.V.) will be sitting on the Supervisory Board, with Wim de Pundert announced as appointed by the Supervisory Board as Chair on 20 November 2023. However, the majority

of the Supervisory Board will remain independent (within the meaning of the Dutch Corporate Governance Code) and there are sufficient checks and balances in place within the governance structure of the Issuer to prevent any conflicts of interest, as described in further detail below. In addition, as described above, as part of the arrangements relating to the new Supervisory Board appointments, Klaas Meertens has announced that he will step down from the Supervisory Board on 31 January 2024, after completing a two year term from his original appointment.

A member of the Supervisory Board may not participate in the Supervisory Board deliberations and decision-making on a subject or transaction where the member of the Supervisory Board is found to have a conflict of interest in accordance with the articles of association and board regulations, which under Dutch law includes a direct or indirect personal interest of the member of the Supervisory Board conflicting with the interests of the Company and the business connected with it. The relevant member of the Supervisory Board does not qualify as a member of the Supervisory Board entitled to vote in relation to that subject. If a member of Supervisory Board has a conflict of interest, the other members of the Supervisory Board may adopt the relevant resolution. In case all members of the Supervisory Board have a conflict of interest, the relevant resolution may nonetheless be adopted by the Supervisory Board. The Supervisory Board consists of a majority of independent members, which reduces the risk of such situation arising.

Conflicts of interest: Insider trading policy

Azerion has adopted an insider trading policy to promote compliance with the relevant obligations and restrictions under applicable securities laws, including the Market Abuse Regulation. The policy contains prohibitions on insider trading and restrictions for certain persons to trade during the period commencing 30 calendar days before the publication of Azerion's quarterly, half year and full year financial statements.

Conflicts of interest: Code of conduct

Azerion has adopted a code of conduct under which all employees, temporary staff and people working within Azerion on a contractual basis, are required to conduct their operations in an honest and transparent matter with integrity, in line with the best interest of Azerion.

Conflicts of interest: Related party transactions

Azerion's Management Board Rules and the Supervisory Board Rules provide for rules on related party transactions in accordance with Dutch law. Related party transactions include transactions between the Group and "related parties" as defined in the Management Board Rules and Supervisory Board Rules (including, a legal entity who legally or beneficially holds at least 10% of the shares in the Company from time to time and any parties qualifying as such in accordance with IFRS (IAS 24 (Related Party Disclosures))). The related party transaction rules provide for procedures for members of the Management Board and Supervisory Board to notify a potential related party transaction. Each extraordinary material related party transaction requires the approval of the Supervisory Board. Any member of the Management Board or Supervisory Board who is involved in an extraordinary material related party transaction cannot participate in the deliberations or decision-making with respect to the related party transaction concerned.

An overview of the transactions entered into between Azerion and its related parties can be found on pages 128 up to and including page 130 of its audited consolidated financial statements for the period ending 31 December 2022.

Interest of natural and legal persons involved in the issue

The Sole Bookrunner and/or its affiliates have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Issuer and the Group in the ordinary course of business. Accordingly, conflicts of interest may exist or may arise as a result of the Sole Bookrunner and/or its affiliates having previously engaged, or engaging in future, in transactions with other parties, having multiple roles or carrying out

other transactions for third parties with conflicting interests.

In particular, the Sole Bookrunner has previously been engaged by the Issuer for previous bond issuances and may in the future be engaged for additional bond issues and/or issuances of other financial instruments. There is a risk that there may arise conflict of interests between the holders of the Bonds and the holders of such other financial instruments.

8. HISTORICAL FINANCIAL INFORMATION

Historical financial information

The following information from the Group's audited consolidated financial statements for the financial years ended 31 December 2022 and 31 December 2021, as well as the Group's consolidated interim unaudited financial statements of the third quarter and year-to-date ended 30 September 2022 and the Group's consolidated interim unaudited financial statements of the third quarter and year-to-date ended 30 September 2023 as set out below are incorporated into this Prospectus by reference (please see section "Other *Information*"). The information incorporated by reference is to be read as part of this Prospectus. All such information is available on the Issuer's website, <https://azerion.com/reports>. Information in the documents below, which has not been incorporated by reference, is not a part of this Prospectus and is either deemed by the Issuer to be irrelevant for investors in the Bonds or is covered elsewhere in the Prospectus.

The (i) Group's consolidated financial statements for the financial years ended 31 December 2021 and 31 December 2022, (ii) the Group's consolidated interim unaudited financial statements of the third quarter and year-to-date ended 30 September 2022 (iii) the Group's consolidated interim unaudited financial statements of the third quarter and year-to-date ended 30 September 2023 have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") as adopted by the EU.

Other than the auditing of the Group's consolidated financial statements for the financial year ended 31 December 2022 and for the financial year ended 31 December 2021, the Group's auditor has not audited or reviewed any part of this Prospectus.

The Group's audited consolidated financial statements for the financial year ended 31 December 2022 is incorporated into this Prospectus by reference. For particular financial figures and information, please refer to the pages set out below:

- Consolidated statement of financial position, page 55;
- Consolidated statement of profit or loss and other comprehensive income, page 56;
- Consolidated statement of changes in equity, page 57;
- Consolidated statement of cash flows, page 58;
- Notes to the Consolidated financial statements, pages 59 - 150; and
- Report of the independent auditor, pages 174 - 183.

The Group's audited consolidated financial statements for the financial year ended 31 December 2021 is incorporated into this Prospectus by reference. For particular financial figures and information, please refer to the pages set out below:

- Consolidated statement of financial position, page 48;
- Consolidated statement of profit or loss and other comprehensive income, page 49;
- Consolidated statement of changes in equity, pages 50 - 51;
- Consolidated statement of cash flows, page 52;
- Notes to the Consolidated financial statements, pages 54 - 159; and
- Report of the independent auditor, pages 187 - 200.

The Group's consolidated interim unaudited condensed financial statements for the third quarter and year-to-date ended 30 September 2022 is incorporated into this Prospectus by reference. For particular financial figures and information, please refer to the pages set out below:

- Condensed consolidated statement of profit or loss and other comprehensive income, page 11;
- Condensed consolidated statement of financial position, page 12;
- Condensed consolidated statement of cash flows, page 13;
- Definitions, page 14 - 16; and
- Disclaimer and cautionary statements, page 17 - 18.

The Group's consolidated interim unaudited condensed financial statements for the third quarter and year-to-date ended 30 September 2023 is incorporated into this Prospectus by reference. For particular financial figures and information, please refer to the pages set out below:

- Condensed consolidated statement of profit or loss and other comprehensive income, page 14;
- Condensed consolidated statement of financial position, page 15;
- Condensed consolidated statement of cash flow, page 16;
- Definitions, page 17; and
- Disclaimer and cautionary statements, page 18.

Auditing of the annual historical financial information

The Group's consolidated financial statements for the years 2021 to 2022 have been audited, as applicable, by PricewaterhouseCoopers Accountants N.V. ("**PwC**"), Thomas R. Malthusstraat 5, 1066 JR Amsterdam, the Netherlands. PwC has been the Company's auditor since 2019, and was re-elected for an additional year on the latest annual general meeting. Wouter Poot is the auditor who is responsible for the Company. Wouter Poot is an

authorised auditor and is a member of the professional body *Koninklijke Nederlandse Beroepsorganisatie van Accountants*, the professional institute for the accountancy sector in the Netherlands.

The auditing of the consolidated financial statements was conducted in accordance with International Standards on Auditing and the audit reports were submitted without comment.

Age of the most recent audited financial information

The most recent audited financial information has been taken from the consolidated financial statements for the financial year ended 31 December 2022, which was published on 26 April 2023 on the Issuer's website <https://azerion.com/reports/>.

9. DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus is, in addition to this document, comprised of the following information from the following documents which information is incorporated by reference and available in electronic format on the Issuer's website at <https://azerion.com/reports>:

- pages 55 – 150 and pages 174 – 183 of the Group's consolidated audited financial statements and audit report for the financial year ended 31 December 2022 (available at: <https://www.azerion.com/wp-content/uploads/2023/04/Azerion-Group-N.V.-Annual-Report-2022.pdf>);
- pages 48 – 159 and pages 187 – 200 of the Group's consolidated audited financial statements and audit report for the financial year ended 31 December 2021 (available at: <https://www.azerion.com/wp-content/uploads/2022/05/Azerion-Holding-B.V.-%E2%80%93Annual-Report-and-Audited-Financial-Statements-2021.pdf>);
- pages 14 – 18 of the Group's consolidated unaudited condensed financial statements for the third quarter and year-to-date ended 30 September 2023 (available at: <https://www.azerion.com/wp-content/uploads/2023/11/Azerion-Interim-Financial-Results-Q3-2023.pdf>); and
- pages 11 – 18 of the Group's consolidated unaudited condensed financial statements for the third quarter and year-to-date ended 30 September 2022 (available at: <https://www.azerion.com/wp-content/uploads/2022/11/Azerion-Holding-B.V.-Interim-Financial-Results-Q3-2022.pdf>).

The non-incorporated parts of the documents mentioned above are either not relevant for the investor or covered elsewhere in this Prospectus.

The information on the websites to which a hyperlink has been included in this Prospectus does not form part of this Prospectus and has not been scrutinised or approved by the AFM, unless that information is incorporated by reference in this Prospectus.

10. OTHER INFORMATION

Approval of the Prospectus

This Prospectus has been approved by the AFM, the Dutch Authority for the Financial Markets, as competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council. The AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129 of the European Parliament and of the Council. Such approval should not be considered as an endorsement of the quality of the securities that are the subject of this prospectus nor of the Issuer that is the subject of this prospectus and investors should make their own assessment as to the suitability of investing in the securities.

Validity of Prospectus

This Prospectus is dated 8 December 2023 and is valid up until and including the earlier of (i) the date on which the Bonds are admitted to trading on the corporate bond list on Nasdaq Stockholm (which is expected to take place on or about 14 December 2023) and (ii) 8 December 2024.

Assurance regarding the Prospectus

Azerion Group N.V. is responsible for the content of the Prospectus. The Company declares that the Prospectus makes no omission likely to affect its import and, to the best of its knowledge, the information in the Prospectus is in accordance with the facts.

Clearing and settlement

As of the date of this Prospectus, Bonds have been issued in an amount of EUR 165,000,000 and this Prospectus has been solely prepared for the admission of trading of the EUR 165,000,000 Bonds. The Issuer may, subject to certain conditions set out in the Terms and Conditions, issue additional Bonds in a maximum aggregate amount of EUR 135,000,000. Each Bond has a nominal amount of EUR 1,000. The ISIN for the Bonds is NO0013017657.

The Bonds have been issued in accordance with Swedish law. No physical notes have been or will be issued. Payment of principal, interest and, if applicable, withholding tax will be made through the book-entry system of Verdipapirsentralen ASA (Euronext Securities Oslo).

Representation of the Bondholders

The Terms and Conditions stipulates the provisions for the Agent's representation of the Bondholders and can be accessed on the Issuer's website: <https://azerion.com/reports>.

Material contracts

The Group has not entered into any material contracts not in the ordinary course of its business and which may affect the Group's ability to fulfil its obligations under the Bonds.

Documents available for inspection

The following documents are available at the Company's headquarters at Boeing Avenue 30, 1119 PE Schiphol-Rijk, the Netherlands, on weekdays during the Company's regular office hours throughout the period of validity of this Prospectus. They are also available in electronic form on the Company's website <https://azerion.com/investors-bc>.

- the Issuer's articles of association; and
- the Issuer's deed of incorporation.

Listing costs

The aggregate cost for the Bonds' admission to trading is estimated at EUR 15,000.

Regulatory disclosure

On 30 December 2022, the Issuer announced that its largest shareholder, Principion Holding B.V., signed a put option agreement with LDA Capital Limited for the sale of up to 10 million ordinary shares in the Issuer, with the primary purpose of supporting liquidity of the Issuer's shares and directing part of the proceeds to fund growth in the Issuer. Pursuant to the put option agreement Principion Holding B.V. was granted the option to sell ordinary shares in the Issuer to LDA Capital, in tranches that could, in aggregate, add up to 10 million shares or EUR 50 million over 3 years. The volume and price of each tranche would be the result of a formula that takes into account the Issuer's shares trading volumes and price. On 6 July 2023, the Issuer announced that it had been notified by Principion Holding B.V. that it and LDA Capital Limited had cancelled the put option agreement entered into between them subject to the terms of a settlement agreement. Principion Holding B.V. had confirmed to the Issuer that it has not exercised the put option and that therefore no shares in the Issuer have been sold under the put option agreement.

On 28 February 2023, the Issuer announced its intention to cancel up to 58,690,961 ordinary shares held in treasury, in order to reduce the number of shares outstanding. On 23 August 2023, Azerion confirmed the completion of the cancellation of 58,690,961 of its ordinary shares held in treasury in line with the resolution of the Company's shareholders at the Annual General Meeting held on 15 June 2023.

On 13 March 2023, the Issuer announced an investigation by the AFM, which according to AFM information known to the Issuer, appears to be related to compliance with article 15 of the Market Abuse Regulation and seems to be focused on the shareholders of Principion Holding B.V., including Azerion co-CEOs A. Aytekin and U. Akpinar. Based on the information available and the information provided by co-CEO A. Aytekin, he decided, in close consultation with the Supervisory Board of the Issuer, that the interests of the Issuer and its stakeholders are best served by him temporarily stepping aside from his duties and responsibilities as co-CEO of the Issuer. The AFM approached Azerion on Tuesday 7 March 2023 to obtain information. The Issuer is fully available to answer any questions of the AFM. The Supervisory Board has installed a Special Committee to steer the process and to be kept fully informed. The Issuer is limited in its possibilities to provide further information pending the investigation.

On 1 August 2023, Playtika Holding Corp. and the Issuer announced that they had entered into a definitive agreement for Playtika Holding Corp. to acquire from the Issuer its Youda Games portfolio of games, including social card themed title Governor of Poker 3, for an initial cash consideration of EUR 81.3 million, with an earn-out based on the performance of the acquired business that could take the total consideration up to a maximum of EUR 150 million, subject to customary adjustments. On 28 August 2023, the Issuer announced the completion of the sale.

Guarantee limitations

The validity and enforceability of any guarantees entered into by a Dutch guarantor may be affected or limited by Dutch law rules of general application now or hereafter in force, including Dutch insolvency law. In particular, the enforceability of the obligations of a Dutch guarantor may be limited under the 1977 Sanction Act (*Sanctiewet 1977*) or otherwise by international sanctions. Furthermore, the validity and enforceability of the obligations of a Dutch guarantor may be successfully contested by the Dutch guarantor (or its administrator (*bewindvoerder*) in suspension of payments or its receiver (*curator*) in bankruptcy) on the basis of an ultra vires claim, which will be successful if both (i) the obligations of the Dutch guarantor do not fall within the scope of the objects clause as set out in the company's articles of association (*doeloverschrijding*) and (ii) the company's counterparty of the Dutch guarantor knew or ought to have known (without inquiry) of this fact. In determining whether a transaction is in furtherance of the objects and purposes of a Dutch guarantor, a court will consider (i) the text of the objects clause in the company's articles of association; (ii) whether the granting of such security right is in the company's corporate interest (*vennootschappelijk belang*) and to its benefit; and (iii) whether the company's subsistence is jeopardized by the granting of such guarantee. The mere fact that a certain legal act (*rechtshandeling*) is explicitly reflected in a Dutch company's objects clause may not be conclusive evidence that such legal act is not ultra vires. Appropriate confirmations are given by the board of directors of the relevant Dutch guarantors, confirming that the granting of the guarantee is in the corporate interest of the Dutch guarantor, to limit this risk affecting any guarantees granted by them in respect of the Bonds.

In addition, A Dutch court may nullify the guarantee granted by a Dutch guarantor under certain circumstances, if (i) the granting of the guarantee was conducted without prior existing legal obligation to do so (*onverplicht*), (ii) the creditor(s) concerned was/were prejudiced as a consequence of such transactions (irrespective of whether a creditor's claim arose prior to or after such transactions) and (iii) at the time the granting of the guarantee, both the Dutch guarantor and, unless the transactions were conducted for no consideration (*om niet*), the counterparty knew or should have known that one or more of the entities' creditors would be prejudiced (*actio pauliana*). A receiver (*curator*) may nullify a transaction on behalf of and for the benefit of the joint insolvent debtor's creditors, and the burden of proof of the abovementioned elements of fraudulent conveyance in principle rests on the receiver. Knowledge of prejudice is however presumed by law for certain transactions performed within a "suspect period" of one year prior to an adjudication of bankruptcy. This goes for certain transactions only, the most important being if the obligations of the bankrupt materially exceed those of the other party, the satisfaction of existing obligations of the bankrupt which are not yet due, and acts between the bankrupt and its counterparty when the shares in both are held (indirectly) by the same shareholder or if the bankrupt and its counterparty are part of the same group of companies. The foregoing requirements for invoking fraudulent transfer provisions outside of a bankruptcy apply mutatis mutandis when invoking fraudulent transfer provisions during a bankruptcy. In addition, the receiver may challenge a transaction if it was conducted on the basis of a prior existing legal obligation to do so (*verplichte rechtshandeling*), if (i) the transaction was conducted at a time when the counterparty knew that a request for bankruptcy had been filed, or (ii) if such transaction was conducted as a result of deliberation between the debtor and the counterparty with a view to giving preference to the counterparty over the debtor's other creditors. Consequently, the validity of any such transactions conducted by a Dutch legal entity may be challenged and it is possible that such challenge would be successful. Appropriate confirmations are given by the board of directors of the relevant Dutch guarantors, confirming that the granting of the guarantee is not materially prejudicial to its other shareholders, will be included in the applicable corporate action to authorise the guarantees to limit this risk affecting any guarantees granted by them in respect of the Bonds.

11. TERMS AND CONDITIONS OF THE BONDS

1. Definitions and Construction

1.1 Definitions

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

"**Account Operator**" means a bank or other party duly authorised to operate as an account operator pursuant to the Securities Depository Act and through which a Bondholder has opened a Securities Account in respect of its Bonds.

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

"**Adjusted Nominal Amount**" means the Total Nominal Amount less the aggregate Nominal Amount of all Bonds owned by a Group Company or an Affiliate, irrespective of whether such Person is directly registered as owner of such Bonds.

"**Advance Purchase Agreements**" means (a) an advance or deferred purchase agreement if the agreement is in respect of the supply of assets or services and payment in the normal course of business with credit periods which are normal for the relevant type of project contracts, or (b) any other trade credit incurred in the ordinary course of business.

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

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

"**Agent**" means Nordic Trustee & Agency AB (publ), reg. no. 556882-1879, P.O. Box 7329, SE-103 90 Stockholm, Sweden or another party replacing it, as Agent, in accordance with these Terms and Conditions.

"**Azerion Gaming**" means Azerion Gaming B.V., a private limited liability company incorporated in the Netherlands with reg. no. 76474259.

"**Base Rate**" means EURIBOR or any reference rate replacing EURIBOR in accordance with Clause 20 (*Replacement of Base Rate*).

"**Base Rate Administrator**" means European Money Markets Institute (EMMI) in relation to EURIBOR or any person replacing it as administrator of the Base Rate.

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

"**Bondholder**" means a person who is registered in the CSD as directly registered owner or nominee holder of a Bond, subject however to Clause 6 (*Bondholder's Rights*).

"**Bondholders' Meeting**" means a meeting among the Bondholders held in accordance with Clause 17 (*Bondholders' Meeting*).

"**Bond Issue**" means the Initial Bond Issue and any Subsequent Bond Issue.

"**Business Day**" means any day, other than a Saturday or a Sunday, on which banks in Sweden and the Netherlands are open for general business.

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

"Call Option Amount" mean the amount set out in Clause 9.3 (*Voluntary total redemption (call option)*), as applicable.

"Change of Control Event" means the occurrence of an event or series of events whereby one or more Persons, not being a Main Shareholder (or an Affiliate of a Main Shareholder), acting together, acquire control over the Issuer and where "control" means (a) acquiring or controlling, directly or indirectly, more than fifty (50) per cent. of the shares of the Issuer, or (b) the right to, directly or indirectly, appoint or remove all or a majority of the directors of the board of directors of the Issuer.

"Compliance Certificate" means a certificate to the Agent, in the agreed form between the Agent and the Issuer, signed by an authorised signatory of the Issuer, certifying (as applicable):

- (a) that so far as it is aware no Event of Default is continuing or, if it is aware that an Event of Default is continuing, specifying the event and steps, if any, being taken to remedy it;
- (b) if the Compliance Certificate is provided in connection with an Incurrence Test or Distribution Test, that the Incurrence Test or Distribution Test is met (including figures in respect of the relevant financial tests and the basis on which they have been calculated);
- (c) if the Compliance Certificate is provided in connection with that a Financial Report is made available, that the Maintenance Test is met (including figures in respect of the relevant financial tests and the basis on which they have been calculated); and
- (d) if the Compliance Certificate is provided in connection with that audited annual financial statements are made available, the Material Group Companies and confirmation of compliance with Clause 13.7 (*Guarantor Coverage*) of the Guarantor Coverage.

