



Ferratum Capital Germany GmbH

(incorporated with limited liability under the laws of the Federal Republic of Germany,
having its corporate domicile in Berlin, Federal Republic of Germany)

EUR 25,000,000 8.00 per cent Notes due 2018

guaranteed by

JT Family Holding Oy

(a private limited liability company incorporated under the laws of Finland,
having its corporate domicile in Helsinki, Finland)

Issue Price: 100 per cent

Ferratum Capital Germany GmbH (the "**Issuer**" or "**Ferratum GmbH**") will issue on 21 October 2013 (the "**Issue Date**") EUR 25,000,000 8.00 per cent Notes due 2018 (the "**Notes**") under the unconditional and irrevocable guarantee (the "**Guarantee**") of JT Family Holding Oy (the "**Guarantor**" or "**JT Holding**"). The Notes will be redeemed at par on 21 October 2018 (the "**Maturity Date**"). The Notes will bear interest from and including 21 October 2013 to, but excluding, the Maturity Date at a rate of 8.00 per cent *per annum*, payable annually in arrear on 21 October in each year, commencing on 21 October 2014.

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 5.3 of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November, 2003 as amended from time to time (the "**Prospectus Directive**"). The purpose of this Prospectus is to enable the Issuer or other persons entitled to use the Prospectus to publicly offer the Notes in the Luxembourg and the jurisdictions in which the Prospectus has been notified. This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange (www.bourse.lu). This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* of the Grand Duchy of Luxembourg (the "**CSSF**") in its capacity as competent authority under the Luxembourg law relating to prospectuses for securities, as amended (*Loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières* – the "**Prospectus Law**"), which implements the Prospectus Directive into Luxembourg law. The Issuer has requested the CSSF to provide the competent authority in the Federal Republic of Germany ("**Germany**") and may request to provide competent authorities in additional host Member States within the European Economic Area with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Law (the "**Notification**").

Application has been made for the Notes to be listed on the Entry Standard of the Frankfurt Stock Exchange, which is not a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments, as amended.

The Notes have been rated BBB- by Creditreform Rating AG. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

The Notes are issued in bearer form with a denomination of EUR 1,000 each.

The Notes have been assigned the following securities codes: ISIN DE000A1X3VZ3, WKN A1X3VZ.

CONTENTS

SUMMARY	2
ZUSAMMENFASSUNG	15
RISK FACTORS	28
RESPONSIBILITY STATEMENT	35
CONSENT TO USE THE PROSPECTUS	36
NOTICE	36
USE OF PROCEEDS	38
INFORMATION ON THE GUARANTOR	39
INFORMATION ON THE ISSUER	49
TERMS AND CONDITIONS	52
DESCRIPTION OF RULES REGARDING RESOLUTIONS OF NOTEHOLDERS	71
TAXATION	73
SUBSCRIPTION, SALE AND OFFER OF THE NOTES	78
GENERAL INFORMATION / INCORPORATION BY REFERENCE	81

SUMMARY

Summaries are made up of disclosure requirements known as ‘Elements’. These elements are numbered in Sections A – E (A.1 – E.7).

This Summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of ‘not applicable’.

Section A – Introduction and warnings

Element		
A.1	Warnings	<p>Warning that:</p> <ul style="list-style-type: none"> • this Summary should be read as an introduction to the Prospectus; • any decision to invest in the Notes should be based on consideration of the Prospectus as a whole by the investor; • 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; and • civil liability attaches only to the Issuer which have tabled 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 the Notes.
A.2	Consent to use Prospectus	<p>ICF Kursmakler AG and each financial intermediary subsequently reselling or finally placing the Notes is entitled to use the Prospectus for the subsequent resale or final placement of the Notes during the offer period for the subsequent resale or final placement of the Notes from 4 October 2013 to 17 October 2013, provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (<i>Loi relative aux prospectus pour valeurs mobilières</i>) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010).</p> <p>When using the Prospectus, ICF Kursmakler AG and each financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.</p> <p>In the event of an offer being made by ICF Kursmakler AG or a financial intermediary, ICF Kursmakler AG or such financial intermediary shall provide information to investors on the terms and conditions of the offer at the time of that offer.</p>

Section B – Information on Ferratum Capital Germany GmbH as Issuer

Element		
B.1	Legal and commercial name of the Issuer	Legal and commercial name of the Issuer is: Ferratum Capital Germany GmbH (the " Issuer ")
B.2	Domicile, legal form, legislation, country of incorporation	The Issuer is incorporated in Germany as limited liability company (<i>Gesellschaft mit beschränkter Haftung</i>), organised and operating under the laws of the Federal Republic of Germany. Its domicile is Berlin, Germany.
B.4b	Trends	Not applicable; there are no trends known to the Issuer affecting the Issuer's business.
B.5	Description of the Group and the issuer's position within the Group	The Issuer is part of JT Family Holding Oy which consists of numerous subsidiaries and affiliates in various jurisdictions. The Issuer is a wholly owned subsidiary of the Guarantor.
B.9	Profit forecast or estimate	Not applicable; no profit forecast or estimate is made.
B.10	Qualifications in the audit report on the historical financial information	Not applicable; PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft issued an unqualified audit report on the opening balance sheet of the Issuer.
B.12	Selected historical key financial information	
	Selected Financial Information (audited)	16 September 2013 in EUR
	Bank balances	24,834.31
	Total Assets	24,834.31
	Capital subscribed for the purpose of founding the Issuer	25,000
	Total Equity and Liabilities	24,834.31
	A statement that there has been no material adverse change in the prospects of the issuer since the date of its last published audited financial statements or a description of any material adverse change.	There has been no material adverse change in the prospects of Ferratum Capital Germany GmbH since the date of its incorporation.
	A description of significant changes in the financial or trading position subse-	Not applicable; there has been no significant change in the financial or trading position of Ferratum Capital Germany GmbH since the date of its incorporation.

	quent to the period covered by the historical financial information.	
B.13	Recent Events	Not applicable; there are no recent events that are to a material extent relevant to the evaluation of the Issuer's solvency.
B.14	Please see Element B.5.	
	Dependence upon other entities within the group	Ferratum Capital Germany GmbH is a wholly-owned subsidiary of JT Family Holding Oy. It is dependent upon its owner JT Family Holding Oy.
B.15	A description of the issuer's principal activities.	The Issuer's business activity is the raising of debt capital through the issuance of bearer bonds and the granting of loans to other entities within the Ferratum Group.
B.16	Controlling Persons	Ferratum Capital Germany GmbH is a wholly-owned subsidiary of JT Family Holding Oy. Hence, JT Family Holding Oy directly controls the Issuer.
B.17	Credit ratings assigned to the issuer or its debt securities	The Notes have been rated BBB- by Creditreform Rating AG. ¹

¹ Creditreform Rating AG is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "**CRA Regulation**"). The European Securities and Markets Authority publishes on its website (www.esma.europa.eu/page/List-registered-and-certified-CRAs) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

Section B – Information on JT Family Holding Oy as Guarantor

Element		
B.1	Legal and commercial name of the Guarantor	Legal and commercial name of the Guarantor is JT Family Holding Oy (the " Guarantor " and, together with its subsidiaries, the " Group ").
B.2	Domicile, legal form, legislation, country of incorporation	JT Family Holding Oy is a Finnish private limited liability company (<i>Osaakeyhtiö</i>) incorporated under the laws of Finland and domiciled at Helsinki, Finland.
B.4b	Trends	Not applicable; there are no trends known to the Guarantor affecting the Guarantor's business.
B.5	Description of the Group and the guarantor's position within the Group	JT Family Holding Oy is the ultimate parent company of the Ferratum Group companies. The Group currently consists of 34 subsidiaries of JT Holding Oy in various jurisdictions.
B.9	Profit forecast or estimate	Not applicable; no profit forecast or estimate is made.
B.10	Qualifications in the audit report on the historical financial information	Not applicable; Pricewaterhouse Coopers Oy, Authorised Public Accountants issued unqualified auditor's reports on the consolidated financial statements of JT Family Holding Oy and its subsidiaries for the fiscal years ended on 31 December 2012 and 2011.

B.12	Selected historical key financial information				
		1 January 2013 – 30 June 2013 (unaudited)	1 January 2012 – 30 June 2012 (unaudited)	1 January 2012 – 31 December 2012 (audited)	1 January 2011 – 31 December 2011 (audited)
		in EUR			
	Revenue	26,219,478.84	23,035,186.53	47,156,956.53	33,704,405.82
	Operating profit	3,582,804.17	4,028,316.95	6,788,462.88	3,529,637.22
	Profit after extraordinary items	2,186,672.10	2,870,742.23	5,392,259.28	1,930,780.67
	Net cash flows from operating activities	3,633,651.72	3,637,906.92	13,337,603.09	5,301,614.29
	Net cash flow from investing activities	-7,217,040.83	-8,944,071.69	-18,516,585.86	-14,490,787.48
	Net cash flows from financing activities	5,813,348.75	2,602,989.44	2,409,499.56	13,091,798.59
	Change in net cash flow	2,229,959.64	-2,703,175.33	-2,769,483	3,902,625.40
	Total assets	46,782,307.24	37,301,007.99	41,470,711.37	31,926,299.22
	Non-current liabilities	21,810,450.10	20,573,170.73	20,941,366.76	17,548,190.68
	Current liabilities	10,405,510.86	5,019,485.79	6,794,631.10	7,534,475.66
	Equity	14,238,867.59	11,468,350.99	13,404,544.40	6,667,769.52
	A statement that there has been no material adverse change in the prospects of the guarantor since the date of its last published audited financial statements or a description of any material adverse change.	There has been no material adverse change in the prospects of JT Family Holding Oy since 31 December 2012.			
	A description of significant changes in the financial or trading position subsequent to the period covered by the historical financial in-	Not applicable; there has been no significant change in the financial or trading position of JT Family Holding Oy since 30 June 2013.			

	formation.	
B.13	Recent Events	Starting from Q1 2013 the Guarantor has decided to change its current business model in certain countries in Europe. Instead of granting customer loans through domestic subsidiaries in each jurisdiction, the Guarantor will start providing its services on a cross-border basis utilizing Ferratum Bank Ltd located in Malta. Ferratum Bank Ltd. will passport its banking licence to several EU Member States for this purpose.
B.14	Please see Element B.5.	
	Dependence upon other entities within the group	Not applicable; the Guarantor is the parent company to all the Group companies and thus is not dependent on other group companies.
B.15	A description of the guarantor's principal activities.	The Guarantor is one of the leading European providers of unsecured mobile consumer loans up to a maximum loan amount of EUR 2,000 (micro-loans) disbursed either via a highly-developed mobile phone solution or the internet. The Guarantor's aims to satisfy the short-term financial needs of private individuals via mobile and internet technologies.
B.16	Controlling Persons	The guarantor is directly controlled by Finnish private person, Mr. Jorma Jokela who holds approximately 83 per cent. of the shares in the Guarantor. Mr. Jokela exercises his control through his majority shareholding and his position as CEO of the Guarantor.
B.17	Credit ratings assigned to the guarantor or its debt securities	Not applicable, neither the Guarantor nor its debt securities have been rated.
B.18	Nature and scope of Guarantee	JT Family Holding Oy guarantees unconditionally and irrevocably the due payment of interest and principal and additional amounts, if any, for the Notes.
B.19	Summary Information relating to the guarantor	Please see section B above.

Section C – Securities

Element		
C.1	Type and class of the securities, including any security identification number.	<p>Class The Notes are unsubordinated and unsecured.</p> <p>Type The Notes are issued as bearer securities.</p> <p>Security Identification Number(s) ISIN: DE000A1X3VZ3 WKN: A1X3VZ</p>
C.2	Currency of the securities issue.	The Notes are issued in Euro.
C.5	Restrictions on the free transferability of the securities.	Not applicable. The Notes are freely transferable.
C.8	Rights attached to the Notes, ranking of the Notes and limitations to the rights attached to the Notes	<p>Rights attached to the Notes Each holder of the Notes has the right <i>vis-à-vis</i> the Issuer to claim payment of principal and interest when such payments are due in accordance with the Terms and Conditions of the Notes.</p> <p>Ranking of the Notes The Notes constitute unsecured and unsubordinated obligations of the Issuer ranking <i>pari passu</i> among themselves and <i>pari passu</i> with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.</p> <p>Redemption Unless previously redeemed, or purchased and cancelled, each Note will be redeemed at its Redemption Amount on the Maturity Date.</p> <p>Redemption for Taxation Reasons Early redemption will only be permitted if the Issuer has or will become obliged to pay certain additional amounts in respect of the Notes as a result of any change in the tax laws of Germany.</p> <p>Negative Pledge The Terms and Conditions of the Notes contain a negative pledge provision.</p> <p>Events of Default The Terms and Conditions of the Notes provide for events of default entitling Holders to demand immediate redemption of the Notes.</p> <p>Cross Default The Terms and Conditions of the Notes provide for cross default provisions.</p> <p>Change of Control The Terms and Conditions provide for a change of control clause.</p> <p>Resolutions of holders The Notes provide for resolutions of holders.</p>

		<p>Governing Law</p> <p>The Notes are governed by German law.</p> <p>Limitations to rights attached to the Notes</p> <p>The prescription period (<i>Vorlegungsfrist</i>) is shortened to (i) ten years with respect to payments of principal and (ii) five years with respect to payments of interest.</p>
C.9	Please see Element C.8	
	<p>Interest / Interest Commencement Date / Maturity Date / Yield/ Representative of Holder</p>	<p>Interest /Interest Commencement Date</p> <p>The Notes bear interest from 21 October 2013 at a fixed rate of 8.00 per cent. <i>per annum</i> payable in arrear on 21 October of each year.</p> <p>Maturity Date</p> <p>Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed on 21 October 2018.</p> <p>Yield</p> <p>The yield equals 8.00 per cent. <i>per annum</i>. The yield of the Notes will be calculated by the Issuer.</p> <p>Representative of Holder</p> <p>Not applicable, no representative of the Holders has been appointed in the Terms and Conditions.</p>
C.10	Please see Element C.9	
	<p>Derivative Component in the Interest Payment</p>	Not Applicable, there is no derivative component in the interest payment.
C.11	<p>Admission to trading on a regulated market</p>	Not Applicable, application has been made to admit the Notes on the Entry Standard of the Frankfurt Stock Exchange.

Section D - Risks

Element		
D.2	Key information on the key risks that are specific to the issuer.	The Issuer acts at present to facilitate the financing of the Ferratum Group. Its main assets will be loans granted to other members of the Group. The Issuer's continued operations depend on the ability of such Group entities to meet their payment obligations under these loans.
D.3	Key information on the key risks that are specific to the securities.	<p>Economic Risk</p> <p>Difficulties in access to capital due to economic difficulties may result in a decreased ability to arrange as many micro-loans as implied by market demand. This may cause the Group to lose its market share and thus have a material adverse effect on its business.</p> <p>Fraud Risk</p> <p>The Guarantor is exposed to fraud risk due to possible intentional misconduct from its customers and potential customers, whereby identity theft is the most common fraud risk concern. Losses deriving from fraud would require to create additional reserves.</p> <p>Risk of lack in liquidity</p> <p>Deterioration of bad debt ratio and deterioration of cash may have material adverse effect on the Group's business.</p> <p>Risk of limited access to capital</p> <p>The Guarantor's business and expansion depends on supply with external funding. A limited availability of capital is likely to have material adverse effect on the Group's business.</p> <p>Credit loss risk</p> <p>The Group is party to bilateral micro-loan agreements and therefore exposed to its customers' creditworthiness and associated risks. A poor financial standing of the Group's customers may adversely influence the financial and economic condition of the Group.</p> <p>Risk of unsuccessful strategy implementation</p> <p>The implementation of the Group's strategy, especially expansion and product portfolio diversification, depend on many factors. Therefore a failure or delay of the implementation may occur and is likely to have a material adverse effect in the Group's business.</p> <p>Cluster risk / lack of diversification</p> <p>If the Guarantor fails to diversify its micro-loan portfolio by nationality and social status of its customers, then it may have a material adverse effect on its business.</p> <p>Regulatory risk concerning Group business and strategy</p> <p>Operating in and expanding into different jurisdictions with different statutory requirements brings along many legal risks. Failure to comply with legal requirements may have a material adverse effect and could further harm the Guarantor's reputation.</p>

		<p>EU Consumer Credit Directive</p> <p>Adopting further changes to the statutory requirements due to the EU Consumer Credit Directive may be necessary. This may have a negative impact on the financial position and may lead to an adjustment of the business model. Additionally the compliance with statutory requirements could be questioned.</p> <p>Compliance with consumer protections laws and other regulations</p> <p>The Guarantor is exposed to the risk to be held liable for violations of consumer protection or other laws by local courts despite the fact it thoroughly evaluates the legal environment of the countries it operates in and adopts its business to such requirements.</p> <p>Risks connected with license and agreements required for running micro-loans business</p> <p>A risk of delay in obtaining required licenses may lead to delays in business opening.</p> <p>Risk connected to changes in national law in countries of business operations of Group</p> <p>A failure by local subsidiaries to timely adjust the operations to changes to local legislation may have a material adverse effect on the Group's business.</p> <p>Risk of regulatory proceedings</p> <p>In case of suspicions by local authorities regarding the business activities of the Group's local subsidiaries, the local authority may suspend the business of the respective Group subsidiary to further investigate. Undergoing such procedure may have a material adverse effect on the Group's business.</p> <p>Reputation risk</p> <p>A negative perception of the behaviour of single employees, subsidiaries of the Group, the Group as such or the entire industry it operates in may lead to a severe damage to the Guarantor's standing and thus have a material adverse effect on the Group's business.</p> <p>Competition risk</p> <p>The Guarantor faces increasing competition in all countries of its operation, which may have a material adverse effect on the Group's business.</p> <p>Risks relating to rapid growth and internationalization</p> <p>The Guarantor, due to its level of growth and future global presence, is exposed to certain risks related to structuring and managing a global company. Realisation of these risks may have a material adverse effect on the group's business.</p> <p>Interest rate risk</p> <p>Changes of interest rates and parameters of financial markets have affected and will continue to affect the Group. Changes of interest rates depend upon many factors, some of which are beyond the Group's control. There can be no assurance that the Group will not be affected by interest rate changes in the future which may have a material adverse effect on its business.</p> <p>Exchange rate risk</p> <p>The Group's business is exposed to fluctuations of exchange rates, which are caused by events that are beyond the Group's control. These fluctuations may have a mate-</p>
--	--	---

		<p>rial adverse effect in the Group's business.</p> <p>IT risks</p> <p>A deterioration of the Group's IT systems and software or a failure to protect its data against cyber-attack may have a material adverse effect in the Group's business.</p> <p>Human resources risk</p> <p>If the rate of increase in personnel expenses is particularly high, JT Holding may not be able to raise productivity enough to compensate for the higher costs. Additionally, the Guarantor may be unable to attract and retain suitable personnel in future and thus may not be able to pursue its business operations as planned.</p> <p>Notes may not be a suitable investment for all investors</p> <p>The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances.</p> <p>Liquidity Risk</p> <p>There can be no assurance that a liquid secondary market for the Notes will develop or, if it does develop, that it will continue. In an illiquid market, an investor might not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.</p> <p>Risk of early redemption</p> <p>If the Notes are redeemed prior to maturity due to the occurrence of an event set out in the Conditions of the Notes, the holder of such Notes might suffer a lower than expected yield and might not be able to reinvest the funds on the same terms.</p> <p>Market Price Risk</p> <p>The holder of Notes is exposed to the risk of an unfavourable development of market prices of his Notes which materializes if such holder sells the Notes prior to the final maturity of such Notes.</p> <p>Creditworthiness of the Guarantor</p> <p>The market price of the Notes may decrease, should the creditworthiness of the Guarantor decrease.</p> <p>Amendments to the Terms and Conditions by resolution of the Holders; Joint Representative</p> <p>A Holder is subject to the risk of being outvoted and to lose rights against the Issuer in the case that other Holders agree pursuant to the Terms and Conditions of the Notes to amendments of the Terms and Conditions of the Notes by majority vote according to the German Act on Issues of Debt Securities (<i>Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"</i>). In the case of an appointment of a noteholders' representative for all Holders a particular Holder may lose, in whole or in part, the possibility to enforce and claim his rights against the Issuer regardless of other Holders.</p> <p>Currency Risk</p> <p>The holder of a Note denominated in a foreign currency is exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. In addition, governments and competent authorities could impose currency exchange</p>
--	--	---

		<p>controls in the future.</p> <p>Fixed Rate Notes</p> <p>The holder of a fixed rate note ("Fixed Rate Note") is exposed to the risk that the price of such Fixed Rate Note falls as a result of changes in the market interest rate.</p>
--	--	---

Section E – Offer

Element		
E.2b	Reasons for the offer and use of proceeds	Reason for the offer is raising of debt financing. The net proceeds derived from the offer of the Notes shall be used to finance further growth of the Guarantor.
E.3	Terms and conditions of the offer.	The Notes will be publicly offered during an offer period commencing on 4 October 2013 and ending on 17 October 2013 at an issue price of 100 per cent (the " Issue Price ") in Germany and Luxembourg. The minimum denomination of the Notes is EUR 1,000. The offer of the Notes is not subject to any conditions. Orders may be placed with ICF Kursmakler AG or other financial intermediaries and via the online subscription tool of Deutsche Börse Xetra (<i>Xetra Zeichnungsfunktionalität</i>). Investors will be informed about their allocation via customary information systems. Delivery of allocated Notes will be affected via book-entry against payment of the Issue Price.
E.4	A description of any interest that is material to the issue/offer including conflicting interests.	Not applicable; as far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.
E.7	Estimated expenses charged to the investor by the issuer or the offeror.	Not applicable; the Issuer will not charge any expenses or taxes. Each investor has however to inform itself about taxes or expenses it may be subject to, e.g. deposit fees.

ZUSAMMENFASSUNG

GERMAN TRANSLATION OF THE SUMMARY

Zusammenfassungen sind zusammengesetzt aus Offenlegungspflichten, die als "Punkte" bekannt sind. Diese Punkte sind in die Abschnitte A – E (A.1 – E.7) nummeriert.

Diese Zusammenfassung (die "**Zusammenfassung**") enthält alle Punkte, die in eine Zusammenfassung für diese Art von Schuldverschreibungen und die Emittenten aufzunehmen sind. Da einige Punkte nicht zu berücksichtigen sind, kann die Nummerierung Lücken aufweisen.

Auch wenn ein Punkt wegen der Art der Schuldverschreibungen und der Emittenten in die Zusammenfassung aufgenommen werden muss, ist es möglich, dass bezüglich dieses Punktes keine relevante Information gegeben werden kann. In einem solchen Fall ist in der Zusammenfassung eine kurze Beschreibung des Punktes unter Bezeichnung als "entfällt" enthalten.

Abschnitt A – Einleitung und Warnhinweise

Punkt		
A.1	Warnhinweise	<p>Warnhinweise, dass:</p> <ul style="list-style-type: none"> • die Zusammenfassung als Einleitung zum Prospekt verstanden werden sollte; • sich der Anleger bei jeder Entscheidung in die Schuldverschreibungen zu investieren, auf den Prospekt als Ganzen stützen sollte; • ein Anleger, der wegen der in dem Prospekt enthaltenen Angaben Klage einreichen will, nach den nationalen Rechtsvorschriften seines Mitgliedstaats möglicherweise für die Übersetzung des Prospekts aufkommen muss, bevor das Verfahren eingeleitet werden kann; und • zivilrechtlich nur die Emittentinnen haften, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt und übermittelt haben, und dies auch nur für den Fall, dass die Zusammenfassung verglichen mit den anderen Teilen des Prospekts irreführend, unrichtig oder inkohärent ist oder verglichen mit den anderen Teilen des Prospekts wesentliche Angaben, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen, vermissen lassen.
A.2	Zustimmung zur Benutzung des Prospekts	<p>ICF Kursmakler AG und jeder Finanzintermediär, der die emittierten Schuldverschreibungen nachfolgend weiter verkauft oder endgültig platziert, ist berechtigt, den Prospekt für den späteren Weiterverkauf oder die endgültige Platzierung der Schuldverschreibungen während der Angebotsperiode für den späteren Weiterverkauf oder die endgültige Platzierung vom 4. Oktober 2013 bis 17. Oktober 2013 zu verwenden, vorausgesetzt jedoch, dass der Prospekt in Übereinstimmung mit Artikel 11 des Luxemburger Wertpapierprospektgesetzes (<i>Loi relative aux prospectus pour valeurs mobilières</i>), welches die Richtlinie 2003/71/EG des Europäischen Parlaments und des Rates vom 4. November 2003 (geändert durch Richtlinie 2010/73/EU des Europäischen Parlaments und des Rates vom 24. November 2010) umsetzt, noch gültig ist.</p> <p>Bei der Nutzung des Prospektes hat ICF Kursmakler AG und jeder weiterer Finanzintermediär sicherzustellen, dass er alle anwendbaren, in den jeweiligen Jurisdiktionen geltenden Gesetze und Rechtsvorschriften beachtet.</p> <p>Für den Fall, dass ICF Kursmakler AG und/oder ein weiterer Finanzintermediär ein Angebot macht, informiert ICF Kursmakler AG oder dieser Finanzintermediär die Anleger zum Zeitpunkt der Angebotsvorlage über die Bedingungen des Angebots.</p>

Abschnitt B – Ferratum Capital Germany GmbH als Emittentin

Punkt		
B.1	Gesetzliche und kommerzielle Bezeichnung des Emittenten.	Der gesetzliche und kommerzielle Name der Emittentin ist: Ferratum Capital Germany GmbH (die " Emittentin ")
B.2	Sitz / Rechtsform / geltendes Recht/ Land der Gründung	Die Emittentin ist eine Gesellschaft mit beschränkter Haftung nach deutschem Recht, die in Deutschland nach deutschem Recht gegründet wurde und ihren Sitz in Berlin, Bundesrepublik Deutschland hat.
B.4b	Bereits bekannte Trends, die sich auf den Emittenten und die Branchen, in denen er tätig ist, auswirken	Entfällt; der Emittentin sind keine Trends bekannt, die einen Einfluss auf ihr Geschäft haben können.
B.5	Beschreibung der Gruppe und der Stellung des Emittenten innerhalb dieser Gruppe	Die Emittentin ist Teil der JT Family Holding Oy, die aus zahlreichen Tochtergesellschaften in verschiedenen Ländern besteht. Die Emittentin ist eine 100%ige Tochter der Garantin.
B.9	Gewinnprognosen oder -schätzungen	Entfällt; es wird keine Gewinnprognose oder -schätzung veröffentlicht.
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen	Entfällt; die PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft hat einen uneingeschränkten Bestätigungsvermerk für die Eröffnungsbilanz der Emittentin ausgestellt.
B.12	Ausgewählte wesentliche historische Finanzinformationen	
	Ausgewählte Finanzinformationen (geprüft)	16. September 2013 in EUR
	Guthaben bei Kreditinstituten	24.834,31
	Summe Aktiva	24.834,31
	Zur Durchführung der Gründung gezeichnetes Kapital	25.000
	Summe Passiva	24.834,31
	Eine Erklärung, dass sich die Aussichten des Emittenten seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht wesentlich verschlechtern haben, oder beschreiben	Seit ihrer Gründung sind keine wesentlichen nachteiligen Veränderungen in den Aussichten der Ferratum Capital Deutschland GmbH.

	Sie jede wesentliche Verschlechterung.	
	Eine Beschreibung wesentlicher Veränderungen bei Finanzlage oder Handelsposition des Emittenten, die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum eingetreten sind.	Entfällt; seit ihrer Gründung sind keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der Ferratum Capital Germany GmbH eingetreten.
B.13	Letzte Entwicklungen	Entfällt; es gibt keine Entwicklungen, die in wesentlichem Maße für die Beurteilung der Solvenz der Emittentin relevant sind.
B.14	Bitte siehe Punkt B.5.	
	Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	Ferratum Capital Germany GmbH ist eine 100%ige Tochter der JT Family Holding Oy. Sie ist abhängig von der JT Family Holding Oy.
B.15	Beschreibung der Haupttätigkeiten des Emittenten.	Die einzige Geschäftsaktivität der Emittentin die Aufnahme von Fremdkapital durch die Emission von Inhaberschuldverschreibungen und die Gewährung von Darlehen an Mutter-, Tochter- oder Schwesterunternehmen innerhalb der Ferratum Gruppe.
B.16	Beteiligung; Beherrschungsverhältnis	Ferratum Capital Germany GmbH ist eine 100%ige Tochter der JT Family Holding Oy. Sie wird direkt von der JT Family Holding Oy beherrscht.
B.17	Kreditratings der Emittentin oder ihrer Schuldtitel	Die Schuldverschreibungen sind von der Creditreform Rating AG BBB- geratet worden. ¹

¹ Die Creditreform Rating AG hat ihren Sitz in der Europäischen Union, sie ist gemäß der Verordnung (EG) Nr. 1060/2009 des Europäischen Parlaments und des Rats vom 16. September 2009 über Ratingagenturen, geändert durch die Verordnung (EG) Nr. 513/2011 des Europäischen Parlaments und des Rats vom 11. März 2011 (die "**CRA Verordnung**") registriert. Die Europäische Wertpapier und Marktbehörde veröffentlicht auf ihrer website (www.esma.europa.eu/page/List-registered-and-certified-CRAs) eine Liste von Rating Agenturen, die gemäß der CRA Verordnung registriert sind. Diese Liste wird innerhalb von fünf Tagen nach einer Entscheidung gemäß Artikel 16, 17 oder 20 der CRA Verordnung aktualisiert. Die Europäische Kommission soll eine entsprechend aktualisierte Liste innerhalb von 30 Tagen nach der Aktualisierung im Europäischen Journal veröffentlichen.

Abschnitt B – JT Family Holding Oy als Garantin

Punkt		
B.1	Gesetzliche und kommerzielle Bezeichnung der Garantin	JT Family Holding Oy (die " Garantin " und gemeinsam mit ihren Tochtergesellschaften, die " Gruppe ") ist gesetzlicher und kommerzieller Name der Garantin.
B.2	Sitz / Rechtsform / geltendes Recht/ Land der Gründung	JT Family Holding Oy ist eine Gesellschaft mit beschränkter Haftung nach finnischem Recht (<i>Osaakeyhtiö</i>), die in Finnland nach finnischem Recht gegründet wurde und ihren Sitz in Helsinki, Finnland hat.
B.4b	Bereits bekannte Trends, die sich auf den Emittenten und die Branche, in denen er tätig ist, auswirken	Entfällt; der Garantin sind keiner Trends bekannt, die sich auf ihr Geschäft auswirken können.
B.5	Beschreibung der Gruppe und der Stellung der Garantin innerhalb dieser Gruppe	JT Family Holding Oy ist die Obergesellschaft der Ferratum Gruppe. Die Gruppe der Garantin hat gegenwärtig 34 Tochtergesellschaften.
B.9	Gewinnprognosen oder -schätzungen	Entfällt; es wird keine Gewinnprognose oder -schätzung veröffentlicht.
B.10	Art etwaiger Beschränkungen im Bestätigungsvermerk zu den historischen Finanzinformationen.	Entfällt; Pricewaterhouse Coopers Oy, Authorised Public Accountants hat die Konzernabschlüsse der JT Family Holding Oy und ihrer Tochtergesellschaften für die zum 31. Dezember 2012 und 2011 endenden Geschäftsjahre jeweils mit uneingeschränkten Bestätigungsvermerken versehen.

B.12	Ausgewählte wesentliche historische Finanzinformationen			
	1. Januar 2013 – 30. Juni 2013 (ungeprüft)	1. Januar 2012 – 30. Juni 2012 (ungeprüft)	1. Januar 2012 – 31. Dezember 2012 (geprüft)	1. Januar 2011 – 31. Dezember 2011 (geprüft)
	in EUR			
Umsatz	26.219.478,84	23.035.186,53	47.156.956,53	33.704.405,82
Betriebsergebnis	3.582.804,17	4.028.316,95	6.788.462,88	3.529.637,22
Gewinn nach außerordentlichen Posten	2.186.672,10	2.870.742,23	5.392.259,28	1.930.780,67
Nettokapitalfluss aus operative Geschäft	3.633.651,72	3.637.906,92	13.337.603,09	5.301.614,29
Nettokapitalfluss aus Investitionen	-7.217.040,83	-8.944.071,69	-18.516.585,86	-14.490.787,48
Nettokapitalfluss aus Finanzierungstätigkeit	5.813.348,75	2.602.989,44	2.409.499,56	13.091.798,59
Veränderung im Kapitalfluss	2.229.959,64	-2.703.175,33	-2.769.483	3.902.625,40
Gesamtkapital	46.782.307,24	37.301.007,99	41.470.711,37	31.926.299,22
Langfristige Verbindlichkeiten	21.810.450,10	20.573.170,73	20.941.366,76	17.548.190,68
Kurzfristige Verbindlichkeiten	10.405.510,86	5.019.485,79	6.794.631,10	7.534.475,66
Eigenkapital	14.238.867,59	11.468.350,99	13.404.544,40	6.667.769,52
Eine Erklärung, dass sich die Aussichten der Garantin seit dem Datum des letzten veröffentlichten geprüften Abschlusses nicht wesentlich verschlechtert haben, oder beschreiben Sie jede wesentliche Verschlechterung.	Seit dem 31. Dezember 2012 sind keine wesentlichen nachteiligen Veränderungen in den Aussichten der JT Family Holding Oy eingetreten.			
Eine Beschreibung wesentlicher Veränderungen bei Finanzlage oder Handelsposition der Garantin, die nach dem von den historischen Finanzinformationen abgedeckten Zeitraum	Entfällt; seit dem 30. Juni 2013 sind keine wesentlichen Veränderungen in der Finanzlage oder der Handelsposition der JT Family Holding Oy eingetreten.			

	eingetreten sind.	
B.13	Letzte Entwicklungen	Seit dem ersten Quartal 2013 hat sich die Garantin dazu entschlossen, ihr gegenwärtiges Geschäftsmodell in bestimmten Ländern in Europa zu verändern. Anstatt ihren Kunden Darlehen durch lokale Tochtergesellschaften in jedem Land zu gewähren, wird die Garantin dazu übergehen, Darlehen grenzüberschreitend auszureichen und dabei die Ferratum Bank Ltd. in Malta nutzen. Ferratum Bank Ltd. wird zu diesem Zweck ihre Banklizenz in einige EU Mitgliedstaaten notifizieren.
B.14	Bitte siehe Punkt B.5.	
	Angabe zur Abhängigkeit von anderen Unternehmen innerhalb der Gruppe	Entfällt; es bestehen keine Abhängigkeiten im Hinblick auf andere Unternehmen innerhalb des Konzerns der Garantin, da sie die Konzernobergesellschaft ist.
B.15	Beteiligung; Beschreibung der Haupttätigkeiten der Garantin.	Die Garantin ist eine von Europas führenden Anbietern von unbesicherten mobilen Verbraucherdarlehen bis zu einer Höchstdarlehenssumme von EUR 2.000 (Mikrodarlehen), welche entweder über hochentwickelte Mobilfunklösungen oder das Internet ausgereicht werden. Die Garantin zielt darauf ab, die Nachfrage nach kurzfristigen Finanzierungen von Privatpersonen durch mobile und internetbasierte Technologien zu befriedigen.
B.16	Beherrschungsverhältnis	Herr Jorma Jokela, eine finnische Privatperson ist Eigentümer von etwa 83% der Anteile an der Garantin und übt daher direkt einen beherrschenden Einfluss aus. Seinen beherrschenden Einfluss übt Herr Jokela durch seine Position als Mehrheitsaktionär und seine Position als CEO der Garantin aus.
B.17	Kreditratings der Garantin oder ihrer Schuldtitel	Entfällt; weder die Garantin noch ihre Schuldverschreibungen sind geratet.
B.18	Beschreibung von Art und Umfang der Garantie	Die JT Family Holding Oy garantiert bedingungslos und unwiderruflich die pünktliche Zahlung von Zinsen und Kapital sowie von etwaigen zusätzlichen Beträgen, die unter den Schuldverschreibungen zu zahlen sind.
B.19	Zusammenfassende Angaben zum Garantiegeber	Siehe vorstehende Angaben unter B. in Bezug.

Abschnitt C – Wertpapiere

Punkt		
C.1	Gattung und Art der Wertpapiere, einschließlich der Wertpapierkennnummer (WKN).	Gattung Die Schuldverschreibungen sind nicht nachrangig und nicht besichert. Art Die Schuldverschreibungen werden als Inhaberpapiere begeben. Wertpapierkennnummer ISIN: DE000A1X3VZ3 WKN: A1X3VZ
C.2	Währung der Wertpapieremission.	Die Schuldverschreibungen werden in Euro begeben
C.5	Beschränkungen der freien Übertragbarkeit	Entfällt. Die Schuldverschreibungen sind frei übertragbar.
C.8	Rechte, die mit den Schuldverschreibungen verbunden sind, Rangfolge der Schuldverschreibungen und Einschränkungen der mit den Schuldverschreibungen verbundenen Rechte	Mit den Schuldverschreibungen verbundene Rechte Jeder Gläubiger hat das Recht, von der Emittentin die gemäß den Emissionsbedingungen fälligen Zahlungen von Zinsen und Kapital zu verlangen. Rang der Schuldverschreibungen Die Schuldverschreibungen stellen ungesicherte, nicht nachrangige Verbindlichkeiten der Emittentin dar, die untereinander und mit allen anderen ungesicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird. Rückzahlung Soweit nicht zuvor bereits zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am Fälligkeitstag zurückgezahlt. Rückzahlung aus Steuergründen Außer in dem oben beschriebenen Fall der "Rückzahlung" ist eine vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen nur zulässig, falls die Emittentin zur Zahlung zusätzlicher Beträge auf die Schuldverschreibungen als Folge einer Änderung der deutschen Steuergesetze verpflichtet ist. Negativklärung Die Bedingungen der Schuldverschreibungen enthalten eine Negativverpflichtung. Kündigungsgründe Die Anleihebedingungen der Schuldverschreibungen sehen Kündigungsgründe vor, die die Gläubiger berechtigen, die unverzügliche Rückzahlung der Schuldverschreibungen zu verlangen. Cross-Default Die Anleihebedingungen der Schuldverschreibungen enthalten eine Cross-Default-Bestimmung. Kontrollwechsel Die Anleihebedingungen enthalten eine Kontrollwechselbestimmung.