"CSD" means the Issuer's central securities depository and registrar in respect of the Bonds, from time to time, initially Verdipapirsentralen ASA, Norwegian reg. no. 985 140 421, Fred Olsens gate 1, NO-0152 Oslo, Norway.

"CSD Business Day" means a day on which the relevant CSD settlement system is open and the relevant Bond currency settlement system is open.

"Debt Instruments" means bonds, notes or other debt securities (however defined), which are or are intended to be quoted, listed, traded or otherwise admitted to trading on a Regulated Market or an MTF.

"Delisting Event" means (i) the delisting of the shares in the Issuer from a Regulated Market or (ii) trading in the ordinary shares of the Issuer on the relevant Regulated Market is suspended for a period of fifteen (15) consecutive Business Days (when that Regulated Market is at the same time open for trading).

"Distribution Test" means the distribution test set out in Clause 12.5 (*Distribution Test*).

"EBITDA" means, in respect of the Reference Period, the consolidated profit of the Group from ordinary activities according to the latest Financial Report(s):

- (a) before deducting any amount of tax on profits, gains or income paid or payable by any member of the Group;
- (b) before deducting any Net Finance Charges;
- (c) before taking into account any extraordinary items and any non-recurring items which are not in line with the ordinary course of business provided that such items are not in excess of an amount equal to ten (10) per cent. of EBITDA in the Reference Period;
- (d) before taking into account any Transaction Costs;

- (e) not including any accrued interest owing to any Group Company;
- (f) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instruments which is accounted for on a hedge account basis);
- (g) after adding back or deducting, as the case may be, the amount of any loss or gain against book value arising on a disposal of any asset (other than in the ordinary course of trading) and any loss or gain arising from an upward or downward revaluation of any asset;
- (h) after deducting the amount of any profit (or adding back the amount of any loss) of any Group Company which is attributable to minority interests;
- (i) plus or minus the Group's share of the profits or losses of entities which are not part of the Group; and
- (j) after adding back any amount attributable to the amortisation, depreciation or depletion of assets of members of the Group.

"Euro" and "EUR" means the single currency of the participating member states in accordance with the legislation of the European Community relating to Economic and Monetary Union.

"EURIBOR" means:

- (a) the applicable percentage rate *per annum* displayed on Refinitiv screen EURIBOR01 (or through another system or website replacing it) as of or around 11.00 a.m. (Brussels time) on the Quotation Day for the offering of deposits in Euro and for a period comparable to the relevant Interest Period;
- (b) if no rate as described in paragraph (a) above is available for the relevant Interest Period, the rate determined by the Issuing Agent by linear interpolation between the two closest rates for EURIBOR fixing, as displayed on page EURIBOR01 of the Refinitiv screen (or any replacement thereof) as of or around 11.00 a.m. on the Quotation Day for Euro; or
- (c) if no rate as described in paragraph (a) or (b) above is available for the relevant Interest Period, the arithmetic means of the rates (rounded upwards to four decimal places), as supplied to the Issuing Agent at its request quoted by banks reasonably selected by the Issuing Agent, for deposits of EUR 10,000,000 for the relevant period; or
- (d) if no rate as described in paragraph (a) or (b) above is available for the relevant Interest Period and if no quotation is available pursuant to paragraph (c) above, the interest rate which according to the reasonable assessment of the Issuing Agent best reflects the interest rate for deposits in Euro offered for the relevant period; and

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

"Event of Default" means an event or circumstance specified in any of the Clauses 14.1 (*Non-Payment*) to and including Clause 14.10 (*Continuation of the Business*).

"Existing Bonds" means the Issuer's outstanding bonds with ISIN: SE0015837794 in aggregate amounting to up to EUR 300,000,000.

"Existing Subordinated Loans" means the existing loans from the Parent to the Issuer in an aggregate amount of EUR 17,366,915.

"Factoring Arrangements" means any factoring arrangement entered into by the Issuer or any Group Company.

"Final Maturity Date" means 2 October 2026

"Finance Charges" means, for the Reference Period, the aggregate amount of the accrued interest, commission,

fees, discounts, payment fees, premiums or charges and other finance payments in respect of Financial Indebtedness whether paid, payable or capitalised by any member of the Group according to the latest Financial Report(s) (calculated on a consolidated basis).

"Finance Documents" means:

- (a) these Terms and Conditions;
- (b) the Agency Agreement;
- (c) the Proceeds Account Pledge Agreement;
- (d) the Security Documents;
- (e) the Guarantee and Adherence Agreement;
- (f) the Subordination Agreement;
- (g) the Intercreditor Agreement (if any); and
- (h) any other document designated by the Issuer and the Agent or the Security Agent as a Finance Document.

"Finance Leases" means any finance leases, to the extent the arrangement is or would have been treated as a finance or a capital lease in accordance with the Accounting Principles applicable on the First Issue Date (a lease which in the accounts of the Group is treated as an asset and a corresponding liability), and for the avoidance of doubt, any leases treated as operating leases under the Accounting Principles as applicable on the First Issue Date shall not, regardless of any subsequent changes or amendments of the Accounting Principles, be considered as a finance lease.

"Financial Indebtedness" means any indebtedness in respect of:

- (a) monies borrowed or raised, including Market Loans;
- (b) the amount of any liability in respect of any Finance Leases;
- (c) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (d) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (e) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the mark to market value shall be taken into account, provided that if any actual amount is due as a result of a termination or a close-out, such amount shall be used instead);
- (f) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (g) (without double counting) any guarantee or other assurance against financial loss in respect of a type referred to in the above paragraphs (a)-(f).

"Financial Instruments Accounts Act" means the Swedish Financial Instruments Accounts Act (*lag (1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*).

"Financial Report" means the Group's consolidated annual audited financial statements or quarterly interim

unaudited reports, which shall be prepared and made available according to Clauses 11.1(a)(i) and 11.1(a)(ii).

"First Call Date" means the date falling eighteen (18) months after the First Issue Date.

"First Issue Date" means 2 October 2023.

"Floating Rate Margin" means 6.75 per cent. *per annum*.

"Force Majeure Event" has the meaning set forth in Clause 27(a).

"Government Support Loans" means any government support loans to the extent such loans are unsecured and either:

- (a) do not bear any interest; or
- (b) have a fixed interest rate that does not exceed 2 per cent. *per annum*; or
- (c) have a floating interest rate with a margin that does not exceed 2 per cent. *per annum*.

"Group" means the Issuer and each of its Subsidiaries from time to time and **"Group Company"** means any of them.

"Guarantee and Adherence Agreement" means the guarantee and adherence agreement pursuant to which the Guarantors shall, amongst other, (i) guarantee all amounts outstanding under the Finance Documents, including but not limited to the Bonds, plus accrued interests and expenses, (ii) agree to subordinate all subrogation claims, and (iii) undertake to adhere to the terms of the Finance Documents.

"Guarantees" means the guarantees provided by the Guarantors under the Guarantee and Adherence Agreement.

"Guarantor Coverage Ratio" means the ratio of the aggregate EBITDA of the Guarantors and the Issuer to the aggregate EBITDA of the Group, calculated on an unconsolidated basis and excluding all goodwill, non-arm's length term intra-group items and investments in Subsidiaries of any member of the Group.

"Guarantors" means:

- (a) Azerion Technology B.V., a limited liability company incorporated in the Netherlands with reg. no. 20139757;
- (b) Whow Games GmbH, a limited liability company incorporated in Germany with reg. no. (HRB) 126959;
- (c) Genba Digital Limited, a limited liability company incorporated in England and Wales with reg. no. 09491005;
- (d) Keygames Network B.V., a limited liability company incorporated in the Netherlands with reg. no. 14077784;
- (e) SPIL Games Group B.V., a limited liability company incorporated in the Netherlands with reg. no. 32081488;
- (f) Voidu B.V., a limited liability company incorporated in the Netherlands with reg. no. 67876153;
- (g) Azerion International Holding B.V., a limited liability company incorporated in the Netherlands with reg. no. 76432998;
- (h) Delta Projects AS, a limited liability company incorporated in Norway with reg. no. 812 293 842;
- (i) Delta Projects AB, a limited liability company incorporated in Sweden with reg. no. 556622-4936;
- (j) Hi-media Deutschland AG, a limited liability company incorporated in Germany with HRB no. 65211;

- (k) Azerion UK Limited, a limited liability company incorporated in England and Wales with reg. no. 06080497;
- (l) MMedia B.V., a limited liability company incorporated in the Netherlands with reg. no. 34268383;
- (m) TargetSpot Inc., a limited liability company incorporated in Delaware with reg. no. 4299631;
- (n) Strossle International AB, a limited liability company incorporated in Sweden with reg. no. 556930-0543;
- (o) Sublime Skinz SASU, a limited liability company incorporated in France with reg. no. 803 054 048 RCS;
- (p) Sublime Skinz Labs SAS, a limited liability company incorporated in France with reg. no. 790 118 780 RCS;
- (q) Vlyby Digital GmbH, a limited liability company incorporated in Germany with HRB no. 231709;
- (r) Azerion Tech Holding B.V, a limited liability company incorporated in the Netherlands with reg. no. 76432572; and
- (s) Azerion Sweden AB, a limited liability company incorporated in Sweden with reg. no. 556725-7810,

for the avoidance of doubt, to become guarantors in accordance with Clause 13.15 (*Conditions Subsequent*) and subject to any Permitted Merger.

"Incurrence Test" means the incurrence test set out in Clause 12.4 (*Incurrence Test*)

"Initial Bond Issue" means the issuance of the Initial Bonds.

"Initial Bonds" means the Bonds issued on the First Issue Date.

"Initial Nominal Amount" has the meaning set forth in Clause 2(c).

"Insolvent" means, in respect of a relevant Person, that it is deemed to be insolvent, within the meaning of Chapter 2, Sections 7-9 of the Swedish Bankruptcy Act (*konkurslagen (1987:672)*) (or its equivalent in any other jurisdiction), admits inability to pay its debts as they fall due, suspends making payments on any of its debts or by reason of actual financial difficulties commences negotiations with its creditors with a view to rescheduling any of its indebtedness (including company reorganisation under the Swedish Company Reorganisation Act (*Lag (2022:964) om företagsrekonstruktion*) (or its equivalent in any other jurisdiction)) or is subject to involuntary winding-up, dissolution or liquidation.

"Intercreditor Agreement" means an intercreditor agreement governing the relationship between the Issuer, the Senior Creditors, the creditors in respect of the Super Senior Working Capital Facility and the Hedging Agreements and any provider of New Debt (as defined in the Intercreditor Agreement Term Sheet), which the Issuer may request that the Agent enters into.

"Intercreditor Agreement Term Sheet" means a term sheet setting out the principle terms of the Intercreditor Agreement, as appended hereto as Schedule 1 (*Intercreditor Principles*)

"Interest" means the interest on the Bonds calculated in accordance with Clauses 8(a) to 8(c).

"Interest Payment Date" means 2 January, 2 April, 2 July and 2 October each year. The first Interest Payment Date shall be 2 January 2024. The last Interest Payment Date shall be the Final Maturity Date (or such earlier date on which the Bonds are redeemed in full). To the extent any of the above dates is not a CSD Business Day, the Business Day following from an application of the Business Day Convention.

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

"**Interest Rate**" means the Base Rate plus the Floating Rate Margin as adjusted by any application of Clause 20 (*Replacement of Base Rate*).

"**Issuer**" means Azerion Group N.V., a limited liability company incorporated in the Netherlands with reg. no. 81697244.

"**Issuing Agent**" means Pareto Securities AB, or another party replacing it, as Issuing Agent, in accordance with these Terms and Conditions.

"**Leverage Ratio**" means the ratio of Net Interest Bearing Debt to EBITDA.

"**Main Shareholders**" means each of Mr. U. Akpinar and Mr. A. Aytekin, through their direct and indirect holding.

"**Maintenance Test**" means the maintenance test set out in Clause 12.1 (*Maintenance Test*).

"**Market Loan**" means any loan or other indebtedness where an entity issues commercial paper, certificates, subordinated debentures, bonds or any other debt securities (including, for the avoidance of doubt, medium term note programmes and other market funding programmes), provided in each case that such instruments and securities are or can be subject to trade on any Regulated Market, MTF or other unregulated recognised market place.

"**Material Adverse Effect**" means a material adverse effect on:

- (a) the business, financial condition or operations of the Group taken as a whole;
- (b) the Group's ability to perform and comply with the Finance Documents; or
- (c) the validity or enforceability of the Finance Documents.

"**Material Group Company**" means, at any time:

- (a) the Issuer; and
- (b) any other Group Company with earnings before interest, tax, depreciation and amortisation calculated on the same basis as EBITDA representing 10.00 per cent. or more of EBITDA, calculated on a consolidated basis according to the latest annual audited consolidated financial statements of the Group.

"**Material Intra-Group Loan**" means any intra-group loan provided by the Issuer to any of its Subsidiaries where:

- (a) the term is at least twelve (12) months and;
- (b) the principal amount exceeds EUR 1,000,000.

"**MTF**" means any multilateral trading facility as defined in the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as amended from time to time.

"**Net Finance Charges**" means, for the Reference Period, the Finance Charges according to the latest Financial Report(s), after deducting any interest payable for that Reference Period to any member of the Group and any interest income relating to cash or cash equivalent investment.

"**Net Interest Bearing Debt**" means the aggregate interest bearing Financial Indebtedness less cash and cash equivalents (including any cash from a Subsequent Bond Issue standing to the credit on the Proceeds Account or another escrow arrangement for the benefit of the Bondholders) of the Group in accordance with the Accounting Principles (for the avoidance of doubt, excluding any Bonds owned by the Issuer, guarantees, bank guarantees, Subordinated Loans, any claims subordinated pursuant to a subordination agreement on terms and conditions

satisfactory to the Agent and interest bearing Financial Indebtedness borrowed from any Group Company).

"Net Proceeds" means the proceeds from a Bond Issue after deduction has been made for the Transaction Costs payable by the Issuer to the Sole Bookrunner (if the Sole Bookrunner has requested that its fees and costs shall be deducted) and the Issuing Agent for the services provided in relation to the placement and issuance of the Bonds.

"Nominal Amount" means in respect of each Bond the Initial Nominal Amount, less the aggregate amount by which that Bond has been redeemed in part pursuant to Clause 9.5 (*Voluntary partial redemption*)

"Obligors" means the Issuer and each Guarantor.

"Parent" means Principion Holding B.V.

"Parent Loan" means the existing loan in an amount of EUR 35,899,736 from the Issuer to the Parent, and any further loans granted from the Issuer to the Parent in accordance with Clause 13.2 (*Restricted Payments*).

"Parity Debt" means any financial indebtedness incurred by way of bank loan, pursuant to direct lending or by way of Market Loans, other than the Bonds, incurred after the First Issue Date and which (i) has a final maturity date or a final redemption date, and (ii) when applicable, early redemption dates or instalment dates, in each case which occur no earlier than 12 months after the Final Maturity Date.

"Paying Agent" means NT Services AS, reg. no. 916 482 574, Kronprinsesse Märthas plass 1, 0160 Oslo, Norway.

"Permitted Acquisition" means an acquisition of a company within the same line of business as the Group and which, if financed by proceeds from any Bond Issue, has a positive EBITDA (i) during the most recent 12 months, and (ii) according to the financial statements for the most recent financial year prior to the acquisition.

"Permitted Debt" means any Financial Indebtedness:

- (a) incurred under the Bonds (other than Subsequent Bonds);
- (b) incurred pursuant to any operating leases entered into in (i) the ordinary course of the Group's business and/or (ii) relating to real estate;
- (c) arising under any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability in the ordinary course of business of a Group Company;
- (d) arising under a foreign exchange transaction or a commodity transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates or prices where the exposure arises in the ordinary course of business or in respect of payments to be made under the Terms and Conditions and/or the Super Senior Working Capital Facility, but not any transaction for investment or speculative purposes;
- (e) arising under any interest rate hedging transactions in respect of payments to be made under the Terms and Conditions and/or the Super Senior Working Capital Facility, but not any transaction for investment or speculative purposes;
- (f) incurred under Advance Purchase Agreements;
- (g) incurred under any Subordinated Loan;
- (h) incurred by the Issuer if such Financial Indebtedness meets the Incurrence Test tested *pro forma* including such incurrence, and:
 - (i) is a result of (A) a Subsequent Bond Issue or (B) the incurrence of any Parity Debt; or

- (ii) ranks *pari passu* or is subordinated to the obligations of the Issuer under the Finance Documents, and (A) has a final maturity date or a final redemption date, and (B) when applicable, early redemption dates or instalment dates, in each case which occur no earlier than twelve (12) months after the Final Maturity Date;
- (i) taken up from a Group Company (including any cash pool arrangements);
- (j) under any deferred tax liability;
- (k) incurred in connection with the redemption of the Bonds in order to fully refinance the Bonds and provided further that such Financial Indebtedness is subject to an escrow arrangement up until the redemption of the Bonds;
- (l) incurred under the Existing Bonds provided that the Existing Bonds shall be repaid in connection with the Disbursement Date taking into account the payment mechanisms of the CSD (including any requirements of the Paying Agent) and the currency exchange process to convert relevant amounts of the Net Proceeds to the currencies of the Existing Bonds;
- (m) any pension liabilities;
- (n) incurred under a Super Senior Working Capital Facility or Factoring Arrangements in an aggregate amount not exceeding the higher of (i) ten (10) per cent. of the Total Bond Debt and (ii) twenty (20) per cent. of the Group's consolidated EBITDA;
- (o) incurred under any Government Support Loans in an aggregate amount not exceeding EUR 3,000,000;
- (p) incurred as a result of any Group Company acquiring another entity and which is due to such acquired entity holding indebtedness, provided that the Incurrence Test is met, tested *pro forma* on the acquired entity in question on a stand-alone basis (without the Group) and provided that the acquired debt is converted into equity or refinanced by the Issuer, by way of issuance of Subsequent Bonds or otherwise, within six (6) months following the date of the acquisition, for the avoidance of doubt provided in each case that any such indebtedness does not need to be converted into equity or refinanced if it will be permitted under any other paragraph under this definition of Permitted Debt;
- (q) incurred pursuant to any earn-out obligations having become payable provided that such obligations are paid six (6) months from when such earn-out has been finally determined;
- (r) arising under any contractual non-interest bearing vendor financing or deferred purchase price relating to any acquisitions made by the Group provided that the aggregate amount of any such vendor financing or deferred purchase price (not including any such deferred purchase price to the extent a corresponding amount has been deposited into an escrow arrangement with the relevant seller) does not exceed forty (40) per cent. of the acquisition price for any acquisition;
- (s) incurred under any employee incentive schemes on market terms in the ordinary course of business; and
- (t) any other Financial Indebtedness incurred by Group Companies in aggregate not exceeding two (2) per cent. of the Total Bond Debt.

"Permitted Merger" means a merger between Group Companies provided that:

- (a) the transferee Group Company shall be or become a Guarantor if the transferor Group Company is a Guarantor;

- (b) any transferor Group Company which shares are subject to the Transaction Security may only be merged with a transferee Group Company which shares are, or will be, subject to Security in favour of the Secured Parties; and
- (c) following the merger the Transaction Security granted to the Secured Parties is the same or equivalent following the merger except if such Transaction Security constitutes Security over intra-group loans granted between the Group Companies that are to be merged in which case the merger shall be permitted notwithstanding that such Transaction Security will not remain following the merger provided that the Agent (acting in its sole discretion) have given its consent thereto.

"Permitted Security" means any Security:

- (a) provided under the Senior Finance Documents and otherwise permitted pursuant to the Intercreditor Agreement (if any);
- (b) over the Proceeds Account;
- (c) arising by operation of law or in the ordinary course of business (including collateral or retention of title arrangements in connection with Advance Purchase Agreements but, for the avoidance of doubt, not including guarantees or security in respect of any monies borrowed or raised);
- (d) provided in relation to any lease agreement entered into by a Group Company;
- (e) arising under any netting or set off arrangements under financial derivatives transactions or bank account arrangements, including any group cash pool arrangements;
- (f) provided over bank accounts and/or proceeds pertaining to sold receivables with respect to factoring on a non-recourse basis;
- (g) until the Disbursement Date, any security provided under the Existing Bonds;
- (h) provided for debt permitted under paragraph (p) of Permitted Debt but only over assets held, directly or indirectly, by such acquired entity;
- (i) provided over receivables in relation to the Factoring Arrangements; and
- (j) provided pursuant to items (c), (d), (e), (k), (m) and (t) of the definition of Permitted Debt.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality.

"Proceeds Account" means a bank account of the Issuer or an escrow account arrangement satisfactory to the Agent, in line with the terms of these Terms and Conditions, into which the Net Proceeds from the Initial Bond Issue will be transferred and into which the Net Proceeds from any Subsequent Bond Issue may be transferred, which in each case has been pledged in favour of the Agent and the Bondholders (represented by the Agent) under the Proceeds Account Pledge Agreement.