		<p>Gläubigerversammlung</p> <p>Die Anleihebedingungen enthalten Bestimmungen zu Gläubigerbeschlüssen.</p> <p>Anwendbares Recht</p> <p>Die Schuldverschreibungen unterliegen deutschem Recht.</p> <p>Beschränkungen der mit den Schuldverschreibungen verbundenen Rechte</p> <p>Die Vorlegungsfrist wird für Kapital auf 10 Jahre und für Zinsen auf 5 Jahre verkürzt.</p>
C.9	Bitte siehe Punkt C.8.	
	<p>Zinssatz / Verzinsungsbeginn / Fälligkeitstag / Rendite / Vertreter der Inhaber der Schuldverschreibungen</p>	<p>Zinssatz / Verzinsungsbeginn</p> <p>Die Schuldverschreibungen sind vom 21. Oktober 2013 an, zu einem festen Zinssatz von 8,00 % <i>per annum</i> fest verzinslich. Die Zinsen sind nachträglich am 21. Oktober eines jeden Jahres zahlbar.</p> <p>Fälligkeitstag</p> <p>Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 21. Oktober 2018 zurückgezahlt.</p> <p>Rendite</p> <p>Die Rendite entspricht 8,00 % <i>per annum</i>. Die Rendite wird von der Emittentin errechnet.</p> <p>Name des Vertreters der Inhaber der Schuldverschreibungen</p> <p>Entfällt. In den Anleihebedingungen wurde kein gemeinsamer Vertreter bestimmt.</p>
C.10	Bitte siehe Punkt C.9.	
	<p>Erläuterung wie der Wert der Anlage beeinflusst wird, falls die Schuldverschreibungen eine Derivative Komponente bei der Zinszahlung aufweisen</p>	Entfällt. Die Zinszahlung weist keine derivative Komponente auf.
C.11	<p>Zulassung zur Börsennotierung und Einführung in einen regulierten Markt oder einem gleichwertigen Markt</p>	Entfällt. Für die Schuldverschreibungen ist ein Antrag auf Notierung im Entry Standard der Frankfurter Wertpapierbörse gestellt worden.

Abschnitt D – Risiken

Punkt		
D.2	<p>Zentrale Angaben zu den zentralen Risiken, die dem Emittenten eigen sind.</p>	<p>Der Gegenstand der Geschäftstätigkeit der Emittentin ist die Finanzierung der Ferratum Gruppe. Wichtigster Bestandteil des Vermögens der Emittentin sind die, an Gesellschaften der Ferratum Gruppe ausgereichte Darlehen. Der wirtschaftliche Bestand der Emittentin ist davon abhängig, dass diese Gesellschaften ihre Verpflichtungen aus diesen Darlehen erfüllen können.</p>
D.3	<p>Zentrale Angaben zu den zentralen Risiken, die den Wertpapieren eigen sind.</p>	<p>Wirtschaftliches Risiko</p> <p>Schwierigkeiten beim Zugang zu Finanzmitteln aufgrund wirtschaftlicher Schwierigkeiten könnte zu verminderter Fähigkeit zur Erfüllung des Marktbedarfs an Mikrodarlehen führen. Dies könnte zum Verlust des Marktanteils der Gruppe führen und somit erhebliche negative Auswirkungen auf ihr Geschäft haben.</p> <p>Betrugsrisiko</p> <p>Die Garantin ist einem Betrugsrisiko durch mögliches vorsätzliches Fehlverhalten seitens ihrer Kunden und potenziellen Kunden ausgesetzt, wobei Identitätsdiebstahl das verbreitetste Betrugsrisiko darstellt. Verluste aufgrund von Betrug würden die Bildung zusätzlicher Reserven erforderlich machen.</p> <p>Risiko mangelnder Liquidität</p> <p>Die Verschlechterung der Forderungsausfallquote und der Barmittel könnten erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben.</p> <p>Risiko begrenzten Zugangs zu Kapital</p> <p>Das Geschäft der Garantin und die Expansion beruhen auf einer Versorgung mit Drittmitteln. Eine begrenzte Verfügbarkeit von Kapital würde wahrscheinlich erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben.</p> <p>Kontrahentenrisiko</p> <p>Die Gruppe ist Vertragspartei bilateraler Mikrodarlehensvereinbarungen und ist daher Bonitätsrisiken und damit verbundenen Risiken ihrer Kunden ausgesetzt. Eine schlechte Bonität ihrer Kunden könnte den finanziellen und wirtschaftlichen Zustand der Gruppen nachteilig beeinflussen.</p> <p>Risiko erfolgloser Strategieumsetzung</p> <p>Die Implementierung der Gruppenstrategie, insbesondere Expansion und Diversifizierung des Produktportfolios, hängt von vielen Faktoren ab. Daher könnte die Implementierung scheitern oder sich verzögern, was wahrscheinlich erhebliche negative Auswirkungen auf das Geschäft der Gruppe hätte.</p> <p>Klumpenrisiko / Fehlende Diversifizierung</p> <p>Sollte die Garantin mit der Diversifizierung ihres Mikrodarlehensportfolios in Nationalität und sozialem Status ihrer Kunden scheitern, könnte die erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben.</p> <p>Regulatorisches Risiko betreffend Konzerngeschäft und –strategie</p> <p>Der Betrieb in verschiedenen und die Expansion in verschiedene Rechtsordnungen mit unterschiedlichen gesetzlichen Anforderungen bringt viele rechtliche Risiken</p>

		<p>mit sich. Die Nichteinhaltung gesetzlicher Regelungen könnte erhebliche negative Auswirkungen haben und zudem das Ansehen der Garantin schädigen.</p> <p>EU-Verbraucherkreditrichtlinie</p> <p>Die Übernahme weiterer Änderungen gesetzlicher Anforderungen aufgrund der EU-Verbraucherkreditrichtlinie könnte notwendig werden. Dies könnte negative Auswirkungen auf die finanzielle Lage haben und zu einer Anpassung des Geschäftsmodells führen. Zusätzlich könnte die Einhaltung gesetzlicher Anforderungen in Frage gestellt werden.</p> <p>Einhaltung von Verbraucherschutzgesetzen und anderen Vorschriften</p> <p>Die Garantin ist dem Risiko ausgesetzt, von lokalen Gerichten für die Verletzung von Verbraucherschutzgesetzen oder anderen Vorschriften verantwortlich gemacht zu werden, obwohl sie die juristischen Anforderungen in den jeweiligen Ländern sorgfältig auswertet und ihr Geschäft danach ausrichtet.</p> <p>Risiken in Verbindung mit Lizenzen und Verträgen, die für den Betrieb des Mikrodarlehensgeschäfts erforderlich sind</p> <p>Das Risiko einer verzögerten Erlangung erforderlicher Lizenzen könnte zu Verzögerungen bei der Geschäftseröffnung führen.</p> <p>Risiko durch Änderungen nationalen Rechts in Ländern mit Geschäftstätigkeit der Gruppe</p> <p>Ein Scheitern lokaler Tochterunternehmen bei der zeitigen Anpassung des Betriebs an Änderungen der lokalen Rechtsvorschriften könnte erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben.</p> <p>Risiko aufsichtsrechtlicher Verfahren</p> <p>Im Falle eines Verdachts der lokalen Behörden in Bezug auf die geschäftlichen Tätigkeiten eines lokalen Tochterunternehmens könnte die lokale Behörde das Geschäft des entsprechenden Tochterunternehmens zeitweilig einstellen, um weitere Ermittlungen anzustellen. Ein solches Verfahren könnte erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben.</p> <p>Reputationsrisiko</p> <p>Eine negative Wahrnehmung des Handelns einzelner Mitarbeiter, der Gruppe als solche oder der gesamten Industrie, könnte zu massiven Schäden am Ruf der Garantin führen, das erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben könnte.</p> <p>Wettbewerbsrisiko</p> <p>Die Garantin ist in allen Ländern, in denen sie ihr Geschäft betreibt, einem zunehmenden Wettbewerb ausgesetzt, der erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben könnte.</p> <p>Risiken in Verbindung mit schnellem Wachstum und Internationalisierung</p> <p>Die Garantin ist aufgrund des Unternehmenswachstums und der künftig globalen Präsenz gewissen Risiken, verbunden mit der Strukturierung und Verwaltung eines globalen Unternehmens, ausgesetzt. Die Realisierung dieser Risiken könnte erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben.</p>
--	--	---

		<p>Zinsrisiko</p> <p>Veränderungen von Zinssätzen und Parametern der Finanzmärkte haben die Gruppe beeinflusst und werden dies auch weiterhin tun. Die Veränderungen der Zinssätze hängen von vielen Faktoren ab, von denen die Gruppe einige nicht beeinflussen kann. Es kann nicht ausgeschlossen werden, dass die Gruppe in Zukunft von Zinssatzänderungen betroffen sein wird, die erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben.</p> <p>Wechselkursrisiko</p> <p>Das Geschäft der Gruppe ist Schwankungen der Wechselkurse ausgesetzt, die auf Ereignissen basieren, die außerhalb der Kontrolle der Gruppe liegen. Diese Schwankungen könnten erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben.</p> <p>IT-Risiko</p> <p>Eine Verschlechterung des IT-Systems und der Software der Gruppe oder ein Misserfolg beim Schutz der Daten vor Cyber-Angriffen könnte erhebliche negative Auswirkungen auf das Geschäft der Gruppe haben.</p> <p>Personalrisiken</p> <p>Wenn die Zuwachsrate der Personalkosten besonders hoch ist, könnte die JT Holding nicht in der Lage sein, die Produktivität ausreichend zu steigern, um die höheren Kosten zu kompensieren. Zusätzlich könnte die Garantin in Zukunft außerstande sein, passendes Personal anzuwerben und zu halten, und dadurch ihren Geschäftsbetrieb wie geplant fortzuführen.</p> <p>Schuldverschreibungen als nicht geeignetes Investment für jeden Anleger</p> <p>Die Schuldverschreibungen sind unter Umständen nicht für jeden Anleger eine geeignete Kapitalanlage. Jeder potentielle Anleger in Schuldverschreibungen muss die Geeignetheit dieser Investition unter Berücksichtigung seiner eigenen Lebensverhältnisse einschätzen.</p> <p>Liquiditätsrisiken</p> <p>Es besteht keine Gewissheit, dass ein liquider Sekundärmarkt für Schuldverschreibungen entstehen wird, oder sofern er entsteht, dass er fortbestehen wird. In einem illiquiden Markt könnte es sein, dass ein Anleger seine Schuldverschreibungen nicht jederzeit zu angemessenen Marktpreisen veräußern kann. Die Möglichkeit, Schuldverschreibungen zu veräußern, kann darüber hinaus aus landesspezifischen Gründen eingeschränkt sein.</p> <p>Risiko der vorzeitigen Rückzahlung</p> <p>Falls die Schuldverschreibungen auf Grund eines Ereignisses, wie sie in den Anleihebedingungen ausgeführt sind, vorzeitig getilgt werden, trägt der Gläubiger dieser Schuldverschreibungen das Risiko, dass infolge der vorzeitigen Rückzahlung seine Kapitalanlage eine geringere Rendite als erwartet aufweisen könnte und im Vergleich zur ursprünglichen Kapitalanlage nicht zu denselben Konditionen reinvestiert werden könnte.</p> <p>Marktpreisrisiko</p> <p>Der Gläubiger von Schuldverschreibungen ist dem Risiko nachteiliger Entwicklungen der Marktpreise seiner Schuldverschreibungen ausgesetzt, welches sich ver-</p>
--	--	--

		<p>wirklichen kann, wenn dieser Gläubiger seine Schuldverschreibungen vor Endfälligkeit veräußert.</p> <p>Bonität der Garantin</p> <p>Der Marktpreis der Schuldverschreibungen könnte sinken, wenn sich die Bonität der Garantin verschlechtert.</p> <p>Änderungen der Anleihebedingungen durch Gläubigerbeschluss; Gemeinsame Vertretung</p> <p>Ein Gläubiger ist dem Risiko ausgesetzt überstimmt zu werden und seine Rechte gegen die Emittentin für den Fall zu verlieren, dass andere Gläubiger durch Mehrheitsbeschluss gemäß dem Gesetz über Schuldverschreibungen aus Gesamtemission ("SchVG") beschließen, die Anleihebedingungen gemäß den Anleihebedingungen zu ändern. Für den Fall der Bestellung eines gemeinsamen Vertreters für alle Gläubiger, kann ein einzelner Gläubiger die Möglichkeit verlieren seine Rechte, im Ganzen oder zum Teil, gegen die Emittentin geltend zu machen oder durchzusetzen.</p> <p>Währungsrisiko</p> <p>Der Gläubiger von Schuldverschreibungen, die auf eine fremde Währung lauten ist dem Risiko ausgesetzt, dass Wechselkursschwankungen die Rendite solcher Schuldverschreibungen beeinflussen können. Außerdem könnten Regierungen und zuständige Behörden in Zukunft Wechselkurskontrollen einführen.</p> <p>Festverzinsliche Schuldverschreibungen</p> <p>Der Gläubiger von festverzinslichen Schuldverschreibungen ist dem Risiko ausgesetzt, dass der Kurs einer solchen Schuldverschreibung infolge von Veränderungen des aktuellen Marktzinssatzes fällt.</p>
--	--	---

Abschnitt E – Angebot

Punkt		
E.2b	Gründe für das Angebot und Zweckbestimmung der Erlöse.	Der Grund für das Angebot ist die Aufnahme von Fremdkapital. Der Nettoemissionserlös, der durch den Verkauf der Schuldverschreibungen erzielt wird soll der Finanzierung des Wachstums der Garantin dienen.
E.3	Beschreibung der Angebotskonditionen.	Die Schuldverschreibungen werden während eines Angebotszeitraums, der am 4. Oktober 2013 beginnt und am 17. Oktober 2013 endet zu einem Preis von 100 % (Ausgabepreis) in Deutschland und Luxemburg öffentlich angeboten. Der Mindestnennwert der Schuldverschreibung beträgt EUR 1,000. Das Angebot unterliegt keinen Bedingungen. Orders können gegenüber ICF Kursmakler AG oder anderen Finanzintermediären sowie online über die Xetra Zeichnungsfunktionalität abgegeben werden. Investoren werden über übliche Informationssysteme über etwaige Zuteilungen informiert. Die Lieferung zugeteilter Schuldverschreibungen erfolgt durch Buchung Zug-um-Zug gegen Zahlung des Emissionspreises.
E.4	Beschreibung aller für die Emission/das Angebot wesentlichen, auch kollidierenden Interessen.	Entfällt; nach Kenntnis der Emittentin bestehen keine wesentlichen Interessen von beteiligten Personen am Angebot.
E.7	Schätzung der Ausgaben, die dem Anleger vom Emittenten oder Anbieter in Rechnung gestellt werden.	Entfällt; die Emittentin wird keine Gebühren oder Steuern erheben. Jeder Investor muss sich aber selbst über Steuern oder Gebühren informieren, denen er unterliegen kann, wie zum Beispiel Depotgebühren.

RISK FACTORS

Before deciding to purchase the Notes, investors should carefully review and consider the following risk factors and the other information contained in this Prospectus. The following statements are not exhaustive. Should one or more of the risks described below materialise, this may have a material adverse effect on the cash flows, results of operations and financial condition of the Issuer or the Guarantor. Moreover, if any of these risks materialises, the market value of the Notes and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Notes, may decrease, in which case the Noteholders could lose all or part of their investments. Investors should note that the risks discussed below may not prove to be exhaustive and, therefore, may not be the only risks to which the Issuer and the Guarantor are exposed. Additional risks and uncertainties, which are currently not known to the Issuer or which the Issuer currently believes are immaterial, could likewise impair the business operations of the Issuer or the Guarantor and have a material adverse effect on their business, cash flows, results of operations and their financial condition. The order in which the risks are presented does not reflect the likelihood of their occurrence or the magnitude of their potential impact on the cash flows, results of operations and financial condition of the Issuer or the Guarantor. In addition, investors should be aware that the risks described might combine and thus intensify one another.

Risks relating to the Issuer

The Issuer acts at present to facilitate the financing of Ferratum Group. Its main assets will be loans granted to Ferratum Group entities. The Issuer's continued operations depend on the ability of JT Family Holding Oy to meet its payment obligations under these loans. All debt securities of the Issuer (such as the Notes) are wholly, unconditionally and irrevocably guaranteed by the Guarantor in respect of principal and interest payments. This guarantee is enforceable under the laws of Germany. For the risk factors regarding the Guarantor, please see the section below.

Risks relating to the Guarantor

Economics risks

Changing economic conditions have a vast influence on the consumer credit and micro-loans credit markets. The results of the Group depend on the demand of microloans, as well as on access to capital, which in turn are affected by general and regional economic conditions. On the demand side, in particular, rising interest rates impact consumer credit appetite. On the supply side, worsening credit quality and liquidity (caused by financial crises, like the sovereign debt crisis) may reduce the money circulation in the market. Typically, a regional or global economic downturn results in a fall in demand and more difficult access to capital. The combined effect may translate into lower demand for the Group's products or may translate into lower quality of credit worthiness of customers. The recent financial and economic crisis was global in scale and the risk of an unpredictable negative impacts on the economies the Group operates in cannot be entirely ruled out. Difficulties in access to capital may result in a decreased ability to arrange as many micro-loans as implied by the market demand. In turn, this may cause the Group to lose its market growth pace and market share and, thereby, have a material adverse effect on its business, financial standing, results of operations and prospects.

Fraud risk

The Guarantor is exposed to fraud risk due to possible intentional misconduct from its customers and potential customers, planning to evade detection of fraud. The most common fraud risk concerns identity theft, which is a form of cheating where someone pretends to be someone else by assuming that person's identity in order to obtain loans from the Guarantor. The Guarantor is required by statutory law to identify its customer. To manage the fraud risk, the Guarantor has implemented procedures to identify customers. Further, customer identification is required by statutory law for the prevention of money laundering and terrorist financing. The respective procedures comply with applicable local laws in each country the Guarantor operates in. Nevertheless, it cannot be excluded that the Group suffers losses deriving from criminal behaviour of its customers and thus would be required to create additional reserves.

Risk of lack in liquidity

Cash flow efficiency and cash collection is very important for the Group's growth. Considering the Guarantor's business model and the contemplated expansion in new countries, the Guarantor is exposed to related liquidity risks.

The Guarantor is likely to, suffer from lack of liquidity in two scenarios: the first relates to the situation when the bad debt rate i.e. the rate of loans not properly serviced by the borrowers is increasing uncontrollably due to deteriorating credit worthiness of the Group's customers. The second service is connected to the growth of business in new countries. New countries' business is generally incapable of financing itself at the beginning; consequently, the Guarantor has to provide the liquidity required for the new business. Should the Guarantor not be able to provide sufficient liquidity, new operations may not be able to operate as planned and thus negatively impact the financial situation of the Guarantor.

In case of deterioration of bad debt ratio and deterioration of cash, material adverse effect on the Group's business, financial standings, results of operations and prospects may occur.

Risk of limited access to capital

The sovereign debt and capital markets crisis have demonstrated the weakness of the global financial system. The consequential insecurity and volatility of the financial markets may lead to a shortened supply of money. The Guarantor is a fast growing group that, in order to support its fast growing business and its further expansion depends on supply with external funding. Typically, any disturbances in the banking and financial sector negatively affect leveraged businesses by increasing the cost of money necessary to conduct the day-to-day business and fuel their further expansion, and by limiting access to funding. A limited availability of debt funds and limitations in access to financial and capital markets combined with rising lending costs may slow down, deteriorate, or even entirely prevent the growth and further expansion of the Group may even undermine the Group's potential to remain profitable, which is likely to have a material adverse effect on the Group's business, financial standing, results of operations and prospects.

Credit loss risk

The Group is party to bilateral micro-loan agreements and therefore is exposed to its customers' creditworthiness and associated risks. The worsening quality of customers' creditworthiness may materialize when the Group's customers fail to pay their micro-loan. A poor financial standing of the Group's customers may, in turn, adversely influence the financial and economic condition of the Group due to a growing rate of irregular receivables in the Group's consolidated balance sheet resulting from the customers' inability to fulfil their liabilities towards the Group under micro-loan agreements, as well as due to increasing past-due payments and defaults in the customer base. Moreover, the negative standing of the Group's customers may cause losses and shortfalls of cash on the side of the Group and result in an increase of the Group's financial costs caused by accruing provisions for deteriorating financial revenues. The bad debt risk may increase if the micro-loans portfolio is not adequately diversified (country and social status diversification). In such a situation, a deterioration of economic conditions or an economic slowdown would impact the Group's customer base in the same way.

The Group operates according to its established Credit Risk policies and follows ethical and good crediting principles. However, in the fast changing economic environment, the current policies and procedures may move to be not sufficient. As a result, the Group might be vulnerable to credit loss risks and deterioration in portfolio quality or lack of risk management procedures might have a material adverse effect on the Group's overall financial and operational results or prospects.

Risk of unsuccessful strategy implementation

There can be no assurance that the Group strategy will be successfully implemented. The key element of this strategy is the geographical expansion of the business through new business openings globally. The pace of the success of this strategy is largely contingent upon the ability of the Group to raise sufficient funds. The Group constantly evaluates potential new markets throughout the world. Any difficulties associated with the strategy of geographical expansion of Group, such as delays in openings of operation in new countries as well as any inability to obtain operational benefits within the expected time after opening could have an adverse effect on the Group's future results and the fulfilment of its strategy. Because of these factors, a failure in the strategy implementation may have a negative impact on the Group's expected growth rate and may weaken the Group's ability to grow.

Intensified investment costs, lack of management time and difficulties in obtaining required licenses as well as failure in IT development and improvement associated with the Group's expansion strategy may have a material adverse effect on the Group's business, financial standing, results of operations and prospects. Further, it may turn out that certain services of the Guarantor cannot be offered in all envisaged jurisdictions as planned. For example, it is currently not possible to offer the immediate use of the loan amount in all jurisdictions the Guarantor operates in. In this case the Guarantor depends on its ability to offer alternative and equally attractive services in such countries. Failure to offer products which are perceived to be attractive by the targeted customers may lead to lower revenues in these jurisdictions as the Guarantor initially planned.

Product variations would provide the Group with product portfolio diversification. Nonetheless, introduction of new products – even when based on the same process, same systems and same scoring as microloans – involves additional investments and carries the risk of failure or extended period of implementation. Intensified investment costs and risk of new product introduction failure or changes in timeliness may have a material adverse effect on the Group's business, financial standing, results of operations and prospects.

Organic growth, product variations and geographical expansion are core components of the Guarantor's growth strategy. However, growth through acquisitions (direct competitors or databases) is not entirely excluded. In case of acquisition there are risks connected with such transactions. Any acquisition the Group may undertake in the future could require the Group to use significant financial resources (including cash). If the Group experiences any difficulties in integrating acquired operations into its business, the Group may incur higher than expected costs and not realize all the benefits of such acquisitions. This could lead to adverse accounting and financial consequences, such as the need to make large provisions against the acquired assets or to write down acquired assets.

Cluster risk / lack of diversification

The Guarantor is keen to diversify its micro-loan portfolio by nationality and social status of its customers. However, given that the Guarantor has key markets such as Poland and Sweden which create greater revenues than other markets, possible problems in these key markets would cause more significant impacts on the Guarantor's business. Further, a lack of diversification in the social status of the Guarantor's customers may also have a significant adverse impact on the Guarantor's operations. If the Guarantor would be not able to successfully diversify its micro-loan portfolio, then it may have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

Regulatory risk concerning Group business and strategy

Operating in many different jurisdictions with different statutory requirements requires managing the legal environment challenges in many fields among which the most important are: (i) license requirements, (ii) maximum interest rate regulations, (iii) distance contracts regulations and (iv) consumer protection legislation.

Such legal environments bring along many legal risks, including, but not limited to new country business opening legal risk.

The legal requirements for opening business in new countries vary significantly:

- Some jurisdictions have no registration/ license requirement
- Some jurisdictions have severe licensing requirements (e.g., banking license)

Entering new countries contains challenging legal requirements and rules on local level. Failure of the Group to comply with local legal requirements may have a material adverse effect on the Group's business, financial standing, results of operations and prospects. Further, the Guarantor's reputation can be biased.

EU Consumer Credit Directive

The EU Consumer Credit Directive (2008/48/EC) was adopted in April 2008 and entered into force in May 2008. The Member States were obliged to harmonise their legislation by May 12th 2010. Most of the EU Member States have implemented the Directive.

Whilst the Guarantor is of the opinion that its business activities are in compliance with the requirements of the EU Consumer Credit Directive and the national laws implementing it, it cannot be ruled out that further changes to the statutory requirements would create the necessity for the Guarantor to further adopt its procedures. Such adoptions may have a negative impact on the Guarantor's financial position and may lead to the requirement to adjust the Guarantor's business model. Additionally it could prove that consumers or courts question the compliance of the Guarantor with applicable consumer protection laws or procedures initiated by consumer protection organisations.

Compliance with consumer protection laws and other local legal requirements

Whilst the Ferratum Group takes intensive measures to inform itself about the legal environment and requirements in the jurisdictions it operates in, it cannot be excluded that the services the Ferratum Group offers are held to be in violation of local legal requirements such as maximum interest rate provisions or transparency requirements by local courts. Adverse judgements based on such findings could lead to the Ferratum Group being exposed to damage claims and reputational damage. Further, existing micro-loan agreements might be held null and void. As a consequence, the Ferratum Group may be limited from offering its micro-loan business successfully in certain jurisdictions or may be forced to terminate its business in certain jurisdictions. This could have material adverse impacts on the financial and market position of the Guarantor.

Risks connected with license and agreements required for running micro-loans business

In some countries, even when the local legal standards are met by the Group, there is still the requirement from local financial authorities to obtain a license for commencing of micro-loan business. Therefore, there is a risk of delay in obtaining the required licenses, which may lead to delays in business opening.

Risk connected to changes in national law in countries of business operations of Group

Changes to local legislation requires the respective local subsidiaries to adopt the operations to such changes. A failure to timely implement procedures compliant with new rules may have a material adverse effect on the Group's business, financial standing, results of operations and prospects.

Risk regulatory proceedings

Local authorities are entitled to monitor the business activities of the Group's local subsidiaries. In case there are any suspicions by the local authorities, the respective Group subsidiary is usually required to provide additional information about its activities and procedures. It is possible for the local authority to suspend the business of the Group subsidiary to investigate its suspicions further. Undergoing such procedure may have a material adverse effect on the Group's business, financial standing, results of operations and prospects.

Reputational risks

The Guarantor is exposed to risk of severe damage of its reputation based on unfavourable media coverage or measures taken by consumer protection bodies. The Guarantor has a strong commitment to ethical standards as exhibited by leading the development of self-regulation (e.g. the Finnish Micro Loan Association and similar organisations in other countries of operation). However, a negative perception of the behaviour of single employees, subsidiaries of the Group, the Group as such or the entire industry it operates in may lead to a severe damage to the Guarantor's standing and thus have a material adverse effect on the Group's business, financial standing, results of operations and prospects.

Competition risk

The Guarantor faces increasing competition in all countries of its operations.

The Guarantor remains competitive due to its operational efficiency and fine-tuned, constantly developing processes. The highest risk of competition is experienced in mature markets where there is high saturation. Intensive competition has pushed prices downward, which may erode the margins and the net income of Guarantor's Group. A deterioration of the Group's position in all countries of its operations may have a material adverse effect on the Group's business, financial standing, results of operations and prospects.

Risks relating to rapid growth and internationalization

Fast growth in micro-loan volumes in current countries of operation and the establishment of operations in new market areas requires the on-going development of monitoring and control systems within the Group. The Guarantor implements high quality business and management processes and standards in new countries of operations. "Best practices" are constantly being developed and implemented into operative day-to-day business. Nonetheless, the Guarantor, due to its level of growth and future global presence, is exposed to certain risks related to structuring and managing a global company. Diminished operational standards at the Group level or failures to implement properly procedures in new countries of operation may have a material adverse effect on the Group's business, financial standing, results of operations and prospects.

Interest rates risk

Changes of interest rates and parameters of financial markets have affected and will continue to affect the Group. Interest rates are highly sensitive to many factors, including international and domestic economic and political conditions, and other factors beyond the Group's control. The fluctuations of interest rates may result in increases of financial costs which may not always be covered by increases of financial revenues from micro-loan agreements. In particular, the Group is exposed to the interest rate risk resulting from micro-loan agreements being based on fixed cost of loaned money (including floating charges based on interest rate) and external financing being partly based on floating interest rates. Differences between fixed and floating financial charges create a risk of wider spreads between revenues and costs of funding which, if negative for the Group, may lead to losses on financial activity. Increased costs of funding have a material impact on the cost base of the Group which is hardly transferable to its clients.

The increase of interest rates may expose the Guarantor's Group to a decrease of margins, because the Group will be required to commit a greater proportion of its revenues to pay interest expenses on its floating-rate debt and on any new debt or other market-rate security that the Group may issue. There can be no assurance that the Group will not be affected by interest rate changes in the future which may have a material adverse effect on its business, financial results, results of operations and prospects.

Exchange rate risk

The Group's business is operated internationally and, thereby, exposed to fluctuations of exchange rates due to the collection of micro-loan instalments in various currencies. Fluctuations of exchange rates are caused by events that are beyond the Group's control. Adverse foreign exchange rate fluctuations against the Euro (the functional currency of the Group) could have a material adverse effect on the Group's business, financial standing, results of operations and prospects.

IT risks

IT systems are an essential part to conducting the Guarantor's business due to the high level of automation in different processes and controls. The Guarantor has acquired industry leading IT professionals for improvements to current systems, development of new systems, and the maintenance of existing systems. The Guarantor's loan handling system is built "in-house", which provides control and autonomy in conducting the day-to-day business. Due to the open nature of the Internet, all web-based services are inherently subject to risks such as online theft through inappropriate use of the Access Code/User ID/Username, PIN/Password, virus attacks, hacking, unauthorised access, and fraudulent transactions.

A deterioration of the Group's IT systems and software or a failure to protect its data against any cyber-attack may have a material adverse effect on the Group's business, financial standing, results of operations and prospects.

Additional hosting and back-up solutions have been put in place recently. We have moved some of our production systems to Amazon, the leading global hosting provider. Additionally our systems were audited by PWC Finland in February 2012 as part of the business audit. PWC considered Guarantor's IT-infrastructure to be sophisticated and reliable and no issues were reported.

Human resources risk

The Guarantor's activities depend on its employees. With regard to human resources risks, the anticipated increase in personnel expenses because of future wage increases has to be considered. If the rate of increase is particularly high, JT Holding may not be able to raise productivity enough to compensate for the higher costs.

Employees' expert knowledge of internal processes and issues relating to their areas of specialization is a critical factor in the efficiency of the Guarantor's business operations. The Guarantor takes various approaches to mitigate the risk of losing this expertise and to increase its employees' loyalty to the company, including attractive compensation models, challenging jobs and international career options. However, it cannot be ruled out that the Guarantor may, in future not be able to attract and retain suitable personnel and thus may not be able to pursue its business operations as planned.

Risks relating to the Notes

An investment in the Notes involves certain risks associated with the characteristics, specification and type of the Notes which could lead to substantial losses that Noteholders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Risks regarding the Notes comprise, *inter alia*, the following risks:

Notes may not be a suitable investment for all investors

Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including cases in which the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and the content of this Prospectus; and
- (v) be able to evaluate, either alone or with the help of a financial adviser, possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Liquidity risk

Application has been made to the Frankfurt Stock Exchange for the Notes to be admitted to listing on the Entry Standard. However, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted notes. In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time or at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons. Further, the Frankfurt Stock Exchange may suspend the listing of the Notes or de-list the Notes. In such scenario investors may not be able to sell their Notes.

Risk of early redemption

The Notes may be redeemed at the option of the Issuer (in whole, but not in part) at the Redemption Price (as defined in the Terms and Conditions) plus accrued interest to the date fixed for redemption, (i) for reasons of taxation, as more fully described in the Terms and Conditions or (ii) if 80 per cent or more of the aggregate principal amount of the Notes then outstanding has been redeemed following a Change of Control Event or has been repurchased and cancelled, as more fully described in the Terms and Conditions. In the event that the Issuer exercises the option to redeem the Notes, the Noteholders might suffer a lower than expected yield and might not be able to reinvest the funds on the same terms.

Market price risk

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policies of central banks, overall economic developments, inflation rates or the lack of or excess demand for the Note. The Noteholders are therefore exposed to the risk of an unfavourable development of market prices of their Notes which materialise if the Noteholders sell the Notes prior to the final maturity. If a Noteholder decides to hold the Notes until final maturity, the Notes will be redeemed at the principal amount of the Notes.

Creditworthiness of the Guarantor

If, e.g., because of the materialisation of any of the risks regarding the Guarantor, the likelihood that the Guarantor will be in a position to fully perform all obligations under the Notes when they fall due decreases, the market value of the Notes will suffer. In addition, even if the likelihood that the Guarantor will be in a position to fully perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as the Group could adversely change.

Further, a downgrade of the Guarantor's rating may – irrespective of the actual creditworthiness of the Guarantor – lead to a decrease of the exchange price of the Notes.

If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of said risk. Under these circumstances, the market value of the Notes will decrease.

Currency risk

The Notes are denominated in Euro. If such currency represents a foreign currency to a Noteholder, such Noteholder is particularly exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes in the currency of the Noteholder. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

Fixed rate notes

The Notes bear interest at a fixed rate. A Noteholder of fixed rate Notes is particularly exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. While the nominal interest rate of a fixed rate Note as specified in the Terms and Conditions is fixed during the life of the Notes, the current interest rate on the capital market typically changes on a daily basis. As the market interest rate changes, the price of fixed rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of fixed rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of fixed rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If a Noteholder holds its Notes until maturity, changes in the market interest rate are without relevance to such Noteholder as the Notes will be redeemed at the principal amount of the Notes.

Resolutions of Noteholders

Since the Notes provide for meetings of Noteholders or the taking of votes without a meeting, a Noteholder is subject to the risk of being outvoted by a majority resolution of the Noteholders. As such majority resolution is binding on all Noteholders, certain rights of such Noteholder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.

Noteholders' Representative

Since the Notes provide for the appointment of a Noteholders' representative (*gemeinsamer Vertreter*), it is possible that a Noteholder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Noteholders' representative who is then exclusively responsible to claim and enforce the rights of all the Noteholders.

No restriction on the amount of debt which the Issuer may incur in the future

There is no restriction on the amount of debt which the Issuer may issue which ranks equal to the Notes. Such issuance of further debt may reduce the amount recoverable by the Noteholders upon winding-up or insolvency of the Issuer or may increase the likelihood that the Issuer may or shall defer payments of interest under the Notes.

RESPONSIBILITY STATEMENT

Each of Ferratum Capital Germany GmbH with its corporate domicile in Berlin, Germany (the "**Issuer**" or "**Ferratum Capital**") and JT Family Holding Oy having its corporate domicile in Helsinki, Finland (the "**Guarantor**" or "**JT Holding**") and, together with its subsidiaries, the "**Group**"), accepts responsibility for the information contained in and incorporated by reference into this Prospectus and hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect its import.

Each of the Issuer and the Guarantor further confirms that (i) this Prospectus contains all information with respect to the Issuer as well as to the Guarantor and their respective subsidiaries and affiliates and to the Notes which is material in the context of the issue and offering of the Notes, including all information which, according to the particular nature of the Issuer, the Guarantor and the Notes is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the Guarantor and of the rights attached to the Notes; (ii) the statements contained in this Prospectus relating to the Issuer, the Guarantor and the Notes are in every material particular true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, the Guarantor or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in the Prospectus misleading in any material respect; and (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

As per Article 7(7) of the Prospectus Law, the CSSF gives no undertaking as to the economic and financial soundness of the issue of the Notes and the quality or solvency of the Issuer.

CONSENT TO USE THE PROSPECTUS

ICF Kursmakler AG and each financial intermediary subsequently reselling or finally placing Notes is entitled to use the Prospectus in Luxembourg and Germany, for the subsequent resale or final placement of the Notes during the offer period commencing on 4 October 2013 and ending on 17 October 2013, provided however, that the Prospectus is still valid in accordance with Article 11 of the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*) which implements Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended by Directive 2010/73/EU of the European Parliament and of the Council of 24 November 2010). The Issuer accepts responsibility for the information given in the Prospectus also with respect to such subsequent resale or final placement of the relevant Notes.

The Prospectus may only be delivered to potential investors together with all supplements published before such delivery. Any supplement to the Prospectus is available for viewing in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu).

When using the Prospectus, ICF Kursmakler AG and each financial intermediary must make certain that it complies with all applicable laws and regulations in force in the respective jurisdictions.

In the event of an offer being made by ICF Kursmakler AG or a financial intermediary, ICF Kursmakler AG or such financial intermediary shall provide information to investors on the terms and conditions of the offer.

ICF Kursmakler AG and any financial intermediary using the Prospectus has to state on its website that it uses the Prospectus in accordance with this consent and the conditions attached thereto.