"Proceeds Account Pledge Agreement" means the pledge agreement entered into between the Issuer and the Agent on or prior to the First Issue Date in respect of a first priority pledge over the Proceeds Account and all funds held on the Proceeds Account from time to time, granted in favour of the Agent and the Bondholders (represented by the Agent).

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

"Record Date" means the date on which a Bondholder's ownership of Bonds shall be recorded in the CSD as follows:

- (a) in relation to payments pursuant to these Terms and Conditions, the date designated as the Record Date in accordance with the rules of the CSD from time to time; or
- (b) for the purpose of casting a vote with regard to Clause 16 (*Decisions by Bondholders*), the date falling on the immediate preceding CSD Business Day to the date of that Bondholders' decision being made, or another date as accepted by the Agent.

"Redemption Date" means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 9 (*Redemption and Repurchase of the Bonds*).

"Reference Date" means 31 March, 30 June, 30 September and 31 December in each year for as long as any Bonds are outstanding.

"Reference Period" means each period of twelve (12) consecutive calendar months.

"Regulated Market" means any regulated market as defined in the Markets in Financial Instruments Directive 2014/65/EU (MiFID II), as amended.

"Restricted Payment" has the meaning set forth in Clause 13.2(a).

"Secured Obligations" means all present and future, actual and contingent, liabilities and obligations at any time due, owing or incurred by any Obligor towards the Secured Parties outstanding from time to time under the Finance Documents and (ii) if the Intercreditor Agreement has been entered into, the meaning given to such term in the Intercreditor Agreement.

"Secured Parties" means (i) unless the Intercreditor Agreement has been entered into, the Security Agent, the Bondholders and the Agent (including in its capacity as Agent under the Agency Agreement) and (ii) if the Intercreditor Agreement has been entered into, the meaning given to such term in the Intercreditor Agreement.

"Securities Account" means the account for dematerialised securities maintained by the CSD pursuant to the Securities Depository Act in which (i) an owner of such security is directly registered or (ii) an owner's holding of securities is registered in the name of a nominee.

"Securities Depository Act" means the Norwegian Securities Depository Act (*lov om registrering av finansielle instrumenter (lov 05.07.2002 no. 64)*).

"Security" means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any Person, or any other agreement or arrangement having a similar effect.

"Security Agent" means (i) unless the Intercreditor Agreement has been entered into, the Agent as security agent or another party replacing it as Security Agent, in accordance with these Terms and Conditions, and (ii) if the Intercreditor Agreement has been entered into, the security agent appointed by the Secured Parties pursuant to the Intercreditor Agreement, holding the Transaction Security on behalf of the Secured Parties.

"Security Documents" means the security documents pursuant to which the Transaction Security is created and any other document designated as a Security Document by the Issuer and the Security Agent.

"Social Cards Portfolio Divestment" means the Group's divestment of its Youda games portfolio, including social card themed title Governor of Poker 3, to Playtika Holding Corp., which was completed on 28 August 2023.

"STAK Loans" means the existing loans granted by Stichting Administratiekantoor Azerion Holding (Chamber of Commerce number 63433230) to the Issuer, with an outstanding principal amount (excluding any accrued but unpaid interest) of approximately EUR 1,200,000.

"Subordinated Loans" means the Existing Subordinated Loans and any future subordinated loan to the Issuer as debtor, if such subordinated loan:

- (a) is subordinated to the obligations of the Issuer under the Finance Documents pursuant to any

- subordination agreement or subordination undertaking (in form and substance satisfactory to the Agent);
- (b) according to its terms has a final redemption date or, when applicable, early redemption dates or instalment dates which occur after the Final Maturity Date or otherwise repaid by way of new Subordinated Loans; and
 - (c) according to its terms yield only payment-in-kind interest and/or cash interest that is payable after the Final Maturity Date (unless a Restricted Payment is permitted under the Finance Documents).

"Sole Bookrunner" means Pareto Securities AB.

"Subordination Agreement" means the subordination agreement to be entered into between the Issuer, the Parent and the Agent relating to the subordination of the Existing Subordinated Loans and any future subordination agreement to be entered into between the Issuer, the provider of Subordinated Debt and the Agent, in each case in form and substance satisfactory to the Agent.

"Subsequent Bond Issue" has the meaning set forth in Clause 2(d).

"Subsequent Bonds" means any Bonds issued after the First Issue Date on one or more occasions.

"Subsidiary" means, in respect of which such Person, directly or indirectly:

- (a) owns shares or ownership rights representing more than fifty (50) per cent. of the total number of votes held by the owners;
- (b) otherwise controls more than fifty (50) per cent. of the total number of votes held by the owners; or
- (c) has the power to appoint and remove all, or the majority of, the members of the board of directors or other governing body.

"Super Senior Debt" has the meaning given thereto in the Intercreditor Agreement, provided that the Intercreditor Agreement has been entered into.

"Super Senior Working Capital Facility" has the meaning given thereto in the Intercreditor Agreement, provided that the Intercreditor Agreement has been entered into.

"Total Bond Debt" means the aggregate of:

- (a) the total Outstanding Nominal Amount; and
- (b) the total outstanding nominal amount under any Parity Debt.

"Total Nominal Amount" means the total aggregate Nominal Amount of the Bonds outstanding at the relevant time.

"Transaction Costs" means all fees, costs and expenses, stamp, registration and other taxes incurred by the Issuer or any other Group Company in connection with (i) the Initial Bond Issue, (ii), any Subsequent Bond Issue, (iii) the listing of the Bonds or any Subsequent Bonds and (iv) acquisitions, mergers and divestments of companies.

"Transaction Security" means the Security provided for the Secured Obligations pursuant to the Security Documents, initially being:

- (a) a share pledge in respect of all shares in Azerion Games en Content Holding B.V governed by the laws of the Netherlands;
- (b) a share pledge in respect of all shares in Azerion Tech Holding B.V governed by the laws of the Netherlands;

- (c) a share pledge in respect of all shares in Azerion International Holding B.V. governed by the laws of the Netherlands (for the avoidance of doubt, this paragraph (c) shall, together with paragraphs (a) and (b) above, at all times be subject to Clause 13.14 (*Reorganisations*)); and
- (d) pledge over any Material Intra-Group Loans.

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

1.2 Construction

- (a) Unless a contrary indication appears, any reference in these Terms and Conditions to:
 - (i) "assets" includes present and future properties, revenues and rights of every description;
 - (ii) any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
 - (iii) a "regulation" includes any regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
 - (iv) an Event of Default is continuing if it has not been remedied or waived;
 - (v) a provision of law is a reference to that provision as amended or re-enacted; and
 - (vi) a time of day is a reference to Stockholm time.
- (b) When ascertaining whether a limit or threshold specified in EUR has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against EUR for the previous Business Day, as published by the European Central Bank on its website www.ecb.europa.eu. If no such rate is available, the most recently published rate shall be used instead.
- (c) A notice shall be deemed to be sent by way of press release if it is made available to the public within the European Economic Area promptly and in a non-discriminatory manner.
- (d) No delay or omission of the Agent, the Security Agent or of any Bondholder to exercise any right or remedy under the Finance Documents shall impair or operate as a waiver of any such right or remedy.
- (e) The privacy notice and any other information contained in this document before the table of contents section do not form part of these Terms and Conditions and may be updated without the consent of the Bondholders and the Agent.

2. Status of the Bonds

- (a) The Bonds are denominated in Euro and each Bond is constituted by these Terms and Conditions. The Issuer undertakes to make payments in relation to the Bonds and to comply with these Terms and Conditions.

- (b) By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to the Finance Documents and by acquiring Bonds, each subsequent Bondholder confirms such agreement.
- (c) The initial nominal amount of each Initial Bond is EUR 1,000 (the "**Initial Nominal Amount**"). The maximum total nominal amount of the Initial Bonds is EUR 165,000,000. All Initial Bonds are issued on a fully paid basis at an issue price of 98.50 per cent. of the Initial Nominal Amount.
- (d) The minimum permissible investment in a Bond Issue is EUR 100,000.
- (e) The ISIN of the Bonds is NO0013017657.
- (f) Provided that the Incurrence Test is met, either (i) in connection with the issuance of the Subsequent Bonds, upon which the proceeds shall be transferred to the Issuer directly upon the issuance, or (ii) if the Issuer decides that the proceeds shall be transferred to the Proceeds Account, in connection with the release of such proceeds from the Proceeds Account, the Issuer may, at one or several occasions, issue Subsequent Bonds (each such issue, a "**Subsequent Bond Issue**"). Subsequent Bonds shall benefit from and be subject to the Finance Documents, and, for the avoidance of doubt, the ISIN, the Interest Rate, the Nominal Amount and the Final Maturity Date applicable to the Initial Bonds shall apply to Subsequent Bonds. The price of the Subsequent Bonds may be set at a discount or at a premium compared to the Nominal Amount. The maximum total nominal amount of the Bonds (the Initial Bonds and all Subsequent Bonds) may not exceed EUR 300,000,000 unless a consent from the Bondholders is obtained in accordance with Clause 16(e)(i). Each Subsequent Bond shall entitle its holder to Interest in accordance with Clause 8(a), and otherwise have the same rights as the Initial Bonds.
- (g) The Bonds constitute direct, unconditional, unsubordinated and secured obligations of the Issuer and shall at all times rank (i) without any preference among them and (ii) at least *pari passu* with all direct, unconditional, unsubordinated and unsecured obligations of the Issuer, except (A) those obligations which are mandatorily preferred by law and (B) the super senior ranking of the Super Senior Debt in accordance with the Intercreditor Agreement, if any.
- (h) The Bonds are freely transferable, but the Bondholders may be subject to purchase or transfer restrictions with regard to the Bonds, as applicable, under local laws to which a Bondholder may be subject. Each Bondholder must ensure compliance with such restrictions at its own cost and expense.
- (i) No action is being taken in any jurisdiction that would or is intended to permit a public offering of the Bonds or the possession, circulation or distribution of any document or other material relating to the Issuer or the Bonds in any jurisdiction other than Sweden, where action for that purpose is required. Each Bondholder must inform itself about, and observe, any applicable restrictions to the transfer of material relating to the Issuer or the Bonds.

3. Use of Proceeds

- (a) The proceeds from the Initial Bond Issue shall be used to (i) refinance the Existing Bonds (including call premium and accrued but unpaid interest) and (ii) finance general corporate purposes of the Group, including capital expenditure and Transaction Costs.
- (b) The proceeds from any Subsequent Bond Issue shall be used to finance general corporate purposes of the Group, including capital expenditure, acquisitions and Transaction Costs, as well as other purposes that may be specified in connection with such Subsequent Bond Issue.

4. Conditions Precedent and Release of Net Proceeds

4.1 Conditions Precedent Initial Bond Issue

- (a) The payment of the Net Proceeds from the Initial Bond Issue to the Proceeds Account is subject to the Agent having received documents and evidence of the Proceeds Account Pledge Agreement being duly executed and perfected.
- (b) The Issuer shall provide, or procure the provision of, to the satisfaction of the Agent:
 - (i) constitutional documents and corporate resolutions (approving the relevant Finance Documents and authorising a signatory/-ies to execute the Finance Documents) for the Issuer and the Parent together constituting evidence that the Finance Documents have been duly executed;
 - (ii) copies of the Finance Documents (other than the Guarantee and Adherence Agreement), duly executed;
 - (iii) a copy of a duly signed unconditional and irrevocable call notice for the repayment of the Existing Bonds, such repayment to take place upon the disbursement of the Net Proceeds from the Proceeds Account with due regard to the payment mechanisms of the CSD;
 - (iv) evidence by way of a duly executed release letter from the agent under the Existing Bonds that the security existing in favour of the Existing Bonds will be released and discharged upon repayment of the Existing Bonds;
 - (v) evidence that the Transaction Security either has been or will be perfected in accordance with the terms of the Finance Documents (other than any fillings or registrations or similar steps which are to be completed as soon as practicable following disbursement) following disbursement or, in relation to security granted for the Existing Bonds, following repayment of the Existing Bonds in accordance with (iii) above;
 - (vi) a copy of a funds flow statement evidencing that payments in accordance with paragraph (a) of Clause 3 (*Use of Proceeds*) will be made immediately following disbursement of the Net Proceeds from the Proceeds Account;
 - (vii) an agreed form Compliance Certificate; and
 - (viii) legal opinion(s) on the capacity and due execution, in respect of any non-Swedish entity being party to a Finance Document and the validity and enforceability of the Finance Documents not governed by Swedish law, in each case issued by a reputable law firm (if applicable)
- (c) The Agent may assume that the documentation and evidence delivered to it pursuant to Clause 4.1(b) is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary and the Agent does not have to verify or assess the contents of any such documentation. The Agent does not have any obligation to review the documentation and evidence referred to in Clause 4.1(b) above from a legal or commercial perspective of the Bondholders.
- (d) When the conditions precedent for initial disbursement set out in Clause 4.1(b) have been received to the satisfaction of the Agent (acting reasonably), the Agent shall instruct the bank

(with which the Issuer holds the Proceeds Account) to transfer the funds from the Proceeds Account for the purpose set out in paragraph (a) of Clause 3 (*Use of Proceeds*).

- (e) If the conditions precedent for disbursement set out in Clause 4.1(b) have not been fulfilled to the satisfaction of the Agent (acting reasonably) or waived by the Agent within sixty (60) Business Days from the First Issue Date, the Issuer shall repurchase all Bonds at a price at which they were issued on the First Issue Date together with any accrued Interest. Any funds distributed by the Agent to the Bondholders in accordance with the Proceeds Account Pledge Agreement shall be deemed to be paid by the Issuer for the redemption under this Clause 4.1(e). **Any shortfall shall be covered by the Issuer.** The repurchase date shall fall no later than thirty (30) Business Days after the ending of the sixty (60) Business Days period referred to above.

4.2 Conditions Precedent Subsequent Bond Issue

- (a) The Net Proceeds from any Subsequent Bond Issue shall, if the Incurrence Test is not met in connection with issuance of such Subsequent Bonds, be transferred to the Proceeds Account. The Proceeds Account will be pledged in favour of the Agent and the Bondholders (represented by the Agent). The payment of the Net Proceeds from any Subsequent Bond Issue to the Proceeds Account is subject to the Agent having received documents and evidence of the Proceeds Account Pledge Agreement being duly executed and perfected.
- (b) If the Net Proceeds from any Subsequent Bond Issue have been transferred to the Proceeds Account, the Agent's approval of the disbursement of the Net Proceeds from the relevant Subsequent Bond Issue from the Proceeds Account is subject to the Agent being satisfied it has received a duly executed Compliance Certificate evidencing that the Incurrence Test is met (for the avoidance of doubt, calculated on a *pro forma* basis but excluding the cash to be released from the Proceeds Account).
- (c) The Agent may assume that the documentation and evidence delivered to it is accurate, legally valid, enforceable, correct, true and complete unless it has actual knowledge to the contrary, and the Agent does not have to verify or assess the contents of any such documentation. The conditions precedents are not reviewed by the Agent from a legal or commercial perspective of the Bondholders.
- (d) The pledge over the Proceeds Account shall be released when the conditions precedent for subsequent disbursements set out in Clause 4.2(a) have been fulfilled to the extent that all amounts standing to the credit of the Proceeds Account have been released.

5. Bonds in Book-Entry Form

- (a) The Bonds will be registered for the Bondholders on their respective Securities Accounts and no physical notes will be issued. Accordingly, the Bonds will be registered in dematerialized form in the CSD according to the Securities Depository Act and the requirements of the CSD. Registration requests relating to the Bonds shall be directed to the Paying Agent or an Account Operator.
- (b) The Issuer shall at all times ensure that the registration of the Bonds in the CSD is correct and shall as soon as practicably possible after any amendment or variation of these Terms and Conditions give notice to the CSD of any such amendment or variation.
- (c) In order to carry out its functions and obligations under these Terms and Conditions, the Agent will have access to the relevant information regarding ownership of the Bonds, as recorded and regulated with the CSD (subject to applicable law).

6. Bondholder's Rights

- (a) If a beneficial owner of a Bond not being registered as a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain proof of ownership of the Bonds, acceptable to the Agent.
- (b) A Bondholder (whether registered as such or proven to the Agent's satisfaction to be the beneficial owner of the Bond as set out in paragraph (a) above) may issue one or more powers of attorney to third parties to represent it in relation to some or all of the Bonds held or beneficially owned by such Bondholder. The Agent shall only have to examine the face of a power of attorney or similar evidence of authorisation that has been provided to it pursuant to this Clause 6 (*Bondholder's Rights*) and may assume that it is in full force and effect, unless otherwise is apparent from its face or the Agent has actual knowledge to the contrary.

7. Payments in Respect of the Bonds

- (a) The Issuer will unconditionally make available to or to the order of the Agent and/or the Paying Agent all amounts due on each payment date pursuant to the terms of these Terms and Conditions at such times and to such accounts as specified by the Agent and/or the Paying Agent in advance of each payment date or when other payments are due and payable pursuant to these Terms and Conditions.
- (b) All payments to the Bondholders in relation to the Bonds shall be made to each Bondholder registered as such in the CSD at the relevant Record Date, by, if no specific order is made by the Agent, crediting the relevant amount to the bank account nominated by such Bondholder in connection with its securities account in the CSD.
- (c) If a payment date to the Bondholders pursuant to the Finance Documents falls on a day on which either of the relevant CSD settlement system or the relevant currency settlement system for the Bonds are not open, the payment shall be made on the first following possible day on which both of the said systems are open, unless any provision to the contrary have been set out for such payment in the relevant Finance Document.
- (d) If payment or repayment is made in accordance with this Clause 7, the Issuer and the CSD shall be deemed to have fulfilled their obligation to pay, irrespective of whether such payment was made to a Person not entitled to receive such amount.
- (e) The Issuer is not liable to gross-up any payments under the Finance Documents by virtue of any withholding tax, public levy or the similar.

8. Interest

- (a) Each Initial Bond carries Interest at the Interest Rate from (and including) the First Issue Date up to (but excluding) the relevant Redemption Date. Any Subsequent Bond will carry Interest at the Interest Rate from (and including) the Interest Payment Date falling immediately prior to its issuance (or the First Issue Date if there is no such Interest Payment Date) up to (but excluding) the relevant Redemption Date.
- (b) Interest accrues during an Interest Period. Payment of Interest in respect of the Bonds shall be made to the Bondholders on each Interest Payment Date for the preceding Interest Period.
- (c) Interest shall be calculated on the basis of the actual number of days in the interest period in respect of which payment is being made divided by 360 (actual/360-days basis).

- (d) If the Issuer fails to pay any amount payable by it on its due date, default interest shall accrue on the overdue amount from (but excluding) the due date up to (and including) the date of actual payment at a rate which is two (2) per cent. higher than the Interest Rate. Accrued default interest shall not be capitalised. No default interest shall accrue where the failure to pay was solely attributable to the Agent, the Paying Agent or the CSD in which case the Interest Rate shall apply instead.

9. Redemption and Repurchase of the Bonds

9.1 Redemption at maturity

The Issuer shall redeem all, but not only some, of the outstanding Bonds in full on the Final Maturity Date with an amount per Bond equal to 100.00 per cent. of the Nominal Amount together with accrued but unpaid Interest. If the Final Maturity Date is not a CSD Business Day, then the redemption shall occur on the first following CSD Business Day.

9.2 Issuer's purchase of Bonds

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

9.3 Voluntary total redemption (call option)

- (a) The Issuer may redeem all, but not only some, of the outstanding Bonds in full:
 - (i) any time from and including the First Issue Date to, but excluding, the First Call Date if the call option is exercised before the First Call Date, at an amount per Bond equal to 103.375 per cent. of the Nominal Amount plus the remaining interest payments, calculated in accordance with Clause 9.3(c), up to and including the First Call Date together with accrued but unpaid Interest;
 - (ii) any time from and including the First Call Date to, but excluding, the first Business Day falling twenty-one (21) months after the First Issue Date at an amount per Bond equal to 103.375 per cent. of the Nominal Amount together with accrued but unpaid Interest;
 - (iii) any time from and including the first Business Day falling twenty-one (21) months after the First Issue Day to, but excluding, the first Business Day falling twenty-four (24) months after the First Issue Date at an amount per Bond equal to 102.700 per cent. of the Nominal Amount together with accrued but unpaid Interest;
 - (iv) any time from and including the first Business Day falling twenty-four (24) months after the First Issue Day to, but excluding, the first Business Day falling twenty-seven (27) months after the First Issue Date at an amount per Bond equal to 102.025 per cent. of the Nominal Amount together with accrued but unpaid Interest;
 - (v) any time from and including the first Business Day falling twenty-seven (27) months after the First Issue Day to, but excluding, the first Business Day falling thirty (30) months after the First Issue Date at an amount per Bond equal to 101.350 per cent. of the Nominal Amount together with accrued but unpaid Interest;
 - (vi) any time from and including the first Business Day falling thirty (30) months after the First Issue Day to, but excluding, the first Business Day falling thirty-three (33) months

after the First Issue Date at an amount per Bond equal to 100.675 per cent. of the Nominal Amount together with accrued but unpaid Interest; and

- (vii) any time from and including the first Business Day falling thirty-three (33) months after the First Issue Date to, but excluding, the Final Maturity Date at an amount per Bond equal to 100.3375 per cent. of the Nominal Amount, together with accrued but unpaid Interest.
- (b) Redemption in accordance with Clause 9.3(a) shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Agent. Upon receipt of such notice, the Agent shall inform the Paying Agent. The notice shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. Any such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent, which must be fulfilled at least three CSD Business Days prior to the Redemption Date. Upon expiry of such notice and the fulfilment of the conditions precedent (if any), the Issuer is bound to redeem the Bonds in full at the applicable amounts.
- (c) For the purpose of calculating the remaining interest payments pursuant to Clause 9.3(a)(i) it shall be assumed that the Interest Rate for the period from the relevant Record Date to, but excluding, the First Call Date will be equal to the Interest Rate in effect on the date on which notice of redemption is given to the Bondholders. The relevant Record Date shall be agreed upon between the Issuer, the Paying Agent, the CSD and the Agent in connection with such repayment.