NOTICE

No person is authorised to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of the Issuer or the Guarantor (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES"). Neither the delivery of this Prospectus nor any offering or sale of any Notes made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Guarantor or any of its affiliates since the date of this Prospectus, or that the information herein is correct at any time since its date.

This Prospectus contains certain forward-looking statements, in particular statements using the words "believes", "anticipates" "intends", "expects" or other similar terms. This applies in particular to statements under the caption "GENERAL INFORMATION ON THE ISSUER – Business" and under the caption "GENERAL INFORMATION ON THE GUARANTOR - Business" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer and the Guarantor, as the case may be. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer and the Guarantor, as the case may be, to be materially different from or worse than those expressed or implied by these forward-looking statements. Neither the Issuer nor the Guarantor do assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

This Prospectus should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer and of the Guarantor. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer or the Guarantor to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer or the Guarantor to a recipient hereof and thereof that such recipient should purchase any Notes.

This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The offer, sale and delivery of the Notes and the distribution of this Prospectus in certain jurisdictions are restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer to inform themselves about and to observe any such restrictions. In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to cer-

tain limited exceptions, the Notes may not be offered, sold or delivered within the United States of America ("**United States**") or to U.S. persons. For a further description of certain restrictions on offerings and sales of the Notes and distribution of this Prospectus (or of any part thereof) see "SUBSCRIPTION, SALE AND OFFER OF THE NOTES – Selling Restrictions."

In this Prospectus all references to "€", "**EUR**" or "**Euro**" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the Euro, as amended.

USE OF PROCEEDS

In connection with the offering of the Notes, the Issuer will receive net proceeds of approximately EUR 23,800,000. The Issuer intends to on-lend the net proceeds to the Guarantor. The net proceeds are intended to be used for the contemplated commencement of operations of the Ferratum Group in Germany and, insofar as the net proceeds are not required for this purpose, to finance its growth in other jurisdictions and for its general business purposes. The total expenses of the issue of the Notes are expected to amount to approximately EUR 1,100,000 to EUR 1,200,000.

INFORMATION ON THE GUARANTOR

Formation, registered office and duration

The Guarantor was established in Finland on 8 March 2005 under the business name “JT Family Holding Oy”, as a private limited liability company under Finnish law for an unlimited time. It is registered in the Finnish Trade Register under the business identity code 1950969-1. The Guarantor's business address is at Ratamestarinkatu 11A, 05200 Helsinki, Finland its phone number is +358 20 7411611.

Fiscal year

The fiscal year of the Guarantor is the calendar year.

Corporate object of JT Holding

According to section 2 of the Guarantor's Articles of Association its objects are to own securities and properties, trade in securities and serve as a service provider in the group offering subsidiaries, affiliated companies and other firms owned by the Guarantor financial and administrative services. Additionally, the Guarantor may engage in management consultation as well as provide training and consultancy services related to its field of activity.

Auditors

PricewaterhouseCoopers Oy Helsinki independent auditors, have audited the consolidated financial statements of the Guarantor for the fiscal years ended with 31. December 2011 and 31 December 2012 in accordance with accounting principles generally accepted in Finland and have issued an unqualified auditors' report. PricewaterhouseCoopers Oy are members of the Finnish Institute of Authorised Public Accountants (KHT-yhdistys).

Business Description

Overview

The Guarantor was first established in Helsinki, Finland at the beginning of 2005. Today, the Guarantor is one of the leading European providers of unsecured mobile consumer loans disbursed either via a highly-developed mobile phone solution or the internet.

The Guarantor is a privately held company, independent of any other business groups in the financial or commercial sector. The founder and current CEO, Mr. Jorma Jokela holds approximately 83 per cent. of the shares in the Guarantor.

Pontos Group holds approximately 10 per cent. of the shares in the Guarantor.

Within 7 years of operation, the Guarantor established its presence in 20 European and Asian Pacific countries and in most of them maintains a leading market share.

The Guarantor has developed a business model that, from its inception was intended to be an easy and transparent way to receive a micro-loan. The Guarantor has built its business model on customer friendly features with goals to have:

- The highest level of usability and personal customer service - through mobile, internet or a local partner
- The easiest application – convenient and hassle free
- The Fastest services based on an efficient processes
- A High level of confidentiality to help the customer avoid the feeling of “losing face”
- Small amounts so the customer can avoid problems from an over-extension of credit and short-term financing
- Fixed and transparent costs

The Guarantor's main assumption is that every consumer everywhere can get a micro-loan, but the prices shall reflect the lending risk and creditworthiness of the customer.

Identification & Credit scoring

The Guarantor's approach to identification and credit scoring balances the evaluation of the credit risk from the Guarantor's perspective with market acceptability from the customer's perspective.

The Guarantor's Group identification process is mainly based on (i) mobile technology (ii) online banking and (iii) face-to-face ID verification.

The Guarantor employs its own credit scoring model to rank potential and existing customers based on their credit risk. IT software for credit scorecard building and customer evaluation has been purchased from FICO Company (USA), the biggest and most experienced scoring software developer in the world.

Credit decisions regarding each customer are also combined with an assessment and estimation of credit losses at the global level of the Group. Keeping bad debts (credit losses) at an acceptable level allows the Guarantor to optimize the process of building its customer database. If the Guarantor is able to grant – on the basis of credit scorecards – a micro-loan to almost every customer the first time, it will be able to build the customer database and improve in the future its credit scores. For this reason, the Guarantor has established an accepted level of bad debts. Experience in the industry has demonstrated that countries perform better and more profitably as the market matures.

Credit scoring models allow the Guarantor to create customer default and risk profile. In order to strengthen credit scorecards, the Guarantor uses its own customer database, collection companies' databases and access to public databases – national bad debt registers, statistics databases and public tax databases if available.

To mitigate credit risk, the Guarantor uses the following methods:

- Risk-based pricing: Customers deemed more risky will have to pay a higher interest rate to respect the greater probability of default. The factors considered are credit rating, loan-to-value ratio, and estimated effect on yield (credit spread).
- Tightening: The Guarantor can reduce credit risk by reducing the amount of credit extended- either in total or to certain customers- in order to lessen credit risk by reducing payment terms from, for example, net 45 to net 30.
- Diversification: If the Guarantor faces a high degree of unsystematic credit risk related to some group of customers (concentration risk), it may reduce its risk by diversifying the customers' pools. The Guarantor classifies its customers into groups based on customer credit risk.

Delivery

The Guarantor delivers micro-loans to its customers through various methods. New customers can receive a micro-loan through multi-channels distribution which includes traditional money transfer to customer's bank account within 10 minutes or using partners (for example post offices or sales agents) also for delivering money to end customers. For existing customers, the mobile channel is the main distribution channel and money will be paid straight to customer's bank account.

The choice of distribution channel depends also vastly on characteristics of each country of operations.

Collection & Disposal

Collection processes vary by country depending on the legislation, customer database size and payment culture in the country. Mainly, collection is done by Guarantor's Group itself. The business uses a series of SMS messages, letters, and phone calls to encourage customers to pay. The collection method, number of communication attempts, and frequency are country specific. However, when it is economically justifiable, Ferratum also cooperates with external debt collection partners and outsources collection services. The external collection processes also differ across the countries (for instance, external collection may start 1 day after the due date, or 60 days after the due date, depending on country).

Bad debts also could be sold at any point in time to a third party. Bad debt selling decisions are made based on a cost-benefit analysis and are country specific.

Collection of cash from micro-loans includes risk of default which means that some customers may not repay their loans. The indicator of this risk is bad debt ratio, which is expressed as a percentage of bad debts to gross receivables.

Banking license

After having established itself as an industry leader in the consumer microloan sector, Ferratum decided to broaden the types of lending products it is able to offer to customers.

Entering the EU banking market requires a credit institution licence from a regulatory authority in an EU Member State.

The Guarantor's subsidiary in Malta applied for the credit institution application in 2011 and was granted a EU Credit Institution licence in September 2012 by the Malta Financial Services Authority. This credit institution licence represents a significant opportunity for the Guarantor to open up business in countries where a credit institution licence is required or may be required. Also, the credit institution activities elevate the existing level of trustworthiness; provide access to new external banking scoring databases, and offer options for taking in deposits to support the profitable growth of Guarantor.

After obtaining the credit institution licence, the Guarantor started to provide micro-loan services in certain EU Member States by providing cross-border services directly in those Member States. The Guarantor will use the current Group's presence in a number of EU Member States to carry out its micro-loan business via the bank entity.

Expansion in mobile credit to new geographies is the main benefit of the banking license aside from access to significant databases to further enhance scoring models. External changes are related to tightened legislation and economic development all over Europe. The Guarantor believes that its current experience obtained from the EU micro-loan markets supports extensively its banking activities.

IT Software

Operating a micro-loans business requires highly sophisticated software and enterprise grade infrastructure. The Guarantor has developed IT systems internally, but also in cooperation with global finance scoring software leader FICO (USA) and Microsoft. The technologies used are standard, modern and common for the financial services industry, i.e. PHP and Java running on MySQL and MS SQL.

I. Customer Service Platform (CSP)

CSP supports processing all loan applications for all products in a fully automated fashion (where possible) but also allows manual intervention where required. The first step in the process is customer identification and verification, i.e. when a customer applies for a loan – either through the Guarantor's web page, mobile application, or by SMS, depending on the country of operations – he/she has to provide a means of identification verification (e.g., banking e-Identification). After customer verification and the successive scoring calculation, customer service (or the system automatically) can approve the loan and transfer the funds to the customer's bank account. Communication with the customer takes place online and through SMS/email messages. The system fully integrated to the Guarantors Data warehouse (DWH) having access to immense amount of data and Decisions Engine (DE) being able to harness state-of-the-art decision models for Scoring/Pricing/CRM messaging and Collections.

II. Collection and CRM – customer service

The Guarantor has developed a new centralized scalable collection and CRM marketing tools in order to increase the efficiency of in-house collections and retention of existing clients. These tools are tightly integrated in a fully automated way with our CSP and AX/Ledger systems thus no manual interventions are necessary. Allocating right resources (a.k.a. collection scoring) for customers' accounts where payments are most likely to be increased through specific actions. In case of CRM right messaging combined with optimized offers to maximize the expected lifetime-value. These tools also send automatically all collection and CRM related communication and documentation (e.g. invoices, discount vouchers etc.). The tools are being integrated with an automated dialer system capable of (thru artificial intelligence) learning the optimal calling patterns amongst customers and customer service personnel to maximize the outcome.

III. Microsoft Dynamics (AX) Ledger and Accounting Platform

The Guarantor has implemented the Microsoft Dynamics (AX) general ledger system allowing real-time monitoring and follow-up of company finances. Microsoft Dynamics (AX) is the global ledger and accounting platform for all the Guarantors entities. The first version was taken into production already back in January 2012 and the roll-out to all countries is well under way, planning to complete this year.

IV. Hosting and Operations

The Guarantor has chosen COLT Switzerland as the primary hosting partner for all mission critical systems. This supplier fulfils tight security requirements from the banking sector (PMI compliant and ISO 9000) and the Guarantors core Front End and Back End applications for its banking operations are running in this environment. The physical servers are located in 2 redundant, highly secure data centres, in the Swiss mountains near Zurich. These systems host all our business critical databases and applications in a high available and secure environment. COLT and personnel from the Gurantors IT are both operating these systems 24x7. Our hosting providers also provide full back-up and recovery services in case of any disaster.

Market

Consumer credit can be defined as ‘money, goods or services provided to an individual in lieu of payment.’ Common forms of consumer credit include (i) mobile micro loans, (ii) payday-loans, (iii) unsecured consumer loans, (iv) pawn loans, (v) overdrafts, (vi) credit cards, (vii) retail finance, (viii) invoice financing, (ix) home lending, (x) microfinance/social lending and (xi) peer-to-peer lending.

Companies offering different types of consumer credit may be segmented by product offerings. Each segment’s products have specific characteristics that differ in distribution (e.g., via the Internet or mobile as with some microloan companies or via a “bricks and mortar” location as with pawn shops) and attributes of consumer credit (e.g., secured versus unsecured or duration of loan).

More specifically, characteristics differentiating consumer credit segments are the loan recipient’s credit record, duration of a loan, amount of a loan, typical interest rate, time required to receive a loan, retailer dependency, or product and sales channel.

Based on those characteristics, products are created in response to market demand and reflect the financial solvency, needs and creditworthiness of customers. Credit customers’ needs and preferences are the one of most important market drivers as they may prefer to use one or a few credit products from different segments at one time.

The micro-loans market is a part of the consumer credit market that represents microfinance. In emerging and developing countries, micro-loans refer to the provision of financial services to temporarily limited - income households and are widely seen as improving livelihoods, reducing vulnerability to economic, social, and political risks, and fostering social and economic empowerment. A situation, then, emerges in which many income constrained households have permanent access to an appropriate range of high quality financial credit service. In developed countries, micro-loans serve a similar function, but also are a fast way for the delivery of a small amount of money at one time without any as formal procedures (in comparison to formal procedures in a banking system). Guarantor’s customer surveys show that a typical customer has a steady income, but also has a temporary need for short-term financing between paydays.

Mobile micro loans are the youngest of consumer credit market segments. Mobile lending is a modern way of granting payday loans by utilising modern technologies, such as mobile telecommunications and the Internet, which enable fast, easy and anonymous service.

The Guarantor estimates the current market for mobile micro-loans in Europe to be around €12.7 billion. The industry may be evaluated as being in the start-up phase; however, in a few of the older markets (relative to the overall micro-loan market’s age), traditional characteristics of a mature market have started to appear.

The Nordics

Northern Europeans in general have adopted micro-loans as an acceptable option to finance short-term financial needs. With close to full household penetration for both internet and mobile phone access, Scandinavian markets have seen a huge credit expansion for short-term mobile micro-loans since their launch in 2005.

Currently, there are few companies operating across their “home country” borders. In addition to the Guarantor, major players include Finnish Riscicum Oyj that has been recently purchased by American Dollar Financial Corp. The markets have reached a point where the participants need to differentiate themselves for the customers. For instance, socially responsible lending and good environmental practices have recently been the differentiating factors between the different companies. Despite the fairly mature status of the Scandinavian market, mobile micro-lending is still growing steadily on an annual basis.

The Baltics

The Baltic states of Estonia, Latvia and Lithuania are home to many micro-loan companies, among them Credit24 and SMSCredit. The competition has increased since the first companies entered the market in 2006 and the product offerings have adapted to the changing environment. Although there are many similarities, the one notable difference between Scandinavia and the Baltics is the frequent use of loan prolonging in the Baltics (i.e., the extension of the loan term by paying a fixed fee).

Each of the three Baltic countries have their own characteristics and despite the relatively small population of the countries, the Baltics remain an important testing ground for many new products and market strategies for the Guarantor.

Eastern Europe

The Guarantor is currently operating in Poland, Czech Republic, Slovakia, Slovenia, Bulgaria and Croatia. These EU member countries have lower online penetration and less-developed banking systems when compared to Northern and Western Europe. It has created many opportunities for Guarantor to establish mobile micro-lending as a compelling choice for satisfying the consumers' needs for short-term financing.

Western Europe

Although all of the Western Europe countries are highly-developed nations with high Internet usage, they have a fairly underdeveloped consumer credit markets. Many micro-loan providers operate in the Western European markets, but most of them operate in a single country and none have the comparable Pan-European presence as the Guarantor. For example, the United Kingdom is home to many local providers of online micro-loans. The competitive landscape is very active with more than 80 market participants. The market potential remains significant in UK and some consolidation is expected. The Guarantor sees great potential in unharnessed continental Western European markets, incl. Germany, France and Italy. Entry barriers to these markets are very high and number of competitors remains low.

Strategy

Organic growth

Organic growth means growth in existing markets and at the structural and organisational levels. A significant part of growth in terms of revenue will be considered organic, since many countries are still either in the start-up phase where processes are being fine-tuned or in a growth phase where processes have been fully established and tested, but market penetration is still at a lower level.

New geographies / Growth through geographical expansion

The geographical expansion strategy of the Group is to implement the current microloan business model to new countries. Risks relating to the geographical expansion are limited as the Ferratum Group only makes incremental investments in such countries, mainly loan portfolio and marketing. Only if the initial investments are successful (as demonstrated by customer acquisition at an accepted price) additional investments are being made.

Any new country entrance is expected to reach market growth path from start-up to mature markets.

In 2013-2014, the Guarantor plans to continue expansion in Eastern Europe, Romania and continental Western Europe, including Germany.

Product variations / Growth through product expansion

The Guarantor plans to diversify its product portfolio with the goal to base products on the same processes, same systems and same scoring, but with a different marketing message and a different function.

Product variations are greatly leveraged by distribution channels build in geographical expansion phase. Product variations are intended to target new customer segments in existing countries of operation that may be related to the typical customer segment for microloans, but have characteristics that are different enough to provide a new customer base. Each new product is piloted in a preselected country or countries to gather data and test assumptions about the most important business parameters according to carefully planned statistical experimental designs. The launch of new products follows similar principles to geographical expansion in new business areas. Performance monitoring is also carried out at the product level.

At present, two new product variations are being scaled to countries. These are:

1. Consumer loans/PLUS loans – Loans are offered in higher amounts and repaid in instalments
2. Sales finance/FerBuy – Online checkout and payment option for online retailers and sales purchase finance for consumers. This product is currently tested at Czech Republic, Poland and Singapore and the Guarantor sees a huge potential in this product for the future.