9.4 Mandatory repurchase due to a Change of Control Event or a Delisting Event (put option)

- (a) Upon the occurrence of a Change of Control Event or Delisting Event, each Bondholder shall have the right to request that all, or some only, of its Bonds be repurchased at a price per Bond equal to 101 per cent. of the Nominal Amount together with accrued but unpaid Interest, during a period of sixty (60) days following a notice from the Issuer of the Change of Control Event or Delisting Event pursuant to Clause 11.1(e) (after which time period such rights lapse). However, such period may not start earlier than upon the occurrence of the Change of Control Event or Delisting Event.
- (b) The notice from the Issuer pursuant to Clause 11.1(e) shall specify the repurchase date and include instructions about the actions that a Bondholder needs to take if it wants Bonds held by it to be repurchased. If a Bondholder has so requested, and acted in accordance with the instructions in the notice from the Issuer, the Issuer, or a Person designated by the Issuer, shall repurchase the relevant Bonds and the repurchase amount shall fall due on the repurchase date specified in the notice given by the Issuer pursuant to Clause 11.1(e). The repurchase date must fall no later than twenty (20) Business Days after the end of the period referred to in Clause 9.4(a).
- (c) The Issuer shall comply with the requirements of any applicable securities laws or regulations in connection with the repurchase of Bonds. To the extent that the provisions of such laws and regulations conflict with the provisions in this Clause 9.4, the Issuer shall comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Clause 9.4 by virtue of the conflict.
- (d) Any Bonds repurchased by the Issuer pursuant to this Clause 9.4 may at the Issuer's discretion be retained or sold, but not cancelled.

9.5 Voluntary partial redemption

- (a) The Issuer may redeem the Bonds during each calendar year (without carry-back or carry forward) in a maximum aggregate amount not exceeding ten (10) per cent. of the total Nominal Amount outstanding immediately prior to such redemption. The repayment must occur on an Interest Payment Date. The repayment per Bond shall be equal the repaid percentage of the Nominal Amount (rounded down to the nearest EUR 1.00) plus (i) up to, but excluding, the First Call Date a premium on the repaid amount equal to the Call Option Amount set out in Clause 9.3(a)(ii) and thereafter, as applicable considering when the repayment occurs, a premium on the repaid amount equal the Call Option Amount for the relevant period and (ii) accrued but unpaid interest on the repaid amount. All Bonds shall be partially redeemed by way of *pro rata* payments to the Bondholders in accordance with the applicable regulations of the CSD.
- (b) Partial redemption in accordance with this Clause 9.5 shall be made by the Issuer giving not less than fifteen (15) Business Days' notice to the Bondholders and the Agent. Upon receipt of such notice, the Agent shall inform the Paying Agent. The notice shall specify the Redemption Date and also the Record Date on which a person shall be registered as a Bondholder to receive the amounts due on such Redemption Date. Any such notice is irrevocable but may, at the Issuer's discretion, contain one or more conditions precedent and, upon expiry of such notice, the Issuer is bound to redeem the Bonds in part on the immediately following Interest Payment Date at the applicable amounts. The applicable amount shall be an even amount in EUR and paid to the Person who is registered as a Bondholder on the Record Date prior to the relevant Redemption Date.

10. Transaction Security and Guarantees

- (a) Subject to the Intercreditor Agreement (if any), as continuing Security for the due and punctual fulfilment of the Secured Obligations, the Issuer, the Guarantors and each Group Company party to any Security Document and/or the Guarantee and Adherence Agreement grants the Transaction Security and the Guarantees (as applicable) to the Secured Parties as represented by the Security Agent on the terms set out in the Security Documents and the Guarantee and Adherence Agreement (as applicable).
- (b) The Security Agent shall hold the Transaction Security and the Guarantees on behalf of the Secured Parties in accordance with the Security Documents, the Guarantee and Adherence Agreement, and the Intercreditor Agreement (if any) (as applicable). The Issuer shall and shall procure that the Guarantors and each Group Company party to any Security Document and/or the Guarantee and Adherence Agreement (as applicable) will, enter into the Security Documents and/or the Guarantee and Adherence Agreement (as applicable) and perfect the Transaction Security in accordance with the Security Documents.
- (c) Unless and until the Security Agent has received instructions to the contrary in accordance with the Intercreditor Agreement (or if no Intercreditor Agreement is entered into, in accordance with Clause 16 (*Decisions by Bondholders*), the Security Agent shall (without first having to obtain the Bondholders' consent) be entitled to enter into agreements with the Issuer or a third party or take any other actions, if it is, in the Security Agent's opinion, necessary for the purpose of maintaining, altering, releasing or enforcing the Transaction Security, creating further Security for the benefit of the Secured Parties or for the purpose of settling the Bondholders', the Super Senior Working Capital Facility creditor's under the Super Senior Working Capital Facility, the creditors' under any New Debt, the hedge counterparties' under the Hedging Agreement or the Issuer's rights to the Transaction Security, in each case in accordance with the terms of the Finance Documents and provided that such agreements or actions are not detrimental to the interest of the Bondholders.

- (d) The Security Agent shall, on behalf of the Secured Parties, keep all certificates and other documents that are bearers of rights relating to the Transaction Security in safe custody.
- (e) The Agent shall be entitled to give instructions relating to the Transaction Security and the Guarantees to the Security Agent in accordance with the Intercreditor Agreement (if any).
- (f) Guarantees from Material Group Companies and Security (including Security provided pursuant to the Security Documents) shall be subject to customary financial assistance and corporate benefit limitations, as applicable in the relevant country.

11. Information to Bondholders

11.1 Information from the Issuer

- (a) The Issuer shall make the following information available in the English language by publication on the website of the Group:
 - (i) the annual audited consolidated financial statements of the Group, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, on its website as soon as it becomes available but not later than four (4) months after the expiry of each financial year;
 - (ii) the quarterly interim unaudited consolidated reports or the year-end report (as applicable) of the Group, including a profit and loss account, a balance sheet, a cash flow statement and management commentary or report from the Issuer's board of directors, on its website as soon as it becomes available but not later than two (2) months after the expiry of each relevant interim period, where the first Financial Report shall be delivered for the period ending on 30 September 2023; and
 - (iii) as soon as practicable following an acquisition or disposal of Bonds by a Group Company, the aggregate Nominal Amount held by Group Companies.
- (b) Any other information required by the Swedish Securities Markets Act (*Sw. lag (2007:528) om värdepappersmarknaden*) and the rules and regulations of the Regulated Market and/or MTF on which the Bonds are admitted to trading.
- (c) When the Bonds have been listed on a Regulated Market:
 - (i) the information set out in Clause 11.1(a) shall also be made available by way of press release; and
 - (ii) the reports referred to in Clause 11.1(a)(i) and Clause 11.1(a)(ii) shall be prepared in accordance with IFRS.
- (d) When the financial statements and other information are made available to the Bondholders pursuant to Clause 11.1(a), the Issuer shall send copies of such financial statements and other information to the Agent.
- (e) The Issuer shall promptly notify the Agent and the Bondholders upon becoming aware of the occurrence of a Change of Control Event or Delisting Event, and shall provide the Agent with such further information as the Agent may request (acting reasonably) following receipt of such notice. A notice regarding a Change of Control Event may be given in advance of the occurrence

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

- (f) The Issuer shall promptly notify the Agent (with full particulars) upon becoming aware of the occurrence of any event or circumstance which constitutes an Event of Default, or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) constitute an Event of Default, and shall provide the Agent with such further information as it may reasonably request in writing following receipt of such notice. Should the Agent not receive such information, the Agent is entitled to assume that no such event or circumstance exists or can be expected to occur, provided that the Agent does not have actual knowledge of such event or circumstance.
- (g) The Issuer shall submit a duly executed Compliance Certificate to the Agent:
 - (i) in connection with the delivery of a Financial Report;
 - (ii) in connection with the incurrence of Financial Indebtedness as set out in item (h) of the definition of Permitted Debt; and
 - (iii) in connection with the distribution of a Restricted Payment pursuant to Clause 13.2(b)(i).
- (h) The Agent may assume that any information provided by the Issuer in the Compliance Certificate delivered pursuant to paragraph (f) above is correct, and the Agent shall not be responsible or liable for the adequacy, accuracy or completeness of such information.
- (i) The Issuer is only obliged to inform the Agent according to this Clause 11.1 if informing the Agent would not conflict with any applicable laws or, when the Bonds are listed, the Issuer's registration contract with the Regulated Market. If such a conflict would exist pursuant to the listing contract with the Regulated Market or otherwise, the Issuer shall however be obliged to either seek approval from the Regulated Market or undertake other reasonable measures, including entering into a non-disclosure agreement with the Agent, in order to be able to timely inform the Agent according to this Clause 11.1.

11.2 Information from the Agent

- (a) Subject to applicable laws, regulations and the restrictions of a non-disclosure agreement entered into by the Agent in accordance with Clause 11.2(b), the Agent is entitled to disclose to the Bondholders any event or circumstance directly or indirectly relating to the Issuer or the Bonds. Notwithstanding the foregoing, the Agent may if it considers it to be beneficial to the interests of the Bondholders delay disclosure or refrain from disclosing certain information other than in respect of an Event of Default that has occurred and is continuing.
- (b) If a committee representing the Bondholders' interests under the Finance Documents has been appointed by the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*), the members of such committee may agree with the Issuer not to disclose information received from the Issuer, provided that it, in the reasonable opinion of such members, is beneficial to the interests of the Bondholders. The Agent shall be a party to such agreement and receive the same information from the Issuer as the members of the committee.

11.3 Publication of Finance Documents

- (a) The latest version of these Terms and Conditions (including any documents amending these Terms and Conditions) shall be available on the websites of the Group and the Agent.
- (b) The latest version of the Finance Documents shall be available to the Bondholders at the office of the Agent during the Agent's normal business hours.

12. Financial Undertakings

12.1 Maintenance Test

The Maintenance Test is met if the ratio of Net Interest Bearing Debt to EBITDA is equal to or less than 4.50x.

12.2 Testing of the Maintenance Test

The Maintenance Test shall be tested by reference to each of the Financial Reports on each Reference Date with respect to the Reference Period ending on such Reference Date.

12.3 Equity Cure

- (a) If there is a breach of any of the Maintenance Test, no Event of Default will occur if, within thirty (30) Business Days of the earlier of (i) a delivery of the relevant Compliance Certificate evidencing that breach and (ii) the date when such Compliance Certificate should have been delivered, the Issuer has received equity injection in cash in the form of a share issue, an unconditional shareholder contribution or Subordinated Loans in an amount sufficient to ensure compliance with the Maintenance Test, as at the relevant Reference Date (the "**Cure Amount**").
- (b) The calculation of the Leverage Ratio shall be adjusted so that the Net Interest Bearing Debt for the Reference Period is reduced with an amount equal to the Cure Amount.
- (c) Any Equity Cure must be made in cash and no more than three (3) Equity Cures are to be made over the life of the Bonds. Equity Cures may not be injected in respect of any consecutive calendar quarters.

12.4 Incurrence Test

The Incurrence Test is met if:

- (a) the Leverage Ratio is not greater than 2.50:1; and
- (b) no Event of Default is continuing or would occur upon the incurrence.

12.5 Distribution Test

The Distribution Test is met if:

- (a) the ratio of Net Interest Bearing Debt to EBITDA is equal to or less than 2.25:1; and
- (b) and no Event of Default is continuing or would occur upon the making of the Restricted Payment.

12.6 Testing of the Incurrence Test and the Distribution Test

- (a) The Leverage Ratio for purpose of the Incurrence Test and the Distribution Test shall be made as per a testing date, not earlier than the First Issue Date, determined by the Issuer, falling no more than three (3) months prior to:
 - (i) in relation to new Financial Indebtedness, either:
 - (A) the incurrence of the new Financial Indebtedness; or
 - (B) the release of funds from such Subsequent Bond Issue from the Proceeds Account; and
 - (ii) in relation to the making of a Restricted Payment, the making of such Restricted Payment.
- (b) The Net Interest Bearing Debt shall be measured on the relevant testing date so determined, but include any new Financial Indebtedness provided it is an interest bearing obligation and exclude any Financial Indebtedness to the extent refinanced with the new Financial Indebtedness incurred (however, any cash balance resulting from the incurrence of the new Financial Indebtedness shall not reduce Net Interest Bearing Debt) and/or exclude the amounts subject to the relevant Restricted Payment.

12.7 Calculation Adjustments

- (a) EBITDA for the Incurrence Test, the Distribution Test and the Maintenance Test shall be calculated as set out below.
- (b) The figures for EBITDA for the Reference Period ending on the relevant test date shall be used but adjusted so that:
 - (i) entities and assets acquired by the Group during the Reference Period, or, in respect of the Incurrence Test and the Distribution Test, after the end of the Reference Period but before the relevant testing date, shall be included, *pro forma*, for the entire Reference Period; and
 - (ii) entities and assets disposed of by the Group during the Reference Period, or, in respect of the Incurrence Test and the Distribution Test, after the end of the Reference Period but before the relevant testing date, shall be excluded, *pro forma*, for the entire Reference Period,

in each case provided that EBITDA relating to any such asset deals shall be confirmed by due diligence conducted by a reputable third-party financial adviser that the relevant Group Company has relied upon in connection with such acquisition.

13. General Undertakings

13.1 General

The Issuer undertakes to (and shall, where applicable, procure that each other Group Company will and shall procure that each Obligor (pursuant to the Guarantee and Adherence Agreement) undertakes to) comply with the undertakings set out in this Clause 13 for as long as any Bonds remain outstanding.

13.2 Restricted Payments

- (a) The Issuer shall not and shall procure that none of its Subsidiaries will:
- (i) pay any dividend on its shares (other than to the Issuer or a wholly-owned, direct or indirect, Subsidiary of the Issuer and, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata* basis);
 - (ii) repurchase or redeem any of its own shares;
 - (iii) redeem or reduce its share capital or other restricted or unrestricted equity with repayment to its shareholders;
 - (iv) repay any Subordinated Loans or pay any interest thereon;
 - (v) make any prepayments or repayments under any long term debt ranking junior or *pari passu* with the Bonds;
 - (vi) grant any loans (other than to the Issuer or a wholly-owned Subsidiary of the Issuer); or
 - (vii) make any other similar distribution or transfers of value to the direct or indirect shareholders of the Issuer, or any Affiliates of the Issuer (other than to the Issuer or a wholly-owned, direct or indirect, Subsidiary of the Issuer and, if made by a Subsidiary which is not directly or indirectly wholly-owned by the Issuer, is made on a *pro rata basis*).

(paragraphs (i)-(vii) above are together and individually referred to as a "**Restricted Payment**").

- (b) Notwithstanding the above, Restricted Payments may be made by the Issuer:
- (i) in an amount which does not exceed fifty (50) per cent. of the Group's consolidated net profit for the previous financial year excluding any profit relating to the entities being part of the Social Cards Portfolio Divestment (calculated on a *pro forma* basis) and excluding any profit from the Social Cards Portfolio Divestment to the extent the consideration was higher than the book value, provided that at the time of the payment:
 - (A) no Event of Default is outstanding or would occur as a result of such Restricted Payment;
 - (B) the Distribution Test is met (calculated on a *pro forma* basis including the relevant Restricted Payment); and
 - (C) the aggregate amount of all Restricted Payments of the Group in any financial year (including the relevant Restricted Payment in question) does not exceed fifty (50) per cent. of the Group's consolidated net profit for the previous financial year;
 - (ii) in connection with disbursement of the Net Proceeds from the Initial Bond Issue from the Proceeds Account, for the purpose of netting the Issuer's outstanding liabilities under Subordinated Loans towards the Issuer's receivables pursuant to the then outstanding Parent Loans, provided that no Event of Default is outstanding or would occur as a result of such Restricted Payment;

- (iii) for the purpose of, up until 30 June 2024, financing (i) any buy backs of shares in the Issuer in a total aggregate amount not exceeding EUR 10,000,000 and provided that it is made in the public market, and (ii) repayments of the STAK Loans; and
- (iv) repayment of Subordinated Loans by way of set off against issuance/transfer of shares in the Issuer provided that no Event of Default is outstanding or would occur as a result of such Restricted Payment.

13.3 Listing

The Issuer shall use its best efforts to ensure that:

- (a) the initial Bonds are listed on:
 - (i) a Regulated Market within sixty (60) days (with an intention to compete such listing within thirty (30) days) after the First Issue Date; and
 - (ii) Frankfurt Stock Exchange Open Market as soon as practically possible after the First Issue Date; and
- (b) any Subsequent Bonds are listed on:
 - (i) the relevant Regulated Market no later than sixty (60) days after the issuance of such Subsequent Bonds and with an intention to list within thirty (30) days; and
 - (ii) Frankfurt Stock Exchange Open Market as soon as practically possible after the issuance of such Subsequent Bonds; and
- (c) the Bonds, if admitted to trading on a Regulated Market and/or Frankfurt Stock Exchange Open Market, continue being listed thereon for as long as any Bond is outstanding (however, taking into account the rules and regulations of the relevant Regulated Market and/or Frankfurt Stock Exchange Open Market and the CSD (as amended from time to time) preventing trading in the Bonds in close connection to the redemption of the Bonds).

13.4 Nature of Business

The Issuer shall procure that no substantial change is made to the general nature of the business carried on by the Group as of the First Issue Date if such substantial change would have a Material Adverse Effect.

13.5 Financial Indebtedness

No Obligor shall, and shall procure that none of its Subsidiaries will, incur any Financial Indebtedness, other than Permitted Debt.

13.6 Disposal of Assets

Subject to the terms of the Intercreditor Agreement (if any), the Issuer shall not, and shall procure that no Subsidiary, sell or otherwise dispose of shares in any Subsidiary or of all or substantially all of its or that Subsidiary's assets, or operations to any Person not being the Issuer or any of its wholly-owned Subsidiaries, unless the transaction (i) is carried out at fair market value and on arm's length terms and (ii) does not have a Material Adverse Effect. Notwithstanding anything to the contrary, at one (1) occasion during the tenor of the Bonds a Material Group Company may be disposed of provided that immediately after such disposal the Guarantor Coverage Ratio is satisfied (tested on a *pro forma* basis) and all Group

Companies qualifying as a Material Group Company (calculated on a *pro forma* basis) will have acceded as Guarantors immediately following such disposal.

13.7 Guarantor Coverage

The Issuer shall, within sixty (60) days from the delivery of the Compliance Certificate delivered in connection with the Group's annual audited consolidated financial statements, ensure that the Guarantor Coverage Ratio is at least eighty (80) per cent. The Group shall have the right to retire any Group Company as a Guarantor (other than a Material Group Company, save for in connection with any disposal permitted pursuant to Clause 13.6 (*Disposal of Assets*)) provided that immediately prior thereto the Guarantor Coverage Ratio is satisfied (tested on a *pro forma* basis) and all Group Companies qualifying as a Material Group Company (calculated on a *pro forma* basis) will have acceded as Guarantors immediately afterwards.

13.8 Negative Pledge

The Issuer shall not, and shall procure that none of its Subsidiaries will, provide, prolong or renew any security over any of its/their assets (present or future), other than any Permitted Security.

13.9 Additional Security Material Intra-Group Loans

The Issuer shall no later than sixty (60) calendar days, upon the provision of a Material Intra-Group Loan, grant a pledge over that Material Intra-Group Loan as Security (subject to customary financial assistance and corporate benefit limitations) for all amounts outstanding under the Finance Documents and simultaneously therewith deliver to the Agent (unless previously provided):

- (a) constitutional documents and corporate resolutions (approving the relevant Security Documents and authorising a signatory/-ies to execute the relevant Security Document) for the relevant security provider, and each other party to that Security Document (other than the Agent);
- (b) a legal opinion on the capacity and due execution, in respect of any entity being party to the relevant Security Document unless it is incorporated in Sweden, issued by a reputable law firm; and
- (c) any legal opinion on the validity and enforceability in respect of the relevant Security Document unless it is governed by Swedish law which, if requested by the Agent, shall also include customary opinions regarding the role of the Security Agent in such jurisdiction (such as no residency or registration requirement and no need to deposit funds), issued by a reputable law firm.

13.10 Dealings at arm's length terms

The Issuer shall, and shall procure that its Subsidiaries, conduct all dealings with the direct and indirect shareholders of the Group Companies (excluding other Group Companies) and/or any Affiliates of such direct and indirect shareholders at arm's length terms.

13.11 Loans Out

The Issuer shall not, and shall procure that no other Group Company will, extend any loans in any form to any other party than (i) to other Group Companies, (ii) the Parent Loans, (iii) to employees in a maximum aggregate amount not exceeding EUR 500,000 from time to time, or (iv) in the ordinary course of business.

13.12 Compliance with laws and authorisations

The Issuer shall, and shall make sure that its Subsidiaries will, (i) comply with all laws and regulations applicable from time to time and (ii), obtain, maintain, and comply with, the terms and conditions of any authorisation, approval, licence, registration or other permit required for the business carried out by a Group Company, in each case, if failure to do so has or is reasonably likely to have a Material Adverse Effect.

13.13 Acquisitions

The Issuer shall not, and shall make sure that no other Group Company will, make any acquisitions of companies other than Permitted Acquisitions.

13.14 Reorganisations

The Issuer shall, and shall make sure that each other Group Company will, ensure that if any reorganisation of the Group is carried out, there shall always be Security granted over one or several holding companies which together directly or indirectly owns all Group Companies other than Azerion Gaming (provided that it is not having any material assets or conducts any operations) and shall make sure that each Group Company other than the Issuer and Azerion Gaming is ultimately owned by a Group Company which shares are subject to Security.

13.15 Conditions Subsequent

The Issuer shall ensure that the Guarantors have granted the Guarantees no later than ninety (90) days following the First Issue Date. In connection therewith, the Issuer shall deliver to the Agent customary conditions precedent documents reasonably required, including constitutional documents, corporate authorisation documents and, other than in relation to Swedish and Finnish law matters, legal opinions.

14. Events of Default and Acceleration of the Bonds

Each of the events or circumstances set out in this Clause 14 (other than Clause 14.11 (*Acceleration of the Bonds*)) is an Event of Default.

14.1 Non-Payment

The Issuer or a Guarantor fails to pay an amount on the date it is due in accordance with the Finance Documents unless:

- (a) its failure to pay is caused by administrative or technical error; and
- (b) payment is made within five (5) Business Days of the due date.

14.2 Maintenance Test

The Issuer has failed to comply with any of the Maintenance Test and such failure has not been cured in accordance with provisions for an Equity Cure.

14.3 Other Obligations

A party (other than the Agent) fails to comply with the Finance Documents, in any other way than as set out in Clause 14.1 (*Non-Payment*), provided that no Event of Default will occur if the failure to comply is capable of being remedied and the Issuer or that party has remedied the failure within twenty (20)

Business Days of the earlier (i) the Issuer or that party becoming aware of the failure to comply and (ii) the Agent requesting the Issuer in writing to remedy such failure.

14.4 Cross payment default and Cross-acceleration

Any Financial Indebtedness of a Group Company is:

- (a) not paid when due as extended by any originally applicable grace period (if there is one); or
- (b) declared to be due and payable prior to its specified maturity as a result of an event of default (however described),

provided that no Event of Default will occur under this Clause 14.4 if (i) it is disputed in good faith, (ii) the aggregate amount of Financial Indebtedness that has fallen due is less than EUR 2,000,000 or (iii) it is owed to a Group Company.

14.5 Insolvency

- (a) Any Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors (except for Bondholders) with a view to rescheduling its Financial Indebtedness; or
- (b) a moratorium is declared in respect of the Financial Indebtedness of any Group Company.

14.6 Insolvency Proceedings

Any corporate action, legal proceedings or other procedures are taken (other than (i) proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within sixty (60) Business Days of commencement or, if earlier, the date on which it is advertised, (ii) proceedings or petitions concerning a claim which is less than EUR 2,000,000 (or the equivalent thereof in any other currency), and (iii), in relation to Subsidiaries of the Issuer not being an Obligor or subject to Transaction Security, solvent liquidations) in relation to:

- (a) the suspension of payments, winding-up, dissolution, administration or reorganisation (Sw. *företagsrekonstruktion*) (by way of voluntary agreement, scheme of arrangement or otherwise) of any Group Company; and
- (b) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Group Company or any of its assets or any analogous procedure or step is taken in any jurisdiction.

14.7 Mergers and demergers

A decision is made that any Group Company shall be merged or demerged if such merger or demerger is likely to have a Material Adverse Effect, provided that a merger subject to existing security between Subsidiaries only or between the Issuer and a Subsidiary, where the Issuer is the surviving entity, shall not be an Event of Default and a merger involving the Issuer, where the Issuer is not the surviving entity, shall always be considered an Event of Default and provided that the Issuer may not be demerged.

14.8 Creditors' Process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of any Group Company having an aggregate value of an amount equal to or exceeding EUR 2,000,000 (or the equivalent thereof if any other currency) and is not discharged within sixty (60) Business Days.

14.9 Impossibility or Illegality

It is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of the Finance Documents or if the obligations under the Finance Documents are not, or cease to be, legal, valid, binding and enforceable.

14.10 Continuation of the Business

The Issuer or any other Group Company ceases to carry on its business (other than (i) following a Permitted Merger, (ii) a solvent liquidation permitted pursuant to Clause 14.6 (*Insolvency Proceedings*) above or (iii) a disposal permitted under the Finance Documents), if such discontinuation is likely to have a Material Adverse Effect.

14.11 Acceleration of the Bonds

- (a) Upon the occurrence of an Event of Default which is continuing but subject to the terms of the Intercreditor Agreement (if any), the Agent is entitled to, and shall following a demand in writing from a Bondholder (or Bondholders) representing at least fifty (50) per cent. of the Adjusted Nominal Amount (such demand may only be validly made by a Person who is a Bondholder on the Business Day immediately following the day on which the demand is received by the Agent and shall, if made by several Bondholders, be made by them jointly) or following an instruction given pursuant to Clause 14.11(d), on behalf of the Bondholders (i) by notice to the Issuer, declare all, but not some only, of the outstanding Bonds due and payable together with any other amounts payable under the Finance Documents, immediately or at such later date as the Agent determines, and (ii) exercise any or all of its rights, remedies, powers and discretions under the Finance Documents.
- (b) The Agent may not accelerate the Bonds in accordance with Clause 14.11(a) by reference to a specific Event of Default if it is no longer continuing or if it has been decided, on a Bondholders Meeting or by way of a Written Procedure, to waive such Event of Default (temporarily or permanently).
- (c) The Agent shall notify the Bondholders of an Event of Default within five (5) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing. The Agent shall, within twenty (20) Business Days of the date on which the Agent received actual knowledge of that an Event of Default has occurred and is continuing, decide if the Bonds shall be so accelerated. If the Agent decides not to accelerate the Bonds, the Agent shall promptly seek instructions from the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*). The Agent shall always be entitled to take the time necessary to consider whether an occurred event constitutes an Event of Default.
- (d) If the Bondholders (in accordance with these Terms and Conditions) instruct the Agent to accelerate the Bonds, the Agent shall promptly declare the Bonds due and payable and take such actions as may, in the opinion of the Agent, be necessary or desirable to enforce the rights of the Bondholders under the Finance Documents, unless the relevant Event of Default is no longer continuing.

- (e) If the right to accelerate the Bonds is based upon a decision of a court of law or a government authority, it is not necessary that the decision has become enforceable under law or that the period of appeal has expired in order for cause of acceleration to be deemed to exist.
- (f) Subject to the Intercreditor Agreement (if any), in the event of an acceleration of the Bonds in accordance with this Clause 14.11, the Issuer shall up to, but excluding, the First Call Date redeem all Bonds at an amount per Bond equal to the Call Option Amount set out in Clause 9.3(a)(ii) and thereafter, as applicable considering when the acceleration occurs, redeem all Bonds at an amount per Bond equal to the Call Option Amount for the relevant period.

15. Distribution of Proceeds

- (a) Unless an Intercreditor Agreement has been entered into, all payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause 14 (*Events of Default and Acceleration of the Bonds*) and any proceeds received from an enforcement of the Transaction Security or the Guarantees (in the case of Guarantees to the extent proceeds from the Guarantees can be applied towards satisfaction of the below) shall be distributed in the following order of priority:
 - (i) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Agent in accordance with the Agency Agreement (other than any indemnity given for liability against the Bondholders), (ii) other costs, expenses and indemnities relating to the acceleration of the Bonds, the enforcement of the Transaction Security or the Guarantees or the protection of the Bondholders' rights as may have been incurred by the Agent, (iii) any costs incurred by the Agent for external experts that have not been reimbursed by the Issuer in accordance with Clause 21.2(g), and (iv) any costs and expenses incurred by the Agent in relation to a Bondholders' Meeting or a Written Procedure that have not been reimbursed by the Issuer in accordance with Clause 16(m);
 - (ii) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);
 - (iii) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and
 - (iv) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents.

Any excess funds after the application of proceeds in accordance with paragraphs (i) to (iv) above shall be paid to the Issuer (or the Guarantors, as applicable).

- (b) If the Intercreditor Agreement has been entered into, all payments by the Issuer relating to the Bonds and the Finance Documents following an acceleration of the Bonds in accordance with Clause 14 (*Events of Default and Acceleration of the Bonds*) and any proceeds received from an enforcement of the Transaction Security or the Guarantees (in the case of Guarantees to the extent proceeds from the Guarantees can be applied towards satisfaction of the Secured Obligations) shall be distributed in accordance with the Intercreditor Agreement
- (c) If a Bondholder or another party has paid any fees, costs, expenses or indemnities referred to in Clause 15(a)(i), such Bondholder or other party shall be entitled to reimbursement by way of a corresponding distribution in accordance with Clause 15(a)(i).

- (d) Unless the Intercreditor Agreement has been entered into, funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Bonds or the enforcement of the Transaction Security or the Guarantees constitute escrow funds (*Sw. redovisningsmedel*) and must be held on a separate interest-bearing account on behalf of the Bondholders and the other interested parties. The Agent shall arrange for payments of such funds in accordance with this Clause 15 as soon as reasonably practicable. If the Intercreditor Agreement has been entered into, funds that the Agent receives (directly or indirectly) in connection with the acceleration of the Bonds or the enforcement of the Transaction Security or the Guarantees constitute escrow funds (*Sw. redovisningsmedel*) and must be promptly turned over to the Security Agent to be applied in accordance with the Intercreditor Agreement.
- (e) If the Issuer or the Agent shall make any payment under this Clause 15, the Issuer or the Agent, as applicable, shall notify the Bondholders of any such payment at least fifteen (15) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid. Notwithstanding the foregoing, for any Interest due but unpaid the Record Date specified in Clause 7(a) shall apply.

16. Decisions by Bondholders

- (a) A request by the Agent for a decision by the Bondholders on a matter relating to the Finance Documents shall (at the option of the Agent) be dealt with at a Bondholders' Meeting or by way of a Written Procedure.
- (b) Any request from the Issuer or a Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount (such request may only be validly made by a Person who is a Bondholder on the CSD Business Day immediately following the day on which the request is received by the Agent and shall, if made by several Bondholders, be made by them jointly) for a decision by the Bondholders on a matter relating to the Finance Documents shall be directed to the Agent and dealt with at a Bondholders' Meeting or by way a Written Procedure, as determined by the Agent. The Person requesting the decision may suggest the form for decision making, but if it is in the Agent's opinion more appropriate that a matter is dealt with at a Bondholders' Meeting than by way of a Written Procedure, it shall be dealt with at a Bondholders' Meeting.
- (c) The Agent may refrain from convening a Bondholders' Meeting or instigating a Written Procedure if (i) the suggested decision must be approved by any Person in addition to the Bondholders and such Person has informed the Agent that an approval will not be given, or (ii) the suggested decision is not in accordance with applicable regulations.
- (d) Only a Bondholder, or the beneficial owner thereof having presented relevant evidence to the Agent pursuant to Clause 6 (*Bondholder's Rights*):
 - (i) on the Record Date prior to the date of the Bondholders' Meeting, in respect of a Bondholders' Meeting, or
 - (ii) on the CSD Business Day specified in the communication pursuant to Clause 18(c), in respect of a Written Procedure,

may exercise voting rights as a Bondholder at such Bondholders' Meeting or in such Written Procedure, provided that the relevant Bonds are included in the definition of Adjusted Nominal Amount.

- (e) The following matters shall require the consent of Bondholders representing at least sixty-six and two thirds ($66 \frac{2}{3}$) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18(c):
- (i) the issue of any Subsequent Bonds, if the total nominal amount of the Bonds exceeds, or if such issue would cause the total nominal amount of the Bonds to at any time exceed, EUR 135,000,000 (for the avoidance of doubt, for which consent shall be required at each occasion such Subsequent Bonds are issued);
 - (ii) a change to the terms of any of Clause 2(a), and Clauses 2(g) to 2(i);
 - (iii) reduction of the premium payable upon the redemption or repurchase of any Bond pursuant to Clause 9 (*Redemption and Repurchase of the Bonds*);
 - (iv) a change to the Interest Rate (other than as a result of an application of Clause 20 (*Replacement of Base Rate*)) or the Nominal Amount (other than as a result of an application of Clause 9.5 (*Voluntary partial redemption*));
 - (v) waive a breach of or amend an undertaking set out in Clause 13 (*General Undertakings*);
 - (vi) a change to the terms for the distribution of proceeds set out in Clause 15 (*Distribution of Proceeds*);
 - (vii) a change to the terms dealing with the requirements for Bondholders' consent set out in this Clause 16;
 - (viii) a change of issuer, an extension of the tenor of the Bonds or any delay of the due date for payment of any principal or interest on the Bonds;
 - (ix) a release of the Transaction Security or the Guarantees, except in accordance with the terms of the Security Documents and/or the Guarantee and Adherence Agreement (as applicable);
 - (x) a mandatory exchange of the Bonds for other securities; and
 - (xi) early redemption of the Bonds, other than upon an acceleration of the Bonds pursuant to Clause 14 (*Events of Default and Acceleration of the Bonds*) or as otherwise permitted or required by these Terms and Conditions.
- (f) Any matter not covered by Clause 16(e) shall require the consent of Bondholders representing more than fifty (50) per cent. of the Adjusted Nominal Amount for which Bondholders are voting at a Bondholders' Meeting or for which Bondholders reply in a Written Procedure in accordance with the instructions given pursuant to Clause 18(c). This includes, but is not limited to, any amendment to, or waiver of, the terms of any Finance Document that does not require a higher majority (other than an amendment permitted pursuant to Clause 19(a)(i) or 19(a)(ii)), an acceleration of the Bonds, or the enforcement of any Transaction Security or Guarantees.
- (g) Quorum at a Bondholders' Meeting or in respect of a Written Procedure only exists if a Bondholder (or Bondholders) representing at least twenty (20) per cent. of the Adjusted Nominal Amount:

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

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

- (h) If a quorum does not exist at a Bondholders' Meeting or in respect of a Written Procedure, the Agent or the Issuer shall convene a second Bondholders' Meeting (in accordance with Clause 17(a)) or initiate a second Written Procedure (in accordance with Clause 18(a)), as the case may be, provided that the relevant proposal has not been withdrawn by the Person(s) who initiated the procedure for Bondholders' consent. The quorum requirement in Clause 16(g) shall not apply to such second Bondholders' Meeting or Written Procedure.
- (i) Any decision which extends or increases the obligations of the Issuer or the Agent, or limits, reduces or extinguishes the rights or benefits of the Issuer or the Agent, under the Finance Documents shall be subject to the Issuer's or the Agent's consent, as appropriate.
- (j) A Bondholder holding more than one Bond need not use all its votes or cast all the votes to which it is entitled in the same way and may in its discretion use or cast some of its votes only.
- (k) The Issuer may not, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Bondholder for or as inducement to any consent under these Terms and Conditions, unless such consideration is offered to all Bondholders that vote at the relevant Bondholders' Meeting or in a Written Procedure within the time period stipulated for the consideration to be payable or the time period for replies in the Written Procedure, as the case may be.
- (l) A matter decided at a duly convened and held Bondholders' Meeting or by way of Written Procedure is binding on all Bondholders, irrespective of them being present or represented at the Bondholders' Meeting or responding in the Written Procedure. The Bondholders that have not adopted or voted for a decision shall not be liable for any damages that this may cause other Bondholders.
- (m) All costs and expenses incurred by the Issuer or the Agent for the purpose of convening a Bondholders' Meeting or for the purpose of carrying out a Written Procedure, including reasonable fees to the Agent, shall be paid by the Issuer.
- (n) If a decision shall be taken by the Bondholders on a matter relating to the Finance Documents, the Issuer shall promptly at the request of the Agent provide the Agent with a certificate specifying the number of Bonds owned by Group Companies or (to the knowledge of the Issuer) Affiliates, irrespective of whether such Person is directly registered as owner of such Bonds. The Agent shall not be responsible for the accuracy of such certificate or otherwise be responsible to determine whether a Bond is owned by a Group Company or an Affiliate.
- (o) Information about decisions taken at a Bondholders' Meeting or by way of a Written Procedure shall promptly be published on the websites of the Group and the Agent, provided that a failure to do so shall not invalidate any decision made or voting result achieved. The minutes from the relevant Bondholders' Meeting or Written Procedure shall at the request of a Bondholder be sent to it by the Issuer or the Agent, as applicable.

17. Bondholders' Meeting

- (a) The Agent shall convene a Bondholders' Meeting by sending a notice thereof to each Bondholder through the CSD no later than five (5) CSD Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons).
- (b) Should the Issuer want to replace the Agent, it may convene a Bondholders' Meeting in accordance with Clause 17(a) with a copy to the Agent. After a request from the Bondholders pursuant to Clause 21.4(c), the Issuer shall no later than five (5) CSD Business Days after receipt of such request (or such later date as may be necessary for technical or administrative reasons) convene a Bondholders' Meeting in accordance with Clause 17(a).
- (c) The notice pursuant to Clause 17(a) shall include (i) time for the meeting, (ii) place for the meeting, (iii) agenda for the meeting (including each request for a decision by the Bondholders), (iv) a form of power of attorney, (v) any applicable conditions precedent and conditions subsequent, (vi) the reasons for, and contents of, each proposal, (vii) if the proposal concerns an amendment to any Finance Document, the details of such proposed amendment, (viii) if a notification by the Bondholders is required in order to attend the Bondholders' Meeting, information regarding such requirement and (ix) information on where additional information (if any) will be published. Only matters that have been included in the notice may be resolved upon at the Bondholders' Meeting. Should prior notification by the Bondholders be required in order to attend the Bondholders' Meeting, such requirement shall be included in the notice.
- (d) The Bondholders' Meeting shall be held no earlier than ten (10) Business Days and no later than thirty (30) Business Days from the notice.
- (e) Without amending or varying these Terms and Conditions, the Agent may prescribe such further regulations regarding the convening and holding of a Bondholders' Meeting as the Agent may deem appropriate. Such regulations may include a possibility for Bondholders to vote without attending the meeting in person.

18. Written Procedure

- (a) The Agent shall instigate a Written Procedure (which may be conducted electronically) no later than five (5) CSD Business Days after receipt of a request from the Issuer or the Bondholder(s) (or such later date as may be necessary for technical or administrative reasons) by sending a communication to the Bondholders through the CSD.
- (b) Should the Issuer want to replace the Agent, it may send a communication in accordance with Clause 18(a) to each Bondholder with a copy to the Agent.
- (c) A communication pursuant to Clause 18(a) shall include (i) each request for a decision by the Bondholders, (ii) a description of the reasons for each request, (iii) a specification of the CSD Business Day on which a Person must be registered as a Bondholder in order to be entitled to exercise voting rights, (iv) instructions and directions on where to receive a form for replying to the request (such form to include an option to vote yes or no for each request) as well as a form of power of attorney, (v) any applicable conditions precedent and conditions subsequent, (vi) if a proposal concerns an amendment to any Finance Document, the details of such proposed amendment, (vii) if the voting is to be made electronically, the instructions for such voting, (viii) information on where additional information (if any) will be published and (ix) the stipulated time period within which the Bondholder must reply to the request (such time period to last at least

ten (10) Business Days from the communication pursuant to Clause 18(a)). If the voting shall be made electronically, instructions for such voting shall be included in the communication.