Competition

The main characteristics of the EU consumer credit market and features of competitors are as follow:

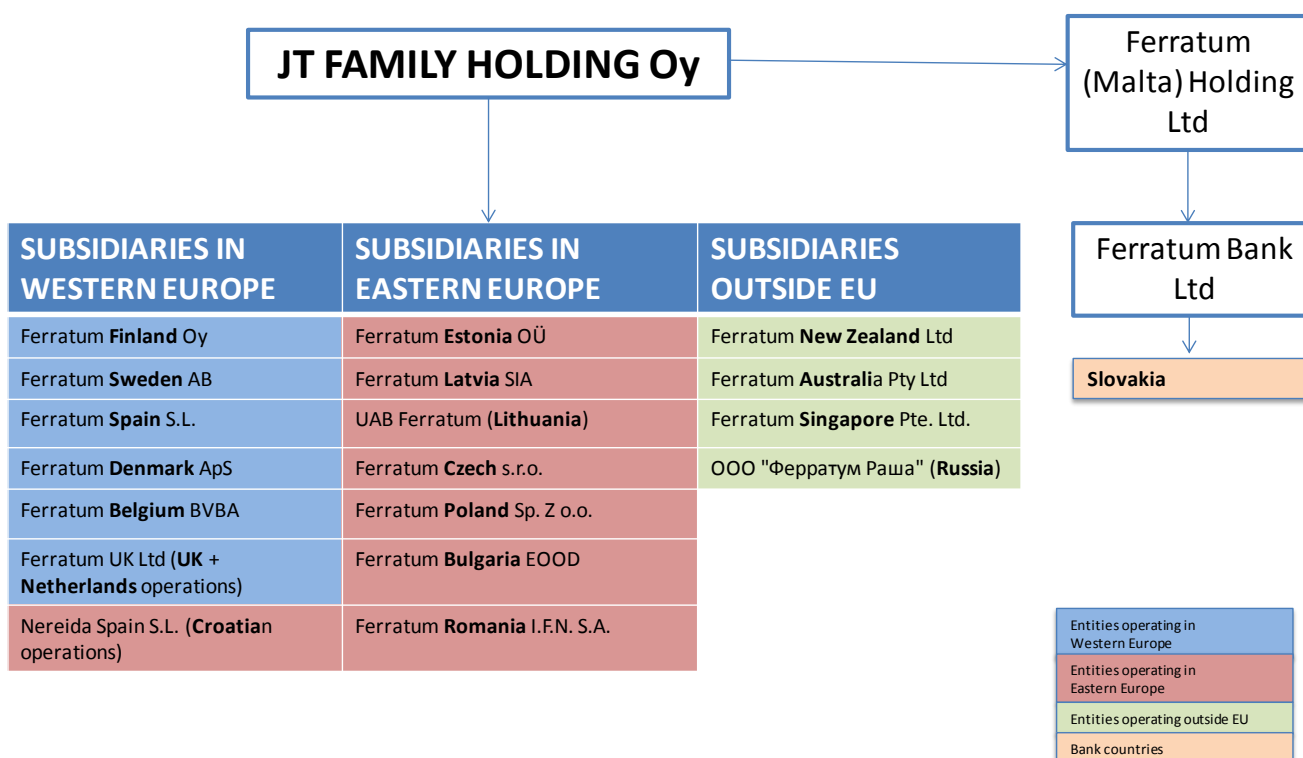
- **Fragmentation in the micro loans market**
 - Many new suppliers in the below EUR 200 market
 - Key competitors are small local microloan companies with limited database and international activities (i.e., operations only in 1-3 countries)
- **Multi-segment competition from larger consumer credit companies**
 - Companies offering loans of over EUR 1,000 often are operating in more than one country
 - Multiple services, such as payday loans and pawnbroking, may be provided
- **Provision of consumer financing by multinational finance companies**
 - Companies offering loans of over EUR 5,000 are often consumer finance divisions of large banks
 - They operate worldwide

Competition in the micro-loans consumer credit market has increased steadily as micro-loan products have become established as a reliable source of consumer financing.

Overview of the key competitors by amount of loans provided:

Region	< 500€ Credit Range	500€ - 2,000€ Credit Range	2,000€ - 5,000€ Credit Range	> 5,000€ Credit Range
Nordics	Mobillån	Folkia laina.fi	Ferratum Ostraha.fi	Ikano Bank Sofinco Santander
Baltics	Smsraha	Ferratum 4 Finance	MomentCredit Credit24	BigBank GE Money Bank Swedbank
Western Europe	VexCash	Ferratum	Wonga Creditplus Bank EasyCredit	norisbank Citibank Cetelem
Eastern Europe	Ferratum	Provident	Home Credit Tinkoff Credit Systems	KBC OAO Sberbank
Asia/Pacific	Ferratum	Nimble	Fair Go Finance	SMBC Consumer Finance

Major Subsidiaries and Organisational Structure as of September 2013



The Guarantor is the ultimate parent company of the Ferratum Group.

Investments

After the date of the last published financial statements, the Guarantor's Management board has decided to enter the new countries – Germany and Romania – in 2013. The actual opening of these two new markets is intended for the last quarter of 2013. Investments to facilitate these openings have been approved by the Management board and are sourced by free funds. The investments required to enter into these new jurisdictions will comprise, *inter alia*, investments in infrastructure required to set up the operations such as IT systems and office space. Further, investments in advertisements will be made.

Recent Developments and Outlook

Starting from Q1 2013, the Guarantor has decided to change its current business model in Europe. Instead of granting customer loans through domestic subsidiaries in each jurisdiction, the Guarantor has started providing its services on a cross-border basis utilizing Ferratum Bank Ltd. located in Malta. Ferratum Bank Ltd. has commenced to passport its banking licence to several EU Member States for this purpose.

The first subsidiary to start operations via the cross-border model was Slovakia (March 2013) and the second is Poland (September 2013).

Litigation and arbitration

As of the date of this Prospectus, the Guarantor is not and has not been in the past 12 months, party to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Guarantor is aware) which may have, or have had in the recent past, significant effects on its financial position or profitability.

Material Contracts

There are no material contracts that are entered into outside the ordinary course of business of the Guarantor that would result in any obligation or entitlement that is material to the Guarantor's ability to meet its obligations with respect to the Noteholders.

Executive Bodies of JT Holding

The Guarantor's Management Board consists of the following persons:

Name	Function	Activities outside the Guarantor which are relevant for the Guarantor
Jorma Jokela	CEO, Founder	n/a
Erik Ferm	Chairman	n/a
Lea Liigus	Board Member	n/a
Kai Becker	Board Member	n/a
Juhani Vanhala	Board Member	n/a

The members of the Guarantor's Management Board may be reached at the business address of the Guarantor.

Board of Directors

The Guarantor's Board of Directors consist of the following persons:

Name	Function	Activities outside the Guarantor which are relevant for the Guarantor
Jorma Jokela	CEO	n/a
Lea Liigus	Head of Legal and Compliance	n/a
Marko Tuominen	Head of Analysis	n/a
Saku Timonen	Regional Director, Western Europe	n/a
Cord Hoppe	Head of IT and Projects	n/a
Robert Cottingham	Head of Risk	n/a
Clemens Krause	Head of Finance	n/a
Sari Kauppi	Regional Director East	n/a

The members of the Board of Directors may be reached at the business address of the Guarantor.

Conflict of Interest

None of the members of the board of directors and the management board have declared that they have any interests outside the Guarantor which would conflict with the interests of the Guarantor.

Corporate Governance Code

The Guarantor fully complies with the Finnish corporate governance regime. The highest decision-making body of the Guarantor is its Shareholders' Meeting, which, *inter alia*, elects and dismisses the Management board members, approves the financial statements, decides on the dividend distribution, appoints the auditors.

The Guarantor does not have a formal audit committee since it is not required to have such committee by Finnish law. The Shareholders' Meeting approves the financial statements and appoints the auditors.

The Management Board of the Guarantor convenes on monthly bases and sets out the strategy of the Guarantor.

Share Capital

The share capital of the Guarantor amounts to EUR 10,000.00 and consists of 11.112 shares and is fully paid up. All the shares hold equal voting rights and equal rights to the distribution of profit. None of the shares issued have additional shareholder rights attached.

Major Shareholders

Approximately 83 per cent. of the shares in the Guarantor are held by Jorma Jokela. 10 per cent. of the shares are owned by the Pontos Group subsidiaries and the other approximately 7 per cent. of the shares are owned by minority shareholders who are either employees or management board members of the Guarantor. Mister Jorma Jokela directly controls the Guarantor as majority owner, he exercises his control in his function as Chief Executive Officer of the Guarantor and thus directly influences the business of the Guarantor.

Selected Financial Information

The selected historical key financial information of the Guarantor as of 30 June 2013 was taken from the unaudited interim condensed consolidated financial report of the Guarantor. The financial information as of 31 December 2011 and 31 December 2012 was taken from the Guarantor's audited annual reports for the financial years ending 31 December 2011 and 31 December 2012. All reports were prepared in accordance with the laws and regulations governing the preparation of the financial statements and the report of the Board of Directors in Finland.

	1 January 2013 – 30 June 2013	1 January 2012 – 30 June 2012	1 January 2012 – 31 December 2012	1 January 2011 – 31 December 2011
	in EUR			
Revenue	26,219,478.84	23,035,186.53	47,156,956.53	33,704,405.82
Operating profit	3,582,804.17	4,028,316.95	6,788,462.88	3,529,637.22
Profit after extraordinary items	2,186,672.10	2,870,742.23	5,392,259.28	1,930,780.67
Net cash flows from operating activities	3,633,651.72	3,637,906.92	13,337,603.09	5,301,614.29
Net cash flow from investing activities	-7,217,040.83	-8,944,071.69	-18,516,585.86	-14,490,787.48
Net cash flows from financing activities	5,813,348.75	2,602,989.44	2,409,499.56	13,091,798.59
Change in net cash flow	2,229,959.64	-2,703,175.33	-2,769,483	3,902,625.40
Total assets	46,782,307.24	37,301,007.99	41,470,711.37	31,926,299.22
Non-current liabilities	21,810,450.10	20,573,170.73	20,941,366.76	17,548,190.68
Current liabilities	10,405,510.86	5,019,485.79	6,794,631.10	7,534,475.66
Equity	14,238,867.59	11,468,350.99	13,404,544.40	6,667,769.52

Historical Financial Information

The Guarantor's Consolidated Financial Statements for the financial years ending on 31 December 2011 and 31 December 2012 and the respective audit opinion thereon are incorporated by reference into this Prospectus.

The aforementioned Consolidated Financial Statements for the fiscal years 2011 and 2012 have been prepared in accordance with accounting principles generally accepted in Finland.

The Unaudited Interim Condensed Consolidated Financial Statements of the Guarantor for the period beginning 1 January 2013 to 30 June 2013 have been prepared in accordance with accounting principles generally accepted in Finland and are incorporated by reference into this Prospectus.

INFORMATION ON THE ISSUER

Formation, registered office and duration

Ferratum Capital Germany GmbH ("**Ferratum**" or the "**Issuer**") was founded as a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of the Federal Republic of Germany by notarial deed on 16 August 2013 for an unlimited period of time. On 24 September 2013 Ferratum Capital Germany GmbH was entered into the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Berlin under HRB 152968. The business address of the Issuer is Mommsenstraße 71, 10629 Berlin, Federal Republic of Germany its phone number is +49 30 88715307.

Fiscal Year

The Issuer's fiscal year is the calendar year.

Corporate object of the Issuer

Pursuant to section 2 of the Issuer's articles of association the corporate purpose of the Issuer is the raising of debt capital through the issuance of bearer bonds and the granting of loans to other entities within the Ferratum Group.

Auditors

PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft ("**PwC**"), independent auditors, have audited in accordance with Section 317 of the German Commercial Code (*Handelsgesetzbuch*, HGB) and German generally accepted standards for the audit of financial statements promulgated by the Institute of Public Auditors in Germany (*Institut der Wirtschaftsprüfer in Deutschland e.V.*) the opening balance sheet dated as of 16 September 2013 of the Issuer. PwC is a member of the German Chamber of Public Accountants (*Wirtschaftsprüferkammer*).

Business Description

Overview

The Issuer was founded to provide liquid funds to finance the operations of the Group through, among others, the issuing of bonds and has currently no other business operations.

Organisational Structure

The Issuer is a wholly-owned subsidiary of JT Family Holding Oy and has no subsidiaries itself.

Recent Developments and Outlook

The Issuer was founded by notarial deed dated 16 August 2013 and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Berlin under registration number HRB 152968 as at 24 September 2013.

Investments

There is no firm decision of the Issuer's Board of Directors as regards material investments.

Legal and Arbitration Proceedings

As of the date of this Prospectus, the Issuer is not and has not been since the date of its incorporation, party to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had in the recent past, significant effects on its financial position or profitability.

Material Contracts

There are no material contracts that are entered into outside the ordinary course of business of the Issuer that would result in any obligation or entitlement that is material to the Issuer's ability to meet its obligations with respect to the Noteholders.

Executive Bodies

The Issuer's executive bodies are its directors (*Geschäftsführer*), its general shareholders' meeting and its supervisory board. The management of the Issuer is performed by one or more directors, section 5 paragraph 2 of its Articles of Association. The general shareholders' meeting (*Gesellschafterversammlung*), *inter alia*, approves the annual accounts and the use of the earnings. The tasks of the supervisory board are, *inter alia*, to audit the Issuer's annual accounts and to advise and supervise the board of directors.

Board of Directors

The Issuer is currently represented by one director who is Dr. Clemens Krause. Dr. Krause can be reached at the Issuer's business address. He is CFO of the Guarantor and performs no principal activities outside the Ferratum Group which are relevant for the Issuer.

Supervisory Board

The Issuer's Articles of Association provide in § 6 for the establishment of a supervisory board consisting of three members. The tasks of the supervisory board are, *inter alia*, to audit the Issuer's annual accounts and to advise and supervise the board of directors.

Current members of the Issuer's supervisory board are:

- Erik Ferm
- Lea Liigus
- Jorma Jokela

The members of the Issuer's supervisory board can be reached at the business address of the Issuer. The members of the Issuer's supervisory board do not perform any principal activities outside the Ferratum Group which are relevant for the Issuer.

Conflict of Interest

None of the members of the board of directors and the supervisory board have declared that they have any interests outside the Issuer which would conflict with the interests of the Issuer.

Board Practices

As of the date of the Prospectus, the Issuer has not established any committees or supervisory bodies.

Corporate Governance Code

The Issuer, as a privately held company, is not subject to public corporate governance standards.

Share Capital

The registered and fully paid up share capital of the Company is € 25,000.

Major Shareholders

The Issuer is a wholly-owned subsidiary of JT Family Holding Oy. JT Family Holding Oy directly holds all shares in the Issuer.

Selected Financial Information

The selected historical key financial information of the Issuer below as of 16 September 2013 was taken from the Issuer's audited opening balance sheet dated as of 16 September 2013, prepared in accordance with the provisions of the German Commercial Code (*Handelsgesetzbuch*; HGB):

Selected Financial Information	16 September 2013 in EUR
Bank balances	24,834.31
Total Assets	24,834.31
Capital subscribed for the purpose of founding the Issuer	25,000
Total Equity and Liabilities	24,834.31

Historical Financial Information

The opening balance sheet dated as of 16 September 2013 of the Issuer and the respective auditor's report are incorporated by reference into this Prospectus.

TERMS AND CONDITIONS

Anleihebedingungen

§ 1

WÄHRUNG, NENNBETRAG, FORM, BESTIMMTE DEFINITIONEN

(1) *Währung; Nennbetrag; Übertragung.* Diese Anleihe der Ferratum Capital Germany GmbH (die "**Emittentin**"), begeben am 21. Oktober 2013 (der "**Begebungstag**") im Gesamtnennbetrag von EUR 25.000.000 ist eingeteilt in 25.000 unter sich gleichberechtigte, auf den Inhaber lautende Schuldverschreibungen (die "**Schuldverschreibungen**") im Nennbetrag von je EUR 1.000 (die "**festgelegte Stückelung**").

(2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.

(3) *Dauerglobalurkunde.*

Die Schuldverschreibungen sind durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft. Die Dauerglobalurkunde trägt die Unterschriften zweier ordnungsgemäß bevollmächtigter Vertreter der Emittentin und ist von der Emissionsstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

(4) *Clearing System.* Die Globalurkunde, die die Schuldverschreibung verbrieft, wird von dem oder für das Clearing Systems verwahrt. "**Clearing System**" bedeutet folgendes: Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Deutschland sowie jeder Funktionsnachfolger.

(5) *Gläubiger von Schuldverschreibungen.* "**Gläubiger**" bedeutet jeder Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

§ 2

STATUS, NEGATIVVERPFLICHTUNG, Garantie und Negativverpflichtung der Garantin

(1) *Status.* Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

(2) *Negativverpflichtung.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausste-

Terms and Conditions

§ 1

CURRENCY, PRINCIPAL AMOUNT, FORM, CERTAIN DEFINITIONS

(1) *Currency; Principal Amount; Transfer.* This issue by Ferratum Capital Germany GmbH (the "**Issuer**") issued on 21 October 2013 (the "**Issue Date**") in the aggregate principal amount of EUR 25,000,000 is divided into 25,000 notes in the principal amount of EUR 1,000 (the "**Specified Denomination**") each payable to bearer and ranking *pari passu* with each other (the "**Notes**").

(2) *Form.* The Notes are being issued in bearer form.

(3) *Permanent Global Note.*

The Notes are represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Permanent Global Note shall be signed by two authorized signatories of the Issuer and shall be authenticated by or on behalf of the Fiscal Agent. Definitive notes and interest coupons will not be issued.

(4) *Clearing System.* The global note representing the Notes will be kept in custody by or on behalf of the Clearing System. "**Clearing System**" means the following: Clearstream Banking AG, Mergenthalerallee 61, 65760 Eschborn, Germany and any successor in such capacity.

(5) *Holder of Notes.* "**Holder**" means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

§ 2

STATUS, NEGATIVE PLEDGE, GUARANTEE AND NEGATIVE PLEDGE OF THE GUARANTOR

(1) *Status.* The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

(2) *Negative Pledge.* The Issuer undertakes, as long as any Notes are outstanding, but only up to the time all

hen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen, die gemäß den Schuldverschreibungen zu zahlen sind, der Hauptzahlstelle zur Verfügung gestellt worden sind, keine Grund- und Mobiliarpfandrechte, sonstige Pfandrechte oder sonstige dingliche Sicherungsrechte (jedes ein "**Sicherungsrecht**") in Bezug auf ihr gesamtes Vermögen oder Teile davon zur Besicherung von Kapitalmarktverbindlichkeiten (wie unten definiert) zu gewähren ohne gleichzeitig die Gläubiger gleichrangig an einem solchen Sicherungsrecht oder an einer solchen Garantie zu beteiligen oder ihnen ein gleichwertiges Sicherungsrecht oder eine gleichwertige Garantie zu gewähren. Diese Verpflichtung gilt jedoch nicht für zum Zeitpunkt des Erwerbs von Vermögenswerten bereits an solchen Vermögenswerten bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögenswerts bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht nach Erwerb des betreffenden Vermögenswertes erhöht wird.

Eine nach diesem Absatz (2) zu leistende Sicherheit kann auch zu Gunsten der Person eines Treuhänders der Gläubiger bestellt werden.

"**Kapitalmarktverbindlichkeit**" bezeichnet jede bestehende oder zukünftige Verbindlichkeit (gleich ob Kapital, Aufgeld, Zinsen oder andere Beträge) bezüglich Geldaufnahmen in Form von, oder verbrieft durch, Schuldverschreibungen, Anleihen oder ähnliche Wertpapiere, sofern sie an einer Börse oder einem anderen anerkannten und regulierten Wertpapiermarkt notiert sind oder gehandelt werden oder werden können oder Schuldscheindarlehen nach deutschem Recht mit einer Laufzeit von mehr als einem Jahr, sofern der zurückzuzahlende Betrag EUR 2.000.000 übersteigt. Von der Definition Kapitalmarktverbindlichkeiten sind solche Verbindlichkeiten ausgenommen, die aus der Verbriefung von Forderungen der Garantin aus Mikrodarlehen stammen.