- (d) When the requisite majority consents of the total Adjusted Nominal Amount pursuant to Clauses 16(e) and 16(f) have been received in a Written Procedure, the relevant decision shall be deemed to be adopted pursuant to Clause 16(e) or 16(f), as the case may be, even if the time period for replies in the Written Procedure has not yet expired.
- (e) The Agent may, during the Written Procedure, provide information to the Issuer by way of updates whether or not quorum requirements have been met and about the eligible votes received by the Agent, including the portion consenting or not consenting to the proposal(s) or refraining from voting (as applicable).

19. Amendments and Waivers

- (a) The Issuer and the Agent and/or the Security Agent (as applicable) (in each case acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive any provision in a Finance Document, provided that:
 - (i) such amendment or waiver is not detrimental to the interest of the Bondholders, or is made solely for the purpose of rectifying obvious errors and mistakes;
 - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority;
 - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 16 (*Decisions by Bondholders*); or
 - (iv) is made pursuant to Clause 20 (*Replacement of Base Rate*).
- (b) The consent of the Bondholders is not necessary to approve the particular form of any amendment to the Finance Documents. It is sufficient if such consent approves the substance of the amendment or waiver.
- (c) The Agent shall promptly notify the Bondholders of any amendments or waivers made in accordance with Clause 19(a), setting out the date from which the amendment or waiver will be effective, and ensure that any amendments to the Finance Documents are published in the manner stipulated in Clause 11.3 (*Publication of Finance Documents*). The Issuer shall ensure that any amendments to the Finance Documents are duly registered with the CSD and each other relevant organisation or authority, to the extent such registration is possible with the rules of the relevant CSD.
- (d) An amendment to the Finance Documents shall take effect on the date determined by the Bondholders Meeting, in the Written Procedure or by the Agent, as the case may be.

20. Replacement of Base Rate

20.1 General

- (a) Any determination or election to be made by an Independent Adviser, the Issuer or the Bondholders in accordance with the provisions of this Clause 20 shall at all times be made by such Independent Adviser, the Issuer or the Bondholders (as applicable) acting in good faith, in a commercially reasonable manner and by reference to relevant market data.

- (b) If a Base Rate Event has occurred, this Clause 20 shall take precedent over the fallbacks set out in paragraph (b) to (d) of the definition of EURIBOR.

20.2 Definitions

In this Clause 20:

"Adjustment Spread" means a spread (which may be positive, negative or zero) or a formula or methodology for calculating a spread, or a combination thereof to be applied to a Successor Base Rate and that is:

- (a) formally recommended by any Relevant Nominating Body in relation to the replacement of the Base Rate; or
- (b) if (a) is not applicable, the adjustment spread that the Independent Adviser determines is reasonable to use in order to eliminate, to the extent possible, any transfer of economic value from one party to another as a result of a replacement of the Base Rate and is customarily applied in comparable debt capital market transactions.

"Base Rate Amendments" has the meaning set forth in Clause 20.3(d)

"Base Rate Event" means one or several of the following circumstances:

- (c) the Base Rate (for the relevant Interest Period) has ceased to exist or ceased to be published for at least five (5) consecutive Business Days as a result of the Base Rate (for the relevant Interest Period) ceasing to be calculated or administered;
- (d) a public statement or publication of information by (i) the supervisor of the Base Rate Administrator or (ii) the Base Rate Administrator that the Base Rate Administrator ceases to provide the applicable Base Rate (for the relevant Interest Period) permanently or indefinitely and, at the time of the statement or publication, no successor administrator has been appointed or is expected to be appointed to continue to provide the Base Rate;
- (e) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator that the Base Rate (for the relevant Interest Period) is no longer representative of the underlying market which the Base Rate is intended to represent and the representativeness of the Base Rate will not be restored in the opinion of the supervisor of the Base Rate Administrator;
- (f) a public statement or publication of information in each case by the supervisor of the Base Rate Administrator with the consequence that it is unlawful for the Issuer or the Issuing Agent to calculate any payments due to be made to any Bondholder using the applicable Base Rate (for the relevant Interest Period) or it has otherwise become prohibited to use the applicable Base Rate (for the relevant Interest Period);
- (g) a public statement or publication of information in each case by the bankruptcy trustee of the Base Rate Administrator or by the trustee under the bank recovery and resolution framework (Sw. *krishanteringsregelverket*), or in respect of EURIBOR, from the equivalent entity with insolvency or resolution powers over the Base Rate Administrator, containing the information referred to in paragraph (b) above; or
- (h) a Base Rate Event Announcement has been made and the announced Base Rate Event as set out in paragraphs (b) to (e) above will occur within six (6) months.

"Base Rate Event Announcement" means a public statement or published information as set out in paragraphs (b) to (e) of the definition of Base Rate Event that any event or circumstance specified therein will occur.

"Independent Adviser" means an independent financial institution or adviser of repute in the debt capital markets where the Base Rate is commonly used.

"Relevant Nominating Body" means, subject to applicable law, firstly any relevant supervisory authority, secondly any applicable central bank, or any working group or committee of any of them, or thirdly the Financial Stability Board or any part thereof.

"Successor Base Rate" means:

- (a) a screen or benchmark rate, including the methodology for calculating term structure and calculation methods in respect of debt instruments with similar interest rate terms as the Bonds, which is formally recommended as a successor to or replacement of the Base Rate by a Relevant Nominating Body; or
- (b) if there is no such rate as described in paragraph (a) above, such other rate as the Independent Adviser determines is most comparable to the Base Rate.

For the avoidance of doubt, in the event that a Successor Base Rate ceases to exist, this definition shall apply *mutatis mutandis* to such new Successor Base Rate.

20.3 Determination of Base Rate, Adjustment Spread and Base Rate Amendments

- (a) Without prejudice to paragraph (b) below, upon a Base Rate Event Announcement, the Issuer may, if it is possible to determine a Successor Base Rate at such point of time, at any time before the occurrence of the relevant Base Rate Event at the Issuer's expense appoint an Independent Adviser to initiate the procedure to determine a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating and finally deciding the applicable Base Rate. For the avoidance of doubt, the Issuer will not be obliged to take any such actions until obliged to do so pursuant to paragraph (b) below.
- (b) If a Base Rate Event has occurred, the Issuer shall use all commercially reasonable endeavours to, as soon as reasonably practicable and at the Issuer's expense, appoint an Independent Adviser to initiate the procedure to determine, as soon as commercially reasonable, a Successor Base Rate, the Adjustment Spread and any Base Rate Amendments for purposes of determining, calculating, and finally deciding the applicable Base Rate.
- (c) If the Issuer fails to appoint an Independent Adviser in accordance with paragraph (b) above, the Bondholders shall, if so decided at a Bondholders' Meeting or by way of Written Procedure, be entitled to appoint an Independent Adviser (at the Issuer's expense) for the purposes set forth in paragraph (b) above. If an Event of Default has occurred and is continuing, or if the Issuer fails to carry out any other actions set forth in Clauses 20.3 to 20.6, the Agent (acting on the instructions of the Bondholders) may to the extent necessary effectuate any Base Rate Amendments without the Issuer's cooperation.
- (d) The Independent Adviser shall also initiate the procedure to determine any technical, administrative or operational changes required to ensure the proper operation of a Successor Base Rate or to reflect the adoption of such Successor Base Rate in a manner substantially consistent with market practice ("**Base Rate Amendments**").

- (e) Provided that a Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments have been finally decided no later than prior to the relevant Quotation Day in relation to the next succeeding Interest Period, they shall become effective with effect from and including the commencement of the next succeeding Interest Period, always subject to any technical limitations of the CSD and any calculations methods applicable to such Successor Base Rate.

20.4 Interim measures

- (a) If a Base Rate Event set out in any of the paragraphs (a) to (e) of the Base Rate Event definition has occurred but no Successor Base Rate and Adjustment Spread have been finally decided prior to the relevant Quotation Day in relation to the next succeeding Interest Period or if such Successor Base Rate and Adjustment Spread have been finally decided but due to technical limitations of the CSD, cannot be applied in relation to the relevant Quotation Day, the Interest Rate applicable to the next succeeding Interest Period shall be:
 - (i) if the previous Base Rate is available, determined pursuant to the terms that would apply to the determination of the Base Rate as if no Base Rate Event had occurred; or
 - (ii) if the previous Base Rate is no longer available or cannot be used in accordance with applicable law or regulation, equal to the Interest Rate determined for the immediately preceding Interest Period.
- (b) For the avoidance of doubt, paragraph (a) above shall apply only to the relevant next succeeding Interest Period and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, this Clause 20. This will however not limit the application of paragraph (a) above for any subsequent Interest Periods, should all relevant actions provided in this Clause 20 have been taken, but without success.

20.5 Notices etc.

Prior to the Successor Base Rate, the applicable Adjustment Spread and any Base Rate Amendments become effective the Issuer shall promptly, following the final decision by the Independent Adviser of any Successor Base Rate, Adjustment Spread and any Base Rate Amendments, give notice thereof to the Agent, the Issuing Agent and the Bondholders in accordance with Clause 26 (*Notices and Press Releases*) and the CSD. The notice shall also include information about the effective date of the amendments. If the Bonds are admitted to trading on a stock exchange, the Issuer shall also give notice of the amendments to the relevant stock exchange.

20.6 Variation upon replacement of Base Rate

- (a) No later than giving the Agent notice pursuant to Clause 20.5, the Issuer shall deliver to the Agent a certificate signed by the Independent Adviser and the CEO, CFO or any other duly authorised signatory of the Issuer (subject to Clause 20.3(c)) confirming the relevant Successor Base Rate, the Adjustment Spread and any Base Rate Amendments, in each case as determined and decided in accordance with the provisions of this Clause 20. The Successor Base Rate the Adjustment Spread and any Base Rate Amendments (as applicable) specified in such certificate will, in the absence of manifest error or bad faith in any decision, be binding on the Issuer, the Agent, the Issuing Agent and the Bondholders.
- (b) Subject to receipt by the Agent of the certificate referred to in paragraph (a) above, the Issuer and the Agent shall, at the request and expense of the Issuer, without the requirement for any

consent or approval of the Bondholders, without undue delay effect such amendments to the Finance Documents as may be required by the Issuer in order to give effect to this Clause 20.

- (c) The Agent and the Issuing Agent shall always be entitled to consult with external experts prior to amendments are affected pursuant to this Clause 20. Neither the Agent nor the Issuing Agent shall be obliged to concur if in the reasonable opinion of the Agent or the Issuing Agent (as applicable), doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agent or the Issuing Agent in the Finance Documents.

20.7 Limitation of liability for the Independent Adviser

Any Independent Adviser appointed pursuant to Clause 20.3 shall not be liable whatsoever for damage or loss caused by any determination, action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Independent Adviser shall never be responsible for indirect or consequential loss.

21. Appointment and Replacement of the Agent and the Security Agent

21.1 Appointment of Agent and the Security Agent

- (a) By subscribing for Bonds, each initial Bondholder:
 - (i) appoints the Agent and the Security Agent to act as its agent and security agent (as applicable) in all matters relating to the Bonds and the Finance Documents, and authorises each of the Agent and the Security Agent to act on its behalf (without first having to obtain its consent, unless such consent is specifically required by these Terms and Conditions) in any legal or arbitration proceedings relating to the Bonds held by such Bondholder including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security and the Guarantees; and
 - (ii) confirms, after the entering into of the Intercreditor Agreement (if any), the appointment under the Intercreditor Agreement of the Security Agent to act as its agent in all matters relating to the Transaction Security, the Security Documents, the Guarantees and the Guarantee and Adherence Agreement, including any legal or arbitration proceeding relating to the perfection, preservation, protection or enforcement of the Transaction Security and the Guarantees and acknowledges and agrees that the rights, obligations, role of and limitations of liability for the Security Agent is further regulated in the Intercreditor Agreement.
- (b) By acquiring Bonds, each subsequent Bondholder confirms the appointment and authorisation for the Agent and the Security Agent to act on its behalf, as set forth in Clause 21.1(a).
- (c) Each Bondholder shall immediately upon request provide the Agent and the Security Agent with any such documents, including a written power of attorney (in form and substance satisfactory to the Agent or the Security Agent, as applicable), that the Agent or the Security Agent (as applicable) deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. Neither the Agent nor the Security Agent is under any obligation to represent a Bondholder which does not comply with such request.
- (d) The Issuer shall promptly upon request provide the Agent and the Security Agent with any documents and other assistance (in form and substance satisfactory to the Agent or the Security

Agent, as applicable), that the Agent or the Security Agent (as applicable) deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents.

- (e) Each of the Agent and the Security Agent is entitled to fees for its respective work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents and the Agent's and the Security Agent's respective obligations as Agent and Security Agent (as applicable) under the Finance Documents are conditioned upon the due payment of such fees and indemnifications.
- (f) Each of the Agent and the Security Agent may act as agent or trustee for several issues of securities issued by or relating to the Issuer and other Group Companies notwithstanding potential conflicts of interest.

21.2 Duties of the Agent and the Security Agent

- (a) Each of the Agent and the Security Agent shall represent the Bondholders subject to and in accordance with the Finance Documents, including, *inter alia*, holding the Transaction Security pursuant to the Security Documents and the Guarantees pursuant to the Guarantee and Adherence Agreement on behalf of the Bondholders and, where relevant, enforcing the Transaction Security on behalf of the Bondholders. Neither the Agent nor the Security Agent is responsible for the content, valid execution, legal validity or enforceability of the Finance Documents or the perfection of the Transaction Security.
- (b) When acting in accordance with the Finance Documents, each of the Agent and the Security Agent is always acting with binding effect on behalf of the Bondholders. Each of the Agent and the Security Agent shall carry out its duties under the Finance Documents in a reasonable, proficient and professional manner, with reasonable care and skill.
- (c) Each of the Agent's and the Security Agent's duties under the Finance Documents are solely mechanical and administrative in nature and the Agent and the Security Agent only acts in accordance with the Finance Documents and upon instructions from the Bondholders, unless otherwise set out in the Finance Documents. In particular, neither the Agent nor the Security Agent is acting as an advisor (whether legal, financial or otherwise) to the Bondholders or any other Person.
- (d) Neither the Agent nor the Security Agent is obligated to assess or monitor the financial condition of the Issuer or compliance by the Issuer of the terms of the Finance Documents unless to the extent expressly set out in the Finance Documents, or to take any steps to ascertain whether any Event of Default (or any event that may lead to an Event of Default) has occurred. Until it has actual knowledge to the contrary, each of the Agent and the Security Agent is entitled to assume that no Event of Default (or any event that may lead to an Event of Default) has occurred.
- (e) Each of the Agent and the Security Agent is entitled to delegate its duties to other professional parties, but each of them shall remain liable for the actions of such parties under the Finance Documents.
- (f) Each of the Agent and the Security Agent shall treat all Bondholders equally and, when acting pursuant to the Finance Documents, act with regard only to the interests of the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other Person, other than as explicitly stated in the Finance Documents.
- (g) Each of the Agent and the Security Agent is entitled to engage external experts when carrying out its duties under the Finance Documents. The Issuer shall on demand by the Agent and/or the

Security Agent pay all costs for external experts engaged after the occurrence of an Event of Default, in connection with any Bondholder's Meeting or Written Procedure, in connection with any amendment or waiver request under the Finance Documents, or for the purpose of investigating or considering (i) an event which the Agent reasonably believes is or may lead to an Event of Default, (ii) a matter relating to the Issuer or the Transaction Security which the Agent and/or the Security Agent reasonably believes may be detrimental to the interests of the Bondholders under the Finance Documents or (iii) as otherwise agreed between the Agent and/or the Security Agent and the Issuer. Any compensation for damages or other recoveries received by the Agent and/or the Security Agent from external experts engaged by it for the purpose of carrying out its duties under the Finance Documents shall be distributed in accordance with Clause 15 (*Distribution of Proceeds*).

- (h) The Agent shall, as applicable, enter into agreements with the CSD, and comply with such agreements and the CSD regulations applicable to the Agent, as may be necessary in order for the Agent to carry out its duties under the Finance Documents.
- (i) Notwithstanding any other provision of the Finance Documents to the contrary, neither the Agent nor the Security Agent is 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.
- (j) If in the Agent's or Security Agent's (as applicable) reasonable opinion the cost, loss or liability which it may incur (including its respective reasonable fees) in complying with instructions of the Bondholders, or taking any action at its own initiative, will not be covered by the Issuer, or the Bondholders (as applicable), the Agent or the Security Agent (as applicable) may refrain from acting in accordance with such instructions, or taking such action, until it has received such funding or indemnities (or adequate Security has been provided therefore) as it may reasonably require.
- (k) Unless it has actual knowledge to the contrary, each of the Agent and the Security Agent may assume that all information provided by or on behalf of the Issuer (including by its advisors) is correct, true and complete in all aspects.
- (l) Each of the Agent and the Security Agent shall give a notice to the Bondholders (i) before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Agent or the Security Agent under the Finance Documents or (ii) if it refrains from acting for any reason described in Clause 21.2(j).
- (m) The Agent may instruct the CSD to split the Bonds to a lower nominal value in order to facilitate partial redemptions, write-downs or restructurings of the Bonds or in other situations where such split is deemed necessary.

21.3 Limited liability for the Agent and the Security Agent

- (a) Neither the Agent nor the Security Agent will be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its negligence or wilful misconduct. Neither the Agent nor the Security Agent shall be responsible for indirect loss.
- (b) Neither the Agent nor the Security Agent shall be considered to have acted negligently if it has acted in accordance with advice addressed to it from or opinions of reputable external experts or if it has acted with reasonable care in a situation when it considers that it is detrimental to the interests of the Bondholders to delay the action in order to first obtain instructions from the Bondholders.

- (c) Neither the Agent nor the Security Agent shall be liable for any delay (or any related consequences) in crediting an account with an amount required pursuant to the Finance Documents to be paid by it to the Bondholders, provided that it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by it for that purpose.
- (d) Neither the Agent nor the Security Agent shall have any liability to the Bondholders for damage caused by it acting in accordance with instructions of the Bondholders given in accordance with the Finance Documents.
- (e) Any liability towards the Issuer which is incurred by the Agent or the Security Agent in acting under, or in relation to, the Finance Documents shall not be subject to set-off against the obligations of the Issuer to the Bondholders under the Finance Documents.
- (f) The Agent is not liable for information provided to the Bondholders by or on behalf of the Issuer or any other Person.

21.4 Replacement of the Agent and the Security Agent

- (a) Subject to Clause 21.4(f), each of the Agent and the Security Agent may resign by giving notice to the Issuer and the Bondholders, in which case the Bondholders shall appoint a successor Agent and/or the Security Agent at a Bondholders' Meeting convened by the retiring Agent or by way of Written Procedure initiated by the retiring Agent.
- (b) Subject to Clause 21.4(f), if the Agent and/or the Security Agent is Insolvent, the Agent and/or the Security Agent (as applicable) shall be deemed to resign as Agent and/or the Security Agent (as applicable) and the Issuer shall within ten (10) Business Days appoint a successor Agent and/or a successor Security Agent (as applicable) which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- (c) A Bondholder (or Bondholders) representing at least ten (10) per cent. of the Adjusted Nominal Amount may, by notice to the Issuer (such notice may only be validly given by a Person who is a Bondholder on the CSD Business Day immediately following the day on which the notice is received by the Issuer and shall, if given by several Bondholders, be given by them jointly), require that a Bondholders' Meeting is held for the purpose of dismissing the Agent and/or the Security Agent and appointing a new Agent and/or the new Security Agent (as applicable). The Issuer may, at a Bondholders' Meeting convened by it or by way of Written Procedure initiated by it, propose to the Bondholders that the Agent and/or the Security Agent be dismissed and a new Agent and/or a new Security Agent (as applicable) be appointed.
- (d) If the Bondholders have not appointed a successor Agent and/or successor Security Agent within ninety (90) days after (i) the earlier of the notice of resignation was given or the resignation otherwise took place or (ii) the Agent and/or the Security Agent was dismissed through a decision by the Bondholders, the Issuer shall appoint a successor Agent and/or successor Security Agent (as applicable) which shall be an independent financial institution or other reputable company which regularly acts as agent under debt issuances.
- (e) The retiring Agent and/or the retiring Security Agent (as applicable) shall, at its own cost, make available to the successor Agent and/or the successor Security Agent (as applicable) such documents and records and provide such assistance as the successor Agent and/or successor Security Agent may reasonably request for the purposes of performing its functions as Agent and/or the Security Agent (as applicable) under the Finance Documents.

- (f) The Agent's and the Security Agent's resignation or dismissal shall only take effect upon the appointment of a successor Agent and/or the successor Security Agent (as applicable) and acceptance by such successor Agent and/or the successor Security Agent (as applicable) of such appointment and the execution of all necessary documentation to effectively substitute the retiring Agent and/or the retiring Security Agent (as applicable).
- (g) Upon the appointment of a successor, the retiring Agent and/or the retiring Security Agent shall be discharged from any further obligation in respect of the Finance Documents but shall remain entitled to the benefit of the Finance Documents and remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Agent and/or the Security Agent (as applicable). Its successor, the Issuer and each of the Bondholders shall have the same rights and obligations amongst themselves under the Finance Documents as they would have had if such successor had been the original Agent and/or the Security Agent.
- (h) In the event that there is a change of the Agent and/or the Security Agent in accordance with this Clause 21.4, the Issuer shall execute such documents and take such actions as the new Agent and/or the new Security Agent may reasonably require for the purpose of vesting in such new Agent and/or the new Security Agent (as applicable) the rights, powers and obligation of the Agent and/or the Security Agent and releasing the retiring Agent and/or the retiring Security Agent (as applicable) from its respective further obligations under the Finance Documents. Unless the Issuer and the new Agent and/or the new Security Agent agrees otherwise, the new Agent and/or the new Security Agent shall be entitled to the same fees and the same indemnities as the retiring Agent and/or the retiring Security Agent (as applicable).

22. Appointment and Replacement of the CSD

- (a) The Issuer has appointed the CSD to manage certain tasks under these Terms and Conditions and in accordance with the CSD regulations and the other regulations applicable to the Bonds.
- (b) The CSD may retire from its assignment or be dismissed by the Issuer provided that the Issuer has effectively appointed a replacement CSD that accedes as CSD at the same time as the old CSD retires or is dismissed and provided also that the replacement does not have a negative effect on any Bondholder. The replacing CSD must be authorized to professionally conduct clearing operations pursuant to the Central Securities Depository Regulation (*Regulation (EU) No 909/2014*) and be authorized as a central securities depository in accordance with the Financial Instruments Accounts Act.

23. Appointment and Replacement of the Paying Agent

- (a) The Issuer appoints the Paying Agent to manage certain specified tasks under these Terms and Conditions and in accordance with the legislation, rules and regulations applicable to and/or issued by the CSD and relating to the Bonds.
- (b) The Paying Agent may retire from its assignment or be dismissed by the Issuer, provided that the Issuer has approved that a commercial bank or securities institution approved by the CSD accedes as new Paying Agent at the same time as the old Paying Agent retires or is dismissed. If the Paying Agent is Insolvent, the Issuer shall immediately appoint a new Paying Agent, which shall replace the old Paying Agent as issuing agent in accordance with these Terms and Conditions.

24. No Direct Actions by Bondholders

- (a) A Bondholder may not take any steps whatsoever against the Issuer or with respect to the Transaction Security or the Guarantees to enforce or recover any amount due or owing to it pursuant to the Finance Documents, or to initiate, support or procure the winding-up, dissolution, liquidation, company reorganisation (Sw. *företagsrekonstruktion*) or bankruptcy (Sw. *konkurs*) (or its equivalent in any other jurisdiction) of the Issuer in relation to any of the liabilities of the Issuer under the Finance Documents.
- (b) Clause 24(a) shall not apply if the Agent has been instructed by the Bondholders in accordance with the Finance Documents to take certain actions but fails for any reason to take, or is unable to take (for any reason other than a failure by a Bondholder to provide documents in accordance with Clause 21.1(c)), such actions within a reasonable period of time and such failure or inability is continuing. However, if the failure to take certain actions is caused by the non-payment by the Issuer of any fee or indemnity due to the Agent under the Finance Documents or by any reason described in Clause 21.2(j), such failure must continue for at least forty (40) Business Days after notice pursuant to Clause 21.2(l) before a Bondholder may take any action referred to in Clause 24(a).
- (c) The provisions of Clause 24(a) shall not in any way limit an individual Bondholder's right to claim and enforce payments which are due to it under Clause 9.4 (*Mandatory repurchase due to a Change of Control Event or a Delisting Event (put option)*) or other payments which are due by the Issuer to some but not all Bondholders.

25. Prescription

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

26. Notices and Press Releases

26.1 Notices

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

sent by email by the Agent, to the email address notified by the Issuer to the Agent from time to time; and

- (iii) if to the Bondholders, shall be given at their addresses as registered with the CSD, on the Business Day prior to dispatch, and by either courier delivery (if practically possible) or letter for all Bondholders. A notice to the Bondholders shall also be published on the websites of the Group and the Agent.
- (b) Any notice or other communication made by one Person to another under or in connection with the Finance Documents shall be sent by way of courier, personal delivery or letter, or if between the Issuer and the Agent, by email, and will only be effective:
- (i) in case of courier or personal delivery, when it has been left at the address specified in Clause 26.1(a);
 - (ii) in case of letter, three (3) Business Days after being deposited postage prepaid in an envelope addressed to the address specified in Clause 26.1(a); or
 - (iii) in case of email, on the day of dispatch (unless a delivery failure message was received by the sender), save that any notice or other communication sent by email that is sent after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.
- (c) Any notice which shall be provided to the Bondholders in physical form pursuant to these Terms and Conditions may, at the discretion of the Agent, be limited to:
- (i) a cover letter, which shall include:
 - (A) all information needed in order for Bondholders to exercise their rights under the Finance Documents;
 - (B) details of where Bondholders can retrieve additional information;
 - (C) contact details to the Agent; and
 - (D) an instruction to contact the Agent should any Bondholder wish to receive the additional information by regular mail; and
 - (ii) copies of any document needed in order for Bondholder to exercise their rights under the Finance Documents.
- (d) Failure to send a notice or other communication to a Bondholder or any defect in it shall not affect its sufficiency with respect to other Bondholders.

26.2 Press releases

- (a) Any notice that the Issuer or the Agent shall send to the Bondholders pursuant to Clauses 9.3 (*Voluntary total redemption (call option)*), 11.1(e), 14.11(c), 16(o), 17(a), 18(a) and 19(c) shall also be published by way of press release by the Issuer or the Agent, as applicable.
- (b) In addition to Clause 26.2(a), if any information relating to the Bonds or the Group contained in a notice the Agent may send to the Bondholders under these Terms and Conditions has not already been made public by way of a press release, the Agent shall before it sends such

information to the Bondholders give the Issuer the opportunity to issue a press release containing such information. If the Issuer does not promptly issue a press release and the Agent considers it necessary to issue a press release containing such information before it can lawfully send a notice containing such information to the Bondholders, the Agent shall be entitled to issue such press release.

27. Force Majeure and Limitation of Liability

- (a) None of the Agent, the Security Agent or the Paying Agent shall be held responsible for any damage arising out of any legal enactment, or any measure taken by a public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance (a "**Force Majeure Event**"). The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Agent, the Security Agent or the Paying Agent itself takes such measures, or is subject to such measures.
- (b) The Paying Agent shall have no liability to the Bondholders if it has observed reasonable care. The Paying Agent shall never be responsible for indirect damage with exception of gross negligence and wilful misconduct.
- (c) Should a Force Majeure Event arise which prevents the Agent, the Security Agent or the Paying Agent from taking any action required to comply with these Terms and Conditions, such action may be postponed until the obstacle has been removed.
- (d) The provisions in this Clause 27 apply unless they are inconsistent with the provisions of the applicable securities registration legislation which provisions shall take precedence.

28. Governing Law and Jurisdiction

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

Intercreditor Principles

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INTERCREDITOR TERM SHEET

Initially EUR 165,000,000 Senior Secured Callable Fixed Rate Bonds 2023/2026 (the "**Bonds**") and a Super Senior Working Capital Facility Agreement

This intercreditor term sheet (this "**ICA Term Sheet**") should be read together with the term sheet for the Bonds (the "**Bond Term Sheet**").

Unless otherwise defined in this ICA Term Sheet, terms defined in the Bond Term Sheet shall have the same meanings when used in this ICA Term Sheet.

Original Parties: To establish the relative rights of creditors under various financing arrangements, the Intercreditor Agreement will be entered into by:

1. the Issuer and the Guarantors (the "**Original ICA Group Companies**");
2. Principion Holding B.V. as Shareholder Creditor under certain Shareholder Debt (each as defined below);
3. Nordic Trustee & Agency AB (publ), acting as Bonds agent (on behalf of the Bondholders) (the "**Original Bonds Agent**"); and
4. Nordic Trustee & Agency AB (publ) acting as security agent (on behalf of the Secured Parties) (the "**Original Security Agent**").

Acceding Parties: Each of the following Person(s) shall accede to the Intercreditor Agreement (without being required to obtain any prior consent from any other party to the Intercreditor Agreement):

- (a) any party becoming a Guarantor;
- (b) any party acceding as a Hedge Counterparty;
- (c) any party providing and any Group Company incurring Shareholder Debt;
- (d) a Person providing Super Senior Debt or refinancing of the Bonds or the Super Senior Debt or assuming rights or obligations with respect to, any of the Secured Obligations provided that such Person will not be obliged to accede if its agent or representative have acceded to the Intercreditor Agreement; or
- (e) a Person providing New Debt which in accordance with the Senior Finance Documents and subject to the terms of the Intercreditor Agreement shall rank *pari passu* with the Bonds.

Background: The Security provided for the benefit of the Secured Parties will (to the extent permitted by applicable law and practically possible) be a single Security package which will be held pursuant to Swedish and other relevant law and the Intercreditor Agreement. The Security Agent will be appointed as initial Security Agent to hold the Security on behalf of each of the Secured Parties.

The waterfall arrangements in the Intercreditor Agreement will reflect the ranking of the liabilities owed by the ICA Group Companies to the Secured Parties, as set out in this ICA Term Sheet.

The Intercreditor Agreement will incorporate, amongst others, the principles set out in the following paragraphs.

Definitions:

"Bonds Agent" means (i) the Original Bonds Agent or (ii) a new agent replacing the Original Bonds Agent in accordance with the Terms and Conditions.

"Conflicting Enforcement Instructions" means instructions (or proposed instructions) as to enforcement of the Transaction Security or the taking of any Enforcement Action delivered to the Security Agent by a Representative that are inconsistent as to the manner of enforcement (including any inconsistency as to the timeframe for realising value from an Enforcement Action in respect of the Transaction Security or the Guarantees or a distressed disposal), it being understood that, for the purpose of triggering the consultation requirements under paragraph (b)(ii) under Section "Enforcement" only and not for any other purpose (including, without limitation, determining the Instructing Party), the failure to give instructions by either the Super Senior Representative or Senior Representative will be deemed to be an instruction inconsistent with any other instructions given.

"Collective Majority Senior Creditors" means the Senior Creditors representing a majority of the Senior Debt under any Bonds and New Debt, based on the Senior Creditors under any Bonds and any New Debt voting as one creditor class.

"Debt" means any indebtedness under or in connection with the Bonds, the Super Senior Debt (including in each case any replacement debt referred to in "Replacement of debt" below), any New Debt, the Shareholder Debt and the Intercompany Debt.

"Enforcement Action" means any action of any kind to:

- (a) declare prematurely due and payable or otherwise seek to accelerate payment of or place a demand on all or any part of any Debt (notwithstanding whether such Debt has fallen due or not) or Guarantee (other than as a result of it becoming unlawful for a Secured Party to perform its obligations under, or of any voluntary or mandatory prepayment under, the Senior Finance Documents);
- (b) recover all or any part of any Debt (including by exercising any set-off, save as required by law and normal netting and set-off transactions in the ordinary course of business);
- (c) exercise or enforce any enforcement right under the Transaction Security, in each case granted in relation to (or given in support of) all or any part of any Debt;
- (d) petition for (or take or support any other step which may lead to) an Insolvency Event;
- (e) sue, claim or bring proceedings against the Issuer, any Guarantor or any ICA Group Company in respect of recovering any Debt; or
- (f) in relation to any Hedging Obligation only, designate an Early Termination Date (as defined in the relevant Hedging Agreement) under any Hedging Agreement, or terminate, or close out any transaction under, any Hedging Agreements, prior to its stated

maturity, or demand payment of any amount which would become payable on or following an Early Termination Date (as defined in the relevant Hedging Agreement) or any such termination or close-out, unless voluntary or in accordance with a partial termination in accordance with the terms of the Senior Finance Documents and not related to any default.

"Enforcement Instructions" means instructions as to take Enforcement Actions (including the manner and timing of enforcement) given by a Representative to the Security Agent provided that instructions not to undertake enforcement or an absence of instructions as to enforcement shall not constitute "Enforcement Instructions".

"Facility Agent" means any agent or representative in relation to any Super Senior WCF.

"Finance Documents" has the meaning given to such term in the Terms and Conditions.

"Final Discharge Date" means the date when all principal, interest and any other costs or outstanding amounts under the Senior Finance Documents have been irrevocably discharged in full and all commitments of the Secured Parties under the Senior Finance Documents have expired, been cancelled or terminated.

"Guarantee" means the guarantees provided under the Guarantee and Adherence Agreement to the Secured Parties.

"Guarantee and Adherence Agreement" has the meaning given to such term in the Terms and Conditions.

"Hedge Counterparty" means any person who is or becomes a hedge counterparty pursuant to any Hedging Agreement.

"Hedging Agreement" means any hedging agreements regarding hedging transactions in respect of payments to be made under the Bonds or for hedging exposures (including hedging exposures in relation to fluctuation in currency rates) arising in the ordinary course of business, but not for speculative or investment purposes, entered into or to be entered into by the Issuer or any other Group Company with any Hedge Counterparty.

"Hedging Obligations" means all present and future moneys, debts and liabilities due, owing or incurred from time to time by any Group Company to any Hedge Counterparty under or in connection with any Hedging Agreement.

"ICA Group Companies" means the Original ICA Group Companies and any other entity which has acceded to the Intercreditor Agreement as an ICA Group Company in accordance with the terms of the Intercreditor Agreement.

"Insolvency Event" means:

- (a) any Group Company is unable or admits inability to pay its debts as they fall due or is declared to be unable to pay its debts under applicable law, suspends making payments on its debts generally or, by reason of actual or anticipated financial difficulties,

commences negotiations with its creditors with a view to rescheduling its Financial Indebtedness; or

- (b) a moratorium is declared in respect of the Financial Indebtedness of any Group Company; or
- (c) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, dissolution, administration or reorganisation of any Group Company;
 - (ii) a composition, compromise, assignment or arrangement with any creditor of any Group Company; or
 - (iii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Group Company or any of its assets; or

any analogous procedure or step is taken in any jurisdiction other than:

- (i) proceedings which are vexatious or frivolous or are being disputed in good faith and are discharged, stayed or dismissed within 60 days of commencement; or
- (ii) in relation to Group Companies (other than the Issuer), solvent liquidations that are permitted under the Senior Finance Documents.

"Intercompany Debt" means any intercompany loan provided by a Guarantor to a Group Company that shall be subordinated in accordance with the Intercreditor Agreement, excluding any intercompany loans that are pledged to the Secured Parties.

"Instructing Party" means the Senior Representative or, following replacement in accordance with paragraph (b)(v) under Section "Enforcement", the Super Senior Representative.

"Major Obligations" means an obligation with respect to any Group Company pursuant to any negative pledge undertaking or restriction on financial indebtedness, disposals, loans out or holding company activities under any Super Senior WCF.

"New Debt" means Financial Indebtedness incurred pursuant to (i) any Parity Debt and (ii) paragraph (h)(ii) in the definition of "Permitted Debt" in the Terms and Conditions, provided that the creditors under such debt has acceded to the Intercreditor Agreement.

"New Debt Documents" means each document or instrument entered into after the date hereof between the Issuer and a New Debt Creditor setting out the terms of any credit which creates or evidences New Debt.

"New Debt Creditors" means each creditor under and as defined in the relevant New Debt Documents.

"Payment Block Event" means when the Super Senior Representative serves a written notice to the Issuer, the Security Agent, the Bonds Agent and any New Debt Creditor(s) (or its agent(s)) that an event of default (for the avoidance of doubt, after the expiration of any applicable grace period in respect of the default giving rise to the event of default) relating to:

- (a) a non-payment;
- (b) a breach of financial covenants;
- (c) non-compliance with any of the Major Obligations;
- (d) a cross default;
- (e) insolvency;
- (f) insolvency proceedings;
- (g) creditors' process;
- (h) impossibility or illegality; or
- (i) cession of business,

under the Super Senior WCF has occurred or the Super Senior Representative serves a written notice of acceleration to the Issuer, the Security Agent, the Bonds Agent and any New Debt Creditor(s) (or its/their agent).

"Representatives" means the Super Senior Representative and the Senior Representative.

"Secured Obligations" means all present and future, actual and contingent, liabilities and obligations at any time due, owing or incurred by any Group Company towards the Secured Parties outstanding from time to time under any Senior Finance Documents.

"Secured Parties" means the creditors under the Senior Finance Documents but only if it (or, in the case of a Bondholder, its Representative) is a Party or has acceded to the Intercreditor Agreement in the appropriate capacity pursuant to the terms of the Intercreditor Agreement, the Bonds Agent, the Facility Agent and the Security Agent.

"Security Agent" means (i) the Original Security Agent or (ii) any new agent replacing the Original Security Agent as security agent in accordance with the relevant clause in the Intercreditor Agreement.

"Security Enforcement Objective" means maximising, insofar as is consistent with prompt and expeditious realisation of value from enforcement of the Transaction Security and the Guarantees, the recovery by the Secured Parties, always provided that such enforcement is made in compliance with the fiduciary duties of the Security Agent and the Secured Parties.

"Senior Creditor" means the Bondholders, the Bonds Agent and any New Debt Creditor acceding to the Intercreditor Agreement as a Senior Creditor.

"Senior Debt" means (i) all indebtedness outstanding under the Finance Documents and (ii) any New Debt.

"Senior Finance Documents" means the Finance Documents, the Super Senior WCF Documents, the Hedging Agreements and any New Debt Documents.

"Senior Representative" means, at any time, the representative of:

- (a) those Senior Creditors whose Senior Debt at that time aggregate more than 50.00 per cent. of the total Senior Debt at that time; or
- (b) for as long as any New Debt is larger than the debt outstanding under the Bonds, those Senior Creditors, voting for the relevant decision, whose Senior Debt at that time aggregate more than 50.00 per cent. of the total Senior Debt at that time, calculated based on the Senior Creditors under any Bonds and any New Debt voting as one creditor class with a representative of the majority of such creditor class being the senior representative.

The Bonds Agent shall represent all Bondholders and act on the instructions of and on behalf of the Bondholders unless the New Debt is larger than the debt outstanding under the Bonds in which case the Bonds Agent or another representative selected by the Collective Majority Senior Creditors shall represent all the Senior Creditors and act on the instructions of the Collective Majority Senior Creditors and on behalf of all the Senior Creditors.

"Shareholder Creditor" means any direct or indirect shareholder of the Issuer in its capacity as creditor in respect of Shareholder Debt.

"Shareholder Debt" means all present and future moneys, debts and liabilities due, owing or incurred from time to time by the Issuer to any Shareholder Creditor, including any dividends and any advisory, monitoring or management fee.

"Super Senior Creditors" means the Super Senior WCF Creditors and the Hedge Counterparty.

"Super Senior Credit Participation" means, in relation to a Super Senior WCF Creditor or a Hedge Counterparty, the aggregate of:

- (a) its aggregate commitment under the Super Senior WCF, if any;
- (b) in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement that has, as of the date the calculation is made, been terminated or closed out in accordance with the terms of the Intercreditor Agreement, the amount, if any, payable to it under any Hedging Agreement in respect of that termination or close-out as of the date of termination or close-out (and before taking into account any interest accrued on that amount since the date of termination or close-out) to the extent that amount is unpaid (that amount to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement) and to the extent it is a Hedging Obligation; and
- (c) only if no principal, interest and any other costs or other amounts is outstanding under any Super Senior WCF and no commitments is outstanding under any Super Senior WCF, in respect of any hedging transaction of that Hedge Counterparty under any Hedging Agreement to the extent it constitutes a Hedging Obligation that

has, as of the date the calculation is made, not been terminated or closed out:

- (i) if the relevant Hedging Agreement is based on an ISDA Master Agreement the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be an Early Termination Date (as defined in the relevant ISDA Master Agreement) for which the relevant debtor is the Defaulting Party (as defined in the relevant ISDA Master Agreement); or
- (ii) if the relevant Hedging Agreement is not based on an ISDA Master Agreement, the amount, if any, which would be payable to it under that Hedging Agreement in respect of that hedging transaction, if the date on which the calculation is made was deemed to be the date on which an event similar in meaning and effect (under that Hedging Agreement) to an Early Termination Date (as defined in any ISDA Master Agreement) occurred under that Hedging Agreement for which the relevant debtor is in a position similar in meaning and effect (under that Hedging Agreement) to that of a Defaulting Party (under and as defined in the same ISDA Master Agreement),

that amount, in each case, to be certified by the relevant Hedge Counterparty and as calculated in accordance with the relevant Hedging Agreement.

"Super Senior Debt" means all indebtedness to the Super Senior Creditors outstanding under the Super Senior WCF Documents and the Hedging Agreements.

"Super Senior Representative" means the Facility Agent or another representative acting on the instructions of and on behalf of the Super Senior Creditors whose Super Senior Credit Participations at that time aggregate more than 50.00 per cent. of the total Super Senior Credit Participations at that time.