(3) *Garantie und Negativverpflichtung der Garantin.* JT Family Holding Oy (die "**Garantin**") hat die unbedingte und unwiderrufliche Garantie (die "**Garantie**") für die ordnungsgemäße und pünktliche Zahlung von Kapital und Zinsen und sonstiger auf die Schuldverschreibungen zahlbarer Beträge übernommen. Die Garantin hat sich außerdem in einer Negativverpflichtung (die "**Garantennegativverpflichtung**") verpflichtet, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Hauptzahlstelle zur Verfügung gestellt worden sind, keine Sicherungsrechte in Bezug auf ihr gesamtes Vermögen oder Teile davon bzw. Garantien zur Sicherung von Kapitalmarktverbindlichkeiten zu gewähren und ihre Wesentlichen Tochtergesellschaften (wie unten definiert) zu veranlassen (es sei denn, dies ist rechtlich nicht möglich oder unzulässig), keine solchen Sicherungsrechte bzw.

amounts of principal and interest payable under the Notes have been placed at the disposal of the Principal Paying Agent, not to provide or maintain any mortgage, charge, pledge, lien or other form of encumbrance or *in rem* security interest (each a "**Security Interest**") over the whole or any part of its assets to secure any Capital Market Indebtedness (as defined below) without at the same time letting the Holders share *pari passu* in such Security Interest or guarantee or giving to the Holders an equivalent Security Interest or guarantee. This undertaking shall not apply with respect to any Security Interest existing on property at the time of the acquisition thereof, provided that such Security Interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such Security Interest is not increased subsequently to the acquisition of the relevant property.

Any security which is to be provided pursuant to this subsection (2) may also be provided to a person acting as trustee for the Holders.

"**Capital Market Indebtedness**" shall mean any present or future indebtedness (whether being principal, premium, interest or other amounts) in respect of borrowed money which is in the form of, or represented by, bonds, notes or any similar securities which are or are capable of being quoted, listed or traded on any stock exchange or other recognized and regulated securities market or certificates of indebtedness (*Schuldscheindarlehen*) governed by German law, with an original maturity of more than one year, where the repayable amount exceeds EUR 2,000,00, provided that obligations resulting from securitization of claims deriving from micro-loans rendered by the Guarantor shall not qualify as Capital Market Indebtedness.

(3) *Guarantee and Negative Pledge of the Guarantor.* JT Family Holding Oy (the "**Guarantor**") has given an unconditional and irrevocable guarantee (the "**Guarantee**") for the due and punctual payment of principal of, and interest on, and any other amounts payable under any Note. The Guarantor has further undertaken in a negative pledge (the "**Guarantor Negative Pledge**"), so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Principal Paying Agent, not to provide any Security Interest over the whole or any part of their assets or grant guarantees to secure any Capital Markets Indebtedness and to procure (unless this is legally impossible or illegal) that its Material Subsidiaries (as defined below) will provide Security Interests over their assets or grant guarantees to secure Capital Markets Indebtedness without at the same time letting the

Garantien für Kapitalmarktverbindlichkeiten zu gewähren, ohne gleichzeitig die Gläubiger gleichrangig an einem solchen Sicherungsrecht bzw. einer Garantie zu beteiligen oder ihnen ein gleichwertiges Sicherungsrecht oder eine gleichwertige Garantie zu gewähren; diese Verpflichtung gilt jedoch nicht für zum Zeitpunkt des Erwerbs von Vermögenswerten durch die Garantin bereits an solchen Vermögenswerten bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögenswerts bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht nach Erwerb des betreffenden Vermögenswertes erhöht wird.

Die Garantie und die Garantennegativverpflichtung stellen einen Vertrag zugunsten jedes Gläubigers als begünstigtem Dritten gemäß § 328 BGB dar, welcher das Recht jedes Gläubigers begründet, Erfüllung aus der Garantie und Garantennegativverpflichtung unmittelbar von der Garantin zu verlangen und die Garantie und Garantennegativverpflichtung unmittelbar gegen die Garantin durchzusetzen.

"Wesentliche Tochtergesellschaften" bezeichnet die folgenden Gesellschaften: Ferratum Finland Oy, Helsinki, Ferratum Estonia OÜ, Estonia, Ferratum Latvia SIA, Latvia, Ferratum Sweden AB, Sweden, Ferratum Czech s.r.o., Czech, Ferratum Spain SL, Spain, Ferratum Denmark ApS, Denmark, Ferratum UK Ltd, Great Britain, Global Guarantee OÜ, Estonia, Ferratum Bank Limited, Malta, Swespar AB, Sweden.

§ 3 ZINSEN

(1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihre festgelegte Stückelung verzinst, und zwar vom 21. Oktober 2013 (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) mit jährlich 8,00 %. Die Zinsen sind nachträglich am 21. Oktober eines jeden Jahres zahlbar (jeweils ein **"Zinszahlungstag"**). Der erste Zinszahlungstag ist der 21. Oktober 2014.

(2) *Auflaufende Zinsen.* Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen.¹

¹Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

Holder share *pari passu* in such Security Interest or giving to the Holders an equivalent Security Interest or guarantee, provided, however, that this undertaking shall not apply with respect to any Security Interest existing on property at the time of the acquisition thereof by the Guarantor, provided that such Security Interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such Security Interest is not increased subsequently to the acquisition of the relevant property.

The Guarantee and Guarantor Negative Pledge constitutes a contract for the benefit of the Holders from time to time as third party beneficiaries in accordance with § 328 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*), giving rise to the right of each Holder to require performance of the Guarantee and Guarantor Negative Pledge directly from the Guarantor and to enforce the Guarantee and Guarantor Negative Pledge directly against the Guarantor.

"Material Subsidiaries" means the following entities: Ferratum Finland Oy, Helsinki, Ferratum Estonia OÜ, Estonia, Ferratum Latvia SIA, Latvia, Ferratum Sweden AB, Sweden, Ferratum Czech s.r.o., Czech, Ferratum Spain SL, Spain, Ferratum Denmark ApS, Denmark, Ferratum UK Ltd, Great Britain, Global Guarantee OÜ, Estonia, Ferratum Bank Limited, Malta, Swespar AB, Sweden.

§ 3 INTEREST

(1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their Specified Denomination at the rate of 8.00 per cent. *per annum* from (and including) 21 October 2013 to (but excluding) the Maturity Date (as defined in § 5(1)). Interest shall be payable in arrear on 21 October in each year (each such date, an **"Interest Payment Date"**). The first Interest Payment Date shall be 21 October 2014.

(2) *Accrual of Interest.* If the Issuer shall fail to redeem the Notes when due, interest shall continue to accrue beyond the due date until the actual redemption of the Notes at the default rate of interest established by law.¹

¹The default rate of interest established by law is five percentage points above the basic rate of interest published by Deutsche Bundesbank from time to time; §§ 288(1), 247(1) German Civil Code (*Bürgerliches Ge-*

setzbuch, BGB).

(3) *Berechnung der Zinsen für Teile von Zeiträumen.* Sofern Zinsen für einen Zeitraum von weniger als einem Jahr zu berechnen sind, erfolgt die Berechnung auf der Grundlage des Zinstagequotienten (wie nachstehend definiert).

"**Zinstagequotient**" bezeichnet im Hinblick auf die Berechnung eines Zinsbetrages auf eine Schuldverschreibung für einen beliebigen Zeitraum (der "**Zinsberechnungszeitraum**") die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch die tatsächliche Anzahl von Tagen in der jeweiligen Zinsperiode.

§ 4 ZAHLUNGEN

(1) *Zahlungen von Kapital und Zinsen.* Zahlungen von Kapital und Zinsen in Bezug auf die Schuldverschreibungen erfolgen nach Maßgabe des nachstehenden Absatzes (2) an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems.

(2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften erfolgen zu leistende Zahlungen auf die Schuldverschreibungen in Euro.

(3) *Erfüllung.* Die Emittentin wird durch Leistung der Zahlung an das Clearing System oder dessen Order von ihrer Zahlungspflicht befreit.

(4) *Zahltag.* Fällt der Fälligkeitstag einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Zahltag ist, dann hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Zahltag. Der Gläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet "**Zahltag**" einen Tag, der ein Tag (außer einem Samstag oder Sonntag) ist, an dem das Clearing System sowie alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("**TARGET**") betriebsbereit sind, um die betreffende Zahlung weiterzuleiten.

(5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen, den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen sowie jeden Aufschlag und sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf

(3) *Calculation of Interest for Partial Periods.* If interest is required to be calculated for a period of less than a full year, such interest shall be calculated on the basis of the Day Count Fraction (as defined below).

"**Day Count Fraction**" means with regard to the calculation of interest on any Note for any period of time (the "**Calculation Period**") the actual number of days in the Calculation Period divided by the actual number of days in the respective interest period.

§ 4 PAYMENTS

(1) *Payment of Principal and Interest.* Payment of principal and interest in respect of Notes shall be made, subject to subparagraph (2) below, to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.

(2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in euro.

(3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.

(4) *Payment Business Day.* If the date for payment of any amount in respect of any Note is not a Payment Business Day then the Holder shall not be entitled to payment until the next such day and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, "**Payment Business Day**" means any day which is a day (other than a Saturday or a Sunday) on which the Clearing System as well as all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) ("**TARGET**") are operational to forward the relevant payment.

(5) *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes, the Early Redemption Amount of the Notes and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional

die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen.

(6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Zins- oder Kapitalbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Soweit eine solche Hinterlegung erfolgt, und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.

§ 5 RÜCKZAHLUNG

(1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 21. Oktober 2018 (der "**Fälligkeitstag**") zurückgezahlt. Der Rückzahlungsbetrag in Bezug auf jede Schuldverschreibung entspricht der festgelegten Stückelung der Schuldverschreibungen zuzüglich aller bis zum Fälligkeitstag aufgelaufener und noch nicht gezahlter Zinsen.

(2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen gegenüber der Hauptzahlstelle und gegenüber den Gläubigern vorzeitig gekündigt und zum Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin oder eine Garantin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die Schuldverschreibungen begeben werden, wirksam) am nächstfolgenden Zinszahlungstag (wie in § 3 Absatz (1) definiert) zur Zahlung von zusätzlichen Beträgen (wie in § 7 dieser Bedingungen definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin oder einer Garantin zur Verfügung stehender Maßnahmen vermieden werden kann.

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin oder die Garantin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann

Amounts which may be payable under § 7.

(6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.

§ 5 REDEMPTION

(1) *Final Redemption.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on 21 October 2018 (the "**Maturity Date**"). The Final Redemption Amount in respect of each Note shall be its Specified Denomination and any unpaid interest, accrued until the Maturity Date.

(2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Germany or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the Notes were issued, the Issuer or a Guarantor is required to pay Additional Amounts (as defined in § 7 herein) on the next succeeding Interest Payment Date (as defined in § 3(1)), and this obligation cannot be avoided by the use of reasonable measures available to the Issuer or a Guarantor, as the case may be, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Principal Paying Agent and to the Holders, at the principal amount together with interest accrued to the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such

fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 13 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

(3) *Vorzeitige Rückzahlung bei Kontrollwechsel.*

Tritt ein Kontrollwechsel (wie nachstehend definiert) ein (ein "**Rückzahlungsereignis**"), hat jeder Gläubiger das Recht (sofern nicht die Emittentin, bevor die nachstehend beschriebene Rückzahlungsmitteilung gemacht wird, die Rückzahlung der Schuldverschreibungen nach § 5 Absatz 2 angezeigt hat), die Rückzahlung seiner Schuldverschreibungen durch die Emittentin zum Nennbetrag, zuzüglich aufgelaufener Zinsen bis zum Wahl-Rückzahlungstag (ausschließlich), zu verlangen.

Für Zwecke dieses Wahlrechts:

Gilt ein "**Kontrollwechsel**" jedes Mal als eingetreten, wenn (i) Jorma Jokela die direkte oder indirekte Kontrolle über die Garantin verliert oder weniger als 50 % des Aktienkapitals der Garantin plus eine Aktie hält, (ii) eine neue Eigenkapitalemission, die dazu führt, dass Jorma Jokela aufgrund der Verwässerung des Aktienkapitals der Garantin weniger als 35% plus eine Stimme in der Hauptversammlung der Emittentin hält oder (iii) die Garantin die direkte oder indirekte Kontrolle über die Emittentin verliert oder weniger als 50,1 % des Stammkapitals hält.

Ist der "**Wahl-Rückzahlungstag**" der siebte Tag nach dem letzten Tag des Rückzahlungszeitraums.

Sofort nachdem die Emittentin von einem Rückzahlungsereignis Kenntnis erlangt, wird die Emittentin den Gläubigern gemäß § 13 Mitteilung vom Rückzahlungsereignis machen (eine "**Rückzahlungsmitteilung**"), in der die Umstände des Rückzahlungsereignisses sowie das Verfahren für die Ausübung des in diesem § 5 Absatz 3 genannten Wahlrechts angegeben sind

Zur Ausübung dieses Wahlrechts muss der Gläubiger während der normalen Geschäftsstunden innerhalb eines Zeitraums (der "**Rückzahlungszeitraum**") von 45 Tagen nach Veröffentlichung der Rückzahlungsmitteilung eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung bei der angegebenen Niederlassung der Emissionsstelle einreichen (die

notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § 13. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer so to redeem.

(3) *Early Redemption upon occurrence of a Change of Control.*

If there occurs a Change of Control (as defined below) (a "**Put Event**"), each Holder will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice to redeem the Notes in accordance with § 5(2)) to require the Issuer to redeem the Notes held by him on the Optional Redemption Date at its principal amount together with interest accrued to but excluding the Optional Redemption Date.

For purposes of this option:

A "**Change of Control**" shall be deemed to have occurred at each time that (i) Jorma Jokela loses direct or indirect control over the Guarantor or holds less than 50% of shares plus one share in the Guarantor's share capital or (ii) a new equity issue, understood as Jorma Jokela holding less than 35% of the Guarantor's share capital, meaning the right to less than 35% plus one vote at the Guarantor's General Assembly as a result of dilution of the Guarantor's share capital; or (iii) the Guarantor loses direct or indirect control over the Issuer or holds less than 50.1% of the Issuer's ordinary capital (*Stammkapital*).

The "**Optional Redemption Date**" is the seventh day after the last day of the Put Period.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Holders in accordance with § 13 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the option set out in this § 5 (3).

In order to exercise such option, the Holder must submit during normal business hours at the specified office of the Fiscal Agent a duly completed option exercise notice (the "**Exercise Notice**") in the form available from the specified office of the Fiscal Agent within the period (the "**Put Period**") of 45 days after a Put Event Notice is given. No option so exercised may be

"**Ausübungserklärung**"), die in ihrer jeweils maßgeblichen Form bei der angegebenen Niederlassung der Emissionsstelle erhältlich ist. Ein so ausgeübtes Wahlrecht kann nicht ohne vorherige Zustimmung der Emittentin widerrufen oder zurückgezogen werden.

revoked or withdrawn without the prior consent of the Issuer.

(4) *Vorzeitige Rückzahlung bei geringem ausstehenden Nennbetrag.* Wenn 80 % oder mehr des Nennbetrags der dann ausstehenden Schuldverschreibungen gemäß § 5 Absatz 3 zurückgezahlt oder zurückerworben wurde, ist die Emittentin berechtigt, nach vorheriger Bekanntmachung, die innerhalb von 30 Tagen nach dem Wahl-Rückzahlungstag erfolgen muss, gegenüber den Gläubigern mit einer Frist von mindestens 30 und höchstens 60 Tagen nach ihrer Wahl alle ausstehenden Schuldverschreibungen zum Nennbetrag zuzüglich bis zum Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurück zu zahlen.

(4) *Early Redemption at minor Principal Amount.* If 80 per cent. or more in principal amount of the Notes then outstanding have been redeemed or purchased pursuant to the provisions of this § 5(3), the Issuer may, on not less than 30 or more than 60 days' notice to the Holders given within 30 days after the Optional Redemption Date, redeem, at its option, the remaining Notes as a whole at a redemption price of the principal amount thereof plus interest accrued to but excluding the date of such redemption.

§ 6

DIE HAUPTZAHLSTELLE UND DIE ZAHLSTELLE

(1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Hauptzahlstelle und deren bezeichnete Geschäftsstellen lauten wie folgt:

Hauptzahlstelle: biw Bank für Investments und Wertpapiere AG
Hausbroicher Straße 222
47877 Willich

Die Hauptzahlstelle behält sich das Recht vor, jederzeit ihre bezeichnete Geschäftsstelle durch eine andere Geschäftsstelle in derselben Stadt zu ersetzen. Eine solche Änderung ist den Gläubigern unverzüglich nach § 13 anzuzeigen.

(2) *Änderung der Bestellung oder Abberufung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Hauptzahlstelle zu ändern oder zu beenden und eine andere Hauptzahlstelle oder zusätzliche Zahlstellen zu bestellen. Die Emittentin wird eine Hauptzahlstelle unterhalten solange die Schuldverschreibungen ausstehen. Eine Änderung, Abberufung, Bestellung oder ein sonstiger Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 13 vorab unter Einhaltung einer Frist von mindestens 30 und nicht mehr als 45 Tagen informiert wurden.

(3) *Erfüllungsgehilfe(n) der Emittentin.* Die Hauptzahlstelle handelt ausschließlich als Erfüllungsgehilfe der Emittentin und übernimmt keinerlei Verpflichtungen gegenüber den Gläubigern und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihr und den Gläubigern begründet.

§ 6

THE PRINCIPAL PAYING AGENT AND THE PAYING AGENT

(1) *Appointment; Specified Office.* The initial Principal Paying Agent and its initial specified offices shall be:

Principal Paying Agent biw Bank für Investments und Wertpapiere AG
Hausbroicher Straße 222
47877 Willich

The Principal Paying Agent reserves the right at any time to change its specified office to some other office in the same city. Notice of such change shall be given to the Holders in accordance with § 13 without undue delay.

(2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Principal Paying Agent and to appoint another Principal Paying Agent or additional Paying Agents. The Issuer shall for so long as the Notes are outstanding maintain a Principal Paying Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 13.

(3) *Agent of the Issuer.* The Principal Paying Agent acts solely as the agent of the Issuer and does not assume any obligations towards or relationship of agency or trust for any Holder.

§ 7
STEUERN

Sämtliche auf die Schuldverschreibungen zu zahlenden Beträge sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde der oder in der Bundesrepublik Deutschland auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. Ist ein solcher Einbehalt gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Gläubigern empfangen worden wären; die Verpflichtung zur Zahlung solcher zusätzlicher Beträge besteht jedoch nicht im Hinblick auf Steuern und Abgaben, die:

(a) von einer als Depotbank oder Inkassobeauftragter des Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin aus den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Abzug oder Einbehalt vornimmt; oder

(b) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur Bundesrepublik Deutschland zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

(c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder

(d) aufgrund einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung von Kapital oder Zinsen oder, wenn dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird; oder

(e) von einer Zahlstelle einbehalten oder abgezogen werden, wenn die Zahlung von einer anderen

§ 7
TAXATION

All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of the Federal Republic of Germany or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Issuer will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:

(a) are payable by any person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it, or

(b) are payable by reason of the Holder having, or having had, some personal or business connection with the Federal Republic of Germany and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany, or

(c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding, or

(d) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later, or

(e) are withheld or deducted by a paying agent from a payment if the payment could have been made

Zahlstelle ohne den Einbehalt oder Abzug hätte vorgenommen werden können.

**§ 8
VORLEGUNGSFRIST**

Die in § 801 Absatz 1 Satz 1 BGB bestimmte Vorlegungsfrist wird für die Schuldverschreibungen auf zehn Jahre verkürzt.

**§ 9
KÜNDIGUNG**

(1) *Kündigungsgründe.* Jeder Gläubiger ist berechtigt, seine Schuldverschreibung zu kündigen und deren sofortige Rückzahlung zu ihrem Nennbetrag zuzüglich (etwaiger) bis zum Tage der Rückzahlung aufgelaufener Zinsen zu verlangen, falls:

(a) *Nichtzahlung:* die Emittentin auf die Schuldverschreibungen zahlbares Kapital oder Zinsen nicht innerhalb von 15 Tagen nach dem betreffenden Fälligkeitsdatum zahlt; oder

(b) *Verletzung einer sonstigen Verpflichtung:* die Emittentin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen oder die Garantin die Erfüllung einer Verpflichtung aus der Garantie unterlässt und diese Unterlassung länger als 45 Tage fort dauert, nachdem die Hauptzahlstelle hierüber eine Benachrichtigung von einem Gläubiger erhalten hat; oder

(c) *Drittverzugs Klausel:* (i) eine andere Kapitalmarktverbindlichkeit der Emittentin, der Garantin oder der Wesentlichen Tochtergesellschaft bei Fälligkeit bzw. nicht innerhalb von 20 Tagen, oder, falls länger, nach Ablauf einer etwaigen Nachfrist nicht bezahlt wird, oder (ii) eine Kapitalmarktverbindlichkeit der Emittentin, der Garantin oder der Wesentlichen Tochtergesellschaft aus einem anderen Grund vor dem vorgesehenen Fälligkeitstermin aufgrund des Vorliegens einer Nichterfüllung oder eines Verzuges (unabhängig davon, wie eine solche bzw. ein solcher definiert ist) vorzeitig fällig gestellt oder anderweitig vorzeitig fällig wird, oder (iii) die Emittentin, die Garantin oder die Wesentliche Tochtergesellschaft einen Betrag, der unter einer bestehenden oder zukünftigen Garantie oder Gewährleistung im Zusammenhang mit einer Kapitalmarktverbindlichkeit zu zahlen ist, bei Fälligkeit oder innerhalb von 20 Tagen oder, falls länger, der zutreffenden Nachfrist nicht zahlt, jeweils vorausgesetzt, dass der Gesamtbetrag der betreffenden Kapitalmarktverbindlichkeit, bezüglich derer eines oder mehrere der in diesem Absatz (c) genannten Ereignisse eintritt, mindestens dem Betrag von EUR 5.000.000 (oder dessen entsprechenden Gegenwert in einer oder mehreren anderen Währung(en)) entspricht oder die-

by another paying agent without such withholding or deduction.

**§ 8
PRESENTATION PERIOD**

The presentation period provided in § 801 paragraph 1, sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) is reduced to ten years for the Notes.

**§ 9
EVENTS OF DEFAULT**

(1) *Events of default.* Each Holder shall be entitled to declare his Notes due and demand immediate redemption thereof at par plus accrued interest (if any) to the date of repayment, in the event that

(a) *Non-Payment:* the Issuer fails to pay principal or interest due on the Notes within 15 days after the relevant due date, or

(b) *Breach of other Obligation:* the Issuer fails to duly perform any other obligation arising from the Notes or the Guarantor fails to perform any obligation arising from the Guarantee and such failure continues unremedied for more than 45 days after the Principal Paying Agent has received notice thereof from a Holder, or

(c) *Cross-Default:* (i) any other Capital Market Indebtedness of the Issuer, the Guarantor or the Material Subsidiary is not paid when due or, as the case may be, within 20 days or, if longer, any originally applicable grace period or (ii) any Capital Market Indebtedness of the Issuer, the Guarantor or the Material Subsidiary is declared to be or otherwise becomes due and payable prior to its specified maturity for reason of the occurrence of an event of default (howsoever defined), or (iii) the Issuer, the Guarantor or the Material Subsidiary fails to pay when due or, as the case may be, within 20 days or, if longer, any applicable grace period any amount payable by it under any present or future guarantee or indemnity for any Capital Market Indebtedness when due or, provided in each case that the relevant aggregate amount of all such Capital Market Indebtedness in respect of which one or more of the events mentioned above in this paragraph (c) has or have occurred equals or exceeds EUR 5,000,000 or its equivalent in any other currency;

sen übersteigt;

(d) *Zahlungseinstellung*: die Emittentin, die Garantin oder eine ihrer Wesentlichen Tochtergesellschaften ihre Zahlungsunfähigkeit bekannt gibt oder ihre Zahlungen allgemein einstellt; oder

(e) *Insolvenz u.ä.*: ein Gericht ein Insolvenzverfahren gegen die Emittentin, die Garantin oder ihre Wesentliche Tochtergesellschaft eröffnet, oder die Emittentin, die Garantin oder ihre Wesentliche Tochtergesellschaft ein solches Verfahren einleitet oder beantragt oder eine allgemeine Schuldenregelung zu Gunsten ihrer Gläubiger anbietet oder trifft, oder ein Dritter ein Insolvenzverfahren gegen die Emittentin, die Garantin oder ihre Wesentliche Tochtergesellschaft beantragt und ein solches Verfahren nicht innerhalb einer Frist von 60 Tagen aufgehoben oder ausgesetzt worden ist; oder

(f) *Liquidation*: die Emittentin, die Garantin oder ihre Wesentliche Tochtergesellschaft in Liquidation tritt (es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung, sofern die andere oder neue Gesellschaft oder gegebenenfalls die anderen neuen Gesellschaften im Wesentlichen alle Aktiva und Passiva der Emittentin, der Garantin oder ihrer Wesentlichen Tochtergesellschaft übernimmt oder übernehmen); oder

(g) *Abberufung von Jorma Jokela*: Jorma Jokela wird während der Laufzeit der Schuldverschreibungen als Managing Director der Garantin abberufen oder tritt zurück; oder

(h) *Dividendenzahlung*: die Garantin schüttet vor Fälligkeit der Schuldverschreibungen Dividenden in einer Höhe von mehr als 20% ihres jährlichen Nettogewinns aus; oder

(i) *Darlehensvergabe*: die Emittentin oder die Garantin oder jedwede andere Gesellschaft der Ferratum Group, mit Ausnahme solcher Konzerngesellschaft, die eine Banklizenz besitzen, vergeben ein Darlehen (außer Bankeinlagen) in einem Gesamtvolumen von mehr als EUR 2 Millionen, wobei Mikrodarlehen, im Rahmen des Kerngeschäfts der Ferratum Group außer Betracht bleiben sollen; oder

(j) *Veräußerung von Vermögenswerten*: die Emittentin oder die Garantin oder jedwede andere Gesellschaft der Ferratum Group führen Transaktionen aus, bei denen im Wege einer einzelnen Transaktion oder mehrerer Transaktionen ein Vermögensgegenstand oder mehrere Vermögensgegenstände mit einem Marktwert von EUR 2 Millionen oder mehr veräußert und nicht durch Vermögensgegenstände in einem

(d) *Cessation of Payment*: the Issuer, the Guarantor or its Material Subsidiary announces its inability to meet its financial obligations or ceases its payments generally; or

(e) *Insolvency etc.*: a court opens insolvency proceedings against the Issuer, the Guarantor or its Material Subsidiary or the Issuer, the Guarantor or its Material Subsidiary applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or a third party applies for insolvency proceedings against the Issuer, the Guarantor or its Material Subsidiary and such proceedings are not discharged or stayed within 60 days, or

(f) *Liquidation*: the Issuer, the Guarantor or its Material Subsidiary enters into liquidation (except in connection with a merger or other form of combination with another company or in connection with a reconstruction and such other or new company or, as the case may be, companies effectively assume substantially all of the assets and liabilities of the Issuer, the Guarantor or its Material Subsidiary), or

(g) *Dismissal of Jorma Jokela*: Jorma Jokela is dismissed or resigns as Managing Director of the Guarantor within the Bond maturity period; or

(h) *Dividend payment*: the Guarantor pays out a dividend in an amount exceeding 20% of its annual net profit until redemption of all Bonds; or

(i) *Provision of Loans*: the Issuer or Guarantor or any entity from the Ferratum Group, excluding the entities having a certified banking license, gives a loan (other than bank deposits), except for a giving a micro-loan being the core business of the Ferratum Group, the total value of which exceeds EUR 2 million; or

(j) *Disposal of Assets*: the Issuer, the Guarantor or any other member of the Ferratum Group execute transactions, where under a single transaction or several transactions they sell a part of their assets and the total amount for which a given element of assets is sold varies from market value by an amount of at least EUR 2 million and the asset(s) sold are not replaced with another asset (other assets) of the same or similar

vergleichbaren Wert ersetzt werden; oder

(k) *Erlöschen der Garantie*: die Garantie nicht länger rechtswirksam und bindend ist (ausgenommen als Folge einer Verschmelzung der Garantin mit der Emittentin) oder die Garantin ihre Verpflichtungen aus der Garantie nicht erfüllt.

Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.

(2) *Benachrichtigung*. Eine Benachrichtigung, einschließlich einer Kündigung der Schuldverschreibungen gemäß Absatz (1) ist schriftlich in deutscher oder englischer Sprache gegenüber der Hauptzahlstelle zu erklären zusammen mit dem Nachweis durch eine Bescheinigung der Depotbank (wie in § 14 Absatz (3) definiert) oder in einer anderen geeigneten Weise, dass der Benachrichtigende zum Zeitpunkt der Benachrichtigung ein Gläubiger der betreffenden Schuldverschreibung ist und persönlich oder per Einschreiben an dessen bezeichnete Geschäftsstelle zu übermitteln.

§ 10 ERSETZUNG

(1) *Ersetzung*. Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Gläubiger ein mit der Emittentin verbundenes Unternehmen (wie unten definiert), an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:

(a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;

(b) die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten hat und berechtigt ist, an die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in der festgelegten Währung zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

(c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben oder behördlichen Lasten freizustellen, die einem Gläubiger bezüglich der Ersetzung auferlegt werden;

(d) die Garantin eine Garantie zugunsten der Anleihegläubiger für Verbindlichkeiten der Nachfol-

market value; or

(k) *Expiration of the Guarantee*: the Guarantee cease to be legally valid and binding (other than as a result of a merger of the Guarantor with the Issuer) or the Guarantor fails to fulfil its obligations under the Guarantee.

The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.

(2) *Notice*. Any notice, including any notice declaring Notes due, in accordance with subparagraph (1) shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the specified office of the Principal Paying Agent together with a proof that such notifying Holder at the time of such notice is a holder of the relevant Notes by means of a statement of his Custodian (as defined in § 14(3)) or any other appropriate manner.

§ 10 SUBSTITUTION

(1) *Substitution*. The Issuer may, without the consent of the Holders, if no payment of principal or of interest on any of the Notes is in default, at any time substitute for the Issuer any Affiliate (as defined below) of the Issuer as principal debtor in respect of all obligations arising from or in connection with this issue (the "**Substitute Debtor**") provided that:

(a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;

(b) the Substitute Debtor has obtained all necessary authorisations and may transfer to the Principal Paying Agent in the currency required and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;

(c) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;

(d) the Guarantor has granted a guarantee for the benefit of the Noteholders guaranteeing the obligations

geschuldnerin unter den Schuldverschreibungen abgegeben hat; und

(e) der Hauptzahlstelle jeweils eine Bestätigung bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt wird, dass die Bestimmungen in den vorstehenden Unterabsätzen (a), (b), (c) und (d) erfüllt wurden.

Für die Zwecke dieses § 10 bedeutet "**verbundenes Unternehmen**" ein verbundenes Unternehmen im Sinne von § 15 Aktiengesetz.

(2) *Bekanntmachung.* Jede Ersetzung ist gemäß § 13 bekannt zu machen.

(3) *Änderung von Bezugnahmen.* Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung Folgendes:

In § 7 und § 5 Absatz (2) gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).

§ 11 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN UND ANKAUF

(1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit gleicher Ausstattung (gegebenenfalls mit Ausnahme des Tags der Begebung, des Verzinsungsbeginns und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.

(2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Hauptzahlstelle zwecks Entwertung eingereicht werden.

of the Substitute Debtor under the Notes; and

(e) there shall have been delivered to the Principal Paying Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that subparagraphs (a), (b), (c) and (d) above have been satisfied.

For purposes of this § 10, "**Affiliate**" shall mean any affiliated company (*verbundenes Unternehmen*) within the meaning of § 15 of the German Stock Corporation Act (*Aktiengesetz*).

(2) *Notice.* Notice of any such substitution shall be published in accordance with § 13.

(3) *Change of References.* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

In § 7 and § 5(2) an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.

§ 11 FURTHER ISSUES AND PURCHASES

(1) *Further Issues.* The Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date, interest commencement date and/or issue price) so as to form a single Series with the Notes.

(2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Principal Paying Agent for cancellation.

§ 12
**ÄNDERUNG DER ANLEIHEBEDINGUNGEN,
GEMEINSAMER VERTRETER, ÄNDERUNG
DER GARANTIE**

(1) *Änderung der Anleihebedingungen.* Die Gläubiger können entsprechend den Bestimmungen des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (*Schuldverschreibungsgesetz – "SchVG"*) durch einen Beschluss mit der in Absatz 2 bestimmten Mehrheit über einen im SchVG zugelassenen Gegenstand eine Änderung der Anleihebedingungen mit der Emittentin vereinbaren. Die Mehrheitsbeschlüsse der Gläubiger sind für alle Gläubiger gleichermaßen verbindlich. Ein Mehrheitsbeschluss der Gläubiger, der nicht gleiche Bedingungen für alle Gläubiger vorsieht, ist unwirksam, es sei denn die benachteiligten Gläubiger stimmen ihrer Benachteiligung ausdrücklich zu.

(2) *Mehrheitserfordernisse.* Die Gläubiger entscheiden mit einer Mehrheit von 75 % der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen nicht geändert wird und die keinen Gegenstand der § 5 Absatz 3, Nr. 1 bis Nr. 8 des SchVG betreffen, bedürfen zu ihrer Wirksamkeit einer einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte.

(3) *Abstimmung ohne Versammlung.* Alle Abstimmungen werden ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt. Eine Gläubigerversammlung und eine Übernahme der Kosten für eine solche Versammlung durch die Emittentin findet ausschließlich im Fall des § 18 Absatz 4, Satz 2 SchVG statt.

(4) *Leitung der Abstimmung.* Die Abstimmung wird von einem von der Emittentin beauftragten in- oder ausländischen Notar oder, falls der gemeinsame Vertreter zur Abstimmung aufgefordert hat, vom gemeinsamen Vertreter geleitet.

(5) *Stimmrecht.* An Abstimmungen der Gläubiger nimmt jeder Gläubiger nach Maßgabe des Nennwerts oder des rechnerischen Anteils seiner Berechtigung an den ausstehenden Schuldverschreibungen teil. Gläubiger müssen den Nachweis ihrer Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch eine Bescheinigung der Depotbank, wie in § 14 (3) geregelt und die Vorlage einer Sperranweisung der Depotbank zugunsten der Zahlstelle als Hinterlegungsstelle für den Zeitraum der Stimmabgabe nachweisen.

(6) *Gemeinsamer Vertreter.* Die Gläubiger können durch Mehrheitsbeschluss zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Gläubiger bestellen (der "**Gemeinsame Vertreter**"). Der Gemeinsame Vertreter hat die Aufgaben und Befug-

§ 12
**AMENDMENT OF THE TERMS AND CONDI-
TIONS, HOLDERS' REPRESENTATIVE,
AMENDMENT OF THE GUARANTEE**

(1) *Amendment of the Terms and Conditions.* In accordance with the Act on Debt Securities of 2009 (*Schuldverschreibungsgesetz aus Gesamtemissionen – "SchVG"*) the Holders may agree with the Issuer on amendments of the Terms and Conditions with regard to matters permitted by the SchVG by resolution with the majority specified in subparagraph (2). Majority resolutions shall be binding on all Holders. Resolutions which do not provide for identical conditions for all Holders are void, unless Holders who are disadvantaged have expressly consented to their being treated disadvantageously.

(2) *Majority.* Resolutions shall be passed by a majority of not less than 75 per cent. of the votes cast. Resolutions relating to amendments of the Terms and Conditions which are not material and which do not relate to the matters listed in § 5 paragraph 3, Nos. 1 to 8 of the SchVG require a simple majority of the votes cast.

(3) *Vote without a meeting.* All votes will be taken exclusively by vote taken without a meeting. A meeting of Holders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of § 18 paragraph 4, sentence 2 of the SchVG.

(4) *Chair of the vote.* The vote will be chaired by a German or foreign notary appointed by the Issuer or, if the Holders' Representative (as defined below) has convened the vote, by the Holders' Representative.

(5) *Voting rights.* Each Holder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes. Holders must demonstrate their eligibility to participate in the vote at the time of voting by means of a special confirmation of the Custodian in accordance with § 14(3) hereof and by submission of a blocking instruction by the Custodian for the benefit of the Paying Agent as depository (*Hinterlegungsstelle*) for the voting period.

(6) *Holders' Representative.* The Holders may by majority resolution appoint a common representative (the "**Holders' Representative**") to exercise the Holders' rights on behalf of each Holder. The Holders' Representative shall have the duties and powers provided by

nisse, welche ihm durch Gesetz oder von den Gläubigern durch Mehrheitsbeschluss eingeräumt wurden. Er hat die Weisungen der Gläubiger zu befolgen. Soweit er zur Geltendmachung von Rechten der Gläubiger ermächtigt ist, sind die einzelnen Gläubiger zur selbständigen Geltendmachung dieser Rechte nicht befugt, es sei denn der Mehrheitsbeschluss sieht dies ausdrücklich vor. Über seine Tätigkeit hat der gemeinsame Vertreter den Gläubigern zu berichten. Für die Abberufung und die sonstigen Rechte und Pflichten des Gemeinsamen Vertreters gelten die Vorschriften des SchVG.

(7) *Änderung der Garantien.* Die oben aufgeführten auf die Schuldverschreibungen anwendbaren Bestimmungen finden sinngemäß auf die Bestimmungen der Garantien Anwendung.

§ 13 MITTEILUNGEN

(1) *Bekanntmachung.* Alle die Schuldverschreibungen betreffenden Mitteilungen erfolgen im Bundesanzeiger und durch elektronische Publikation auf der Internetseite der Emittentin. Jede Mitteilung gilt am dritten Tag nach dem Tag der Veröffentlichung als wirksam erfolgt.

(2) *Mitteilungen an das Clearing System.* Solange Schuldverschreibungen an der Luxemburger Börse notiert sind, findet Absatz (1) Anwendung. Soweit die Regeln der Luxemburger Börse dies sonst zulassen oder die gesetzlichen Bestimmungen nichts anderes vorsehen, kann die Emittentin eine Veröffentlichung nach Absatz (1) durch eine