"Super Senior WCF" means any working capital facility or similar agreement incurred pursuant to the Section titled "Super Senior WCF" or any other working capital facility agreement or similar agreement providing financing for general corporate purposes (including investments) and/or working capital purposes between any Group Company and a Super Senior WCF Creditor replacing a super senior revolving capital facility in accordance with the Section titled "Replacement of Debt".

"Super Senior WCF Creditor" means any person who is or becomes a lender under a Super Senior WCF.

"Super Senior WCF Discharge Date" means the date when all principal, interest and any other costs or outstanding amounts under the Super Senior WCF have been irrevocably discharged in full and all commitments of the Super Senior WCF Creditor under the Super Senior WCF Documents have expired, been cancelled or terminated.

"Super Senior WCF Documents" means (i) the Super Senior WCF, (ii) the Intercreditor Agreement, (iii) the Guarantee and Adherence Agreement and (iv) the Security Documents.

"Terms and Conditions" means the terms and conditions of the Bonds entered into between the Issuer and the Original Bonds Agent.

"Transaction Security" means the Security provided to the Secured Parties under the Security Documents.

"Triggering Event" means the occurrence of an event of default (however described) under any Senior Finance Document.

Ranking and priority:

Each of the parties to the Intercreditor Agreement will agree that the Secured Obligations owed by the ICA Group Companies to the Secured Parties and the other relevant parties shall rank in respect of proceeds in right and priority following an application of an Enforcement Action in the following order:

- (a) first, the Super Senior Debt (*pari passu* between all indebtedness under the Super Senior WCF and the Hedging Obligations);
- (b) secondly, the Senior Debt (*pari passu* between all indebtedness under the Bonds and any New Debt);
- (c) thirdly, any liabilities raised in the form of Intercompany Debt; and
- (d) fourthly, any liabilities raised in the form of Shareholder Debt.

Sharing of Transaction Security and Guarantees with New Debt:

A Group Company may grant Security and Guarantees for New Debt to a New Debt Creditor provided that:

- (a) (i) the New Debt shares in the Transaction Security and the Guarantees, and/or (ii) such Security and guarantees which are not Transaction Security or Guarantees are granted also to the Secured Parties (including the New Debt Creditor), in each case to be shared between the Senior Creditors and the Super Senior Creditors as set forth in the Intercreditor Agreement; and
- (b) the New Debt Creditor shall accede to the Intercreditor Agreement as a Senior Creditor and the New Debt shall rank as Senior Debt pursuant to the terms of the Intercreditor Agreement.

Any Security and guarantee granted shall constitute Transaction Security and any documents regarding such Security or guarantee shall constitute a Security Document or a Guarantee and Adherence Agreement, as the case may be.

Hedging arrangements:

The Intercreditor Agreement will contain customary provisions regarding the hedging arrangements and the rights and obligations of the Hedge Counterparties, including without limitation (i) certain qualification requirements for Hedge Counterparties, (ii) any hedging agreement to be based on the 1992 or 2002 ISDA Master Agreement, (iii) no voting rights and no enforcement rights for Hedge Counterparties and (iv) restrictions on over-hedging relating to interest.

Subordination of Intercompany Debt and restrictions on

Any Intercompany Debt shall be subordinated to the Secured Obligations.

**intercompany debt
subject to Transaction
Security:**

The Intercreditor Agreement shall include provisions for turnover of payments received under any Intercompany Debt in conflict with this ICA Term Sheet which will be set out in the full Intercreditor Agreement.

Repayment of principal and payment of interest on Intercompany Debt shall be allowed for as long as no Triggering Event is continuing.

Payment of interest, but not repayment of principal, on intercompany loans subject to Transaction Security shall be allowed provided that no Triggering Event is continuing.

Notwithstanding the above, payment of principal and interest on Intercompany Debt and intercompany loans subject to Transaction Security shall always be permitted if made for the purpose of servicing Debt to the Secured Parties and such payment is made directly to the Secured Parties (represented by the Security Agent) for repayment of principal or payment of interest on such Debt owed to the Secured Parties.

**Subordination of
Shareholder Debt:**

Any Shareholder Debt shall be subordinated to the Secured Obligations and any repayment of, or payment of interest under, any Shareholder Debt shall be subject to all Secured Obligations having been discharged in full (other than as permitted by the Senior Finance Documents).

The Intercreditor Agreement shall include provisions for turnover of payments received under any Shareholder Debt in conflict with the terms of the Intercreditor Agreement.

The Shareholder Creditors shall, unless the payment is permitted under the Senior Finance Documents, (i) not consent to or receive any repayment of, or payment of interest under, any Shareholder Debt, (ii) not propose or consent to amendment of terms of any Shareholder Debt (unless such amendment are not prejudicial to the Secured Parties) and (iii) ensure that any Shareholder Debt remains fully subordinated to the Secured Obligations.

Payment Block:

Following a Payment Block Event and for as long as such is continuing and until the earlier of (i) the taking of Enforcement Actions in accordance with the Intercreditor Agreement and (ii) a written notice from Super Senior Representative to the Security Agent to the contrary, no payments of principal or interest in respect of the Senior Debt shall be made to the Senior Creditors (notwithstanding any other provisions to the contrary herein). However, interest shall continue to accrue during such period and any overdue amounts shall carry default interest pursuant to the terms of the Terms and Conditions and the New Debt Documents. For the avoidance of doubt, the failure to repay principal or pay interest on a due date shall constitute an event of default (however described) under the Terms and Conditions and the New Debt Documents.

Upon the occurrence of a Payment Block Event, any amounts paid under the Senior Debt (despite the Payment Block) shall be applied in accordance with the Section "Application of Enforcement Proceeds".

**Release of Transaction
Security and Guarantees -
General:**

The Security Agent may at any time, acting in its sole discretion, or if in respect of release and granting of Security upon disposals, acting on instructions of the Super Senior Representative, release the Transaction Security and the Guarantees in accordance with the terms of the Security

Documents, the Guarantee and Adherence Agreement and the Intercreditor Agreement. For the avoidance of doubt any Transaction Security or Guarantee will always be released in such way which does not affect the sharing between the Senior Creditors and the Super Senior Creditors of the remaining Transaction Security and Guarantees and/or the ranking and priority of the Senior Creditors and the Super Senior Creditors as specified by the Intercreditor Agreement.

Super Senior WCF:

The Issuer shall be entitled to enter into a Super Senior WCF for general corporate purposes (including investments) and/or working capital purposes up to the amount of the Super Senior Headroom and provided that the creditor(s) of such Super Senior Debt directly or through an agent or another representative accedes to the Intercreditor Agreement as a Super Senior WCF Creditor such creditor(s) of such Super Senior Debt shall have a right to the Transaction Security as a Super Senior WCF Creditor pursuant to the Intercreditor Agreement and the Security Agent shall hold the Transaction Security on behalf of the new creditors on the same terms, *mutatis mutandis*, as the Transaction Security is held by the Security Agent on behalf of the Secured Parties.

The Security Agent may from time to time, at the request of the Issuer, amend vary and/or restate the Security Documents to give effect to the above.

Replacement of debt:

The Issuer shall from time to time be entitled to (i) replace the Super Senior WCF in full with one or several new revolving debt facilities for general corporate purposes and/or working capital purposes up to the amount of the Super Senior Headroom (the "**Replacement Super Senior Debt**") and/or (ii) replace the Bonds with new bonds or debt facilities (the "**Replacement Senior Debt**"); provided that:

- (a) the Transaction Security shall secure the Replacement Super Senior Debt on the same terms, *mutatis mutandis*, as it secures the previous Super Senior WCF, including the terms of the Intercreditor Agreement;
- (b) the Transaction Security shall secure the Replacement Senior Debt on the same terms, *mutatis mutandis*, as it secures the Bonds including the terms of the Intercreditor Agreement;
- (c) the new creditor(s) shall directly or through an agent or a trustee be a party to the Security Documents;
- (d) the Security Agent shall hold the Transaction Security on behalf of the new creditors on the same terms, *mutatis mutandis*, as the Transaction Security is held by the Security Agent on behalf of the Secured Parties;
- (e) the new creditor(s) of the Replacement Super Senior Debt shall:
 - (i) directly or through an agent or a trustee accede to the Intercreditor Agreement as a Super Senior WCF Creditor; and
 - (ii) have the same right to the Transaction Security and any Guarantees and the proceeds pertaining thereto as the previous Super Senior WCF Creditor; and

- (f) the new creditor(s) of the Replacement Senior Debt shall:
 - (i) directly or through an agent or a trustee accede to the Intercreditor Agreement as a Senior Creditor; and
 - (ii) have the same right to the Transaction Security and any Guarantees and the proceeds pertaining thereto as the previous Senior Creditors.

Provided that the terms set out above are complied with, the Security Agent may from time to time, at the request of the Issuer, amend vary and/or restate the Security Documents and the Guarantee and Adherence Agreement on behalf of itself and the Secured Parties in order to release Transaction Security and/or any Guarantee provided to an existing Secured Party (with the prior consent of such existing Secured Party) and/or to create Transaction Security and/or Guarantees in favour of a new creditor(s).

Following any replacement of debt in accordance with this paragraph any reference to Bonds and any reference to related finance documents (including the Finance Documents) shall instead refer to the debt incurred under the Replacement Senior Debt and related finance documents.

Super Senior Headroom: The principal amount under the Super Senior WCF (excluding, for the avoidance of doubt, any hedging liabilities related thereto) shall not exceed an amount equal to to 15 per cent. of the outstanding Nominal Amount, plus premium, accrued and unpaid interest, fees and costs.

Limitation on Secured Obligations: All Transaction Security, Guarantees and subordination shall be subject to applicable customary limitation language.

Appointment of Security Agent and power of attorney: The Secured Parties will appoint and authorise the Security Agent to hold and to act as its agent with respect to the Security Documents, to the extent permitted by applicable law.

Any change of Security Agent shall require the consent of the Bonds Agent, the Super Senior Creditors and any New Debt Creditor. The Bonds Agent shall be authorised (in its sole discretion) to grant such consent without any approval or consent from the Bondholders.

New Security: Any new Security created (and guarantees and indemnities granted) in respect of any Secured Obligation shall be extended to and shared between the Secured Parties on a *pro rata* basis and in accordance with the ranking and priority set forth above.

Enforcement: The Intercreditor Agreement will contain provisions regulating the Secured Parties' respective rights to take Enforcement Actions and to vote and instruct the Security Agent to enforce the Transaction Security, according to the following principles:

(a) Enforcement Actions and Enforcement Instructions

- (i) Other than as expressly permitted by the terms of the Intercreditor Agreement, no Secured Party may independently accelerate, seek payment and exercise other rights and powers

to take Enforcement Actions under the Senior Finance Documents.

- (ii) The Security Agent may refrain from enforcing the Transaction Security and/or Guarantees or take other Enforcement Actions unless instructed otherwise by the Instructing Party in accordance with paragraph (b) below but always subject to paragraph (a)(iv) below.
- (iii) Subject to the Transaction Security or the Guarantees having become enforceable in accordance with its terms and subject to paragraph (b) below, the Representatives may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as they see fit, provided that the instructions are consistent with the Security Enforcement Objective.
- (iv) Notwithstanding anything to the contrary in paragraphs (a) and (b), the Senior Representative may only give an Enforcement Instruction if the proceeds to be received from the proposed Enforcement Actions is expected to amount to or exceed the amount of the Super Senior Debt.
- (v) The Security Agent is entitled to rely on and comply with instructions given in accordance with this paragraph (a).
- (vi) In relation to any Hedging Obligation only, the Security Agent may not designate an Early Termination Date (as defined in the relevant Hedging Agreement) under any Hedging Agreement, or terminate, or close out any transaction under, any Hedging Agreements, prior to its stated maturity, or demand payment of any amount which would become payable on or following an Early Termination Date (as defined in the relevant Hedging Agreement) or any such termination or close-out, unless voluntary or in accordance with a partial termination not prohibited by the Senior Finance Documents and not related to any default.

(b) Consultation

- (i) If either the Super Senior Representative or the Senior Representative wishes to issue Enforcement Instructions in accordance with paragraph (a)(iii) above, such Representative shall deliver a copy of those proposed Enforcement Instructions (an "**Enforcement Proposal**") to the Security Agent and the Security Agent shall promptly forward such Enforcement Proposal to the other Representative.
- (ii) Subject to paragraph (b)(iii) below, if the Security Agent has received Conflicting Enforcement Instructions, the Security Agent shall promptly notify the Representatives and the Representatives will consult with each other and the Security Agent (as the case may be) in good faith for a period of not more than thirty (30) days (or such shorter period as the

Representatives may agree) (the "**Consultation Period**") from the earlier of (A) the date of the latest of such Conflicting Enforcement Instructions and (B) the date falling ten (10) Business Days after the date on which the first Enforcement Instruction was delivered in accordance with paragraph (b)(i) above, with a view to agreeing instructions as to enforcement.

- (iii) The Representatives shall not be obliged to consult (or, in the case of (B) below, shall be obliged to consult for such shorter period as the Instructing Party may determine) in accordance with paragraph (b)(ii) above if:
 - (A) the Transaction Security and/or the Guarantees have become enforceable as a result of an Insolvency Event; or
 - (B) each of the Super Senior Representative and the Senior Representative agree that no Consultation Period is required.
- (iv) Following the Consultation Period there shall be no further obligation to consult and the Security Agent shall, provided that no joint Enforcement Instructions has been agreed during the Consultation Period, act in accordance with the Enforcement Instructions then received from the Instructing Party and the Instructing Party may issue instructions as to enforcement to the Security Agent at any time thereafter.
- (v) If (A) no Enforcement Action has been taken by the Security Agent within three (3) months from the end of the Consultation Period, or (B) the Super Senior WCF Discharge Date has not occurred within six (6) months from the end of the Consultation Period, then the Super Senior Representative shall become the Instructing Party and be entitled to give Enforcement Instructions.
- (vi) If a Secured Party (acting reasonably) considers that the Security Agent is enforcing the Security in a manner which is not consistent with the Security Enforcement Objective, such Secured Party shall give notice to the other Secured Parties after which the Representatives and the Security Agent shall consult, prior to taking any further enforcement action, for a period of twenty (20) days (or such lesser period that the Secured Parties may agree) with a view to agreeing on the manner of enforcement.
- (vii) Notwithstanding the foregoing, following an Insolvency Event in respect of a Group Company, the Facility Agent may take the same Enforcement Action as the Bondholder Agent and/or the Bondholders in respect of that Group Company in order to prove its debt in such insolvency.

(c) Miscellaneous

- (i) Upon Enforcement Actions in respect of the Transaction Security, the proceeds shall be distributed in accordance with the section "Application of Enforcement Proceeds" set out below.
- (ii) Any Enforcement Action required to be taken by the Representative in accordance with agreed Enforcement Instructions pursuant to (b) above, shall be taken by such Representative at the request of the Security Agent.
- (iii) All Security and/or Guarantees or arrangement having similar effects may be released by the Security Agent, without the need for any further referral to or authority from anyone, upon any Enforcement Action provided that the proceeds are distributed in accordance with the provisions set out in the Intercreditor Agreement.
- (iv) Funds that the Security Agent receives (directly or indirectly) in connection with an Enforcement Action in respect of the Transaction Security shall constitute escrow funds (Sw. redovisningsmedel) and must be held on a separate account on behalf of the Secured Parties or the Issuer as the case may be. The Security Agent shall promptly arrange for payments to be made in accordance with the application of proceeds set forth in the Intercreditor Agreement.
- (v) Nothing herein shall preclude the rights of the Super Senior WCF Creditors or the Bonds Agent to join or intervene in or otherwise support any proceedings arising from insolvency proceedings or do such other things as may be necessary to maintain a claim or Security, always as long as such action does not adversely affect the rights of the other Secured Creditors or the Security Agent and is not inconsistent with its obligations contained in the Intercreditor Agreement and each of the Facility Agent and the Bonds Agent shall give prompt notice to the other of any action taken by it to join, intervene or otherwise support any such proceedings.
- (vi) For avoidance of doubt, customary provisions regarding permitted (or required) actions once an Insolvency Event has occurred to be included in the Intercreditor Agreement.

Voting provisions for Senior Creditors:

The Intercreditor Agreement will contain voting provisions for the Senior Creditors and appointment of representative for the Senior Creditors to be applied when the New Debt is larger than the debt outstanding under the Bonds, according to the following:

- (a) If, and for as long as, the New Debt is larger than the debt outstanding under the Bonds, the Bonds Agent and any representative of any New Debt Creditors shall conduct the respective voting procedures under the respective debt instruments and any representative of any New Debt Creditors shall share its result from such procedure with the Bonds Agent. The Bonds Agent shall, based on such results, determine the decision of

the Collective Majority Senior Creditors and act as the Senior Representative if not replaced with another representative appointed by the Collective Majority Senior Creditors.

- (b) If, and for as long as, the New Debt is larger than the Bonds, each of the Senior Creditors hereby irrevocably appoints the Bonds Agent to act as Senior Representative. The Collective Majority Senior Creditors may, if requested by more than 10.00 per cent. of the Collective Majority Senior Creditors, replace the Bonds Agent as Senior Representative with a new representative. Such resolution shall be taken with a more than 50.00 per cent. majority requirement of all Senior Debt and a quorum of at least 20.00 per cent. of all Senior Debt. The Bonds Agent and the representatives of any New Debt shall conduct the respective voting procedures under the respective debt instruments and any representative of any New Debt Creditors shall share its result from such procedure with the Bonds Agent.

**Application of
Enforcement Proceeds:**

The proceeds of any Enforcement Action shall be paid to the Security Agent for application in the following order:

- (a) firstly, in or towards payment *pro rata* of unpaid fees, costs, expenses and indemnities payable by the Group Companies to the Security Agent (or its delegate);
- (b) secondly, in or towards payment *pro rata* of unpaid fees, costs, expenses and indemnities payable by the Issuer to the Issuing Agent, the Facility Agent, the Bonds Agent and any agent representing creditors of any New Debt;
- (c) thirdly, towards payment *pro rata* of accrued interest unpaid under the Super Senior WCF Documents;
- (d) fourthly, towards payment *pro rata* of principal under the Super Senior WCF and any other costs or outstanding amounts under the Super Senior WCF Documents, and any close out amount and any other outstanding amounts under the Hedging Obligations;
- (e) fifthly, towards payment *pro rata* of accrued interest unpaid under the Senior Debt (interest due on an earlier Interest Payment Date to be paid before any interest due on a later Interest Payment Date);
- (f) sixthly, towards payment *pro rata* of principal under the Senior Debt;
- (g) seventhly, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under the Finance Documents and any New Debt Documents;
- (h) eighthly, after the Final Discharge Date, towards payment *pro rata* of accrued interest unpaid and principal under the Intercompany Debt;
- (i) ninthly, after the Final Discharge Date, towards payment *pro rata* of accrued interest unpaid and principal under the Shareholder Debt; and

- (j) tenthsly, after the Final Discharge Date, in payment of the surplus (if any) to the relevant ICA Group Company or other person entitled to it.

Turnover:

The Intercreditor Agreement shall include provisions for turnover of funds in the event of any creditor receiving payment in conflict with this ICA Term Sheet which will be set out in the full Intercreditor Agreement, after action has been initiated to enforce the Transaction Security, any Guarantees or other Enforcement Action. The payment waterfall provisions shall apply regardless of any Transaction Security or Guarantees not being (for whatever reason) valid or enforceable in respect of the relevant Secured Party. Any funds payable to the Security Agent under the turnover provisions that have not been paid to the Security Agent shall be considered in the waterfall provisions.

Exercise of voting rights:

- (a) Each Secured Party agrees with the Security Agent that it will cast its vote in any proposal put to the vote by or under the supervision of any judicial or supervisory authority in respect of any insolvency, pre-insolvency or rehabilitation or similar proceedings relating to any Group Company as instructed by the Security Agent.
- (b) The Security Agent shall give instructions for the purposes of paragraph (a) above as directed by the Instructing Party.

Modifications:

Each Secured Party may amend or waive the terms of the finance documents for the Secured Obligations owed to such Secured Party (other than the Intercreditor Agreement or any Security Document) in accordance with their terms at any time.

No amendment or waiver may be made or given that has the effect of changing or which relates to an amendment to any material term of the Intercreditor Agreement (including to the order of priority or subordination under the Intercreditor Agreement) without the prior written consent of the Bonds Agent, the Senior Representative, the Super Senior Representative and the Security Agent.

The prior consent of the Secured Parties is required to authorise any amendment or waiver of, or consent under, any Transaction Security which would affect the nature or scope of the Security assets or the manner in which the proceeds of an Enforcement Action in respect of the Transaction Security are distributed.

Miscellaneous:

The Bonds Agent and the Facility Agent shall have a duty to inform the other creditor classes of any default which is continuing, event of default or acceleration. The ICA Group Companies shall use all reasonable endeavours to facilitate any necessary establishment of new Security or change of the Transaction Security pursuant to the Intercreditor Agreement.

Governing law:

The Intercreditor Agreement shall be governed by Swedish law.

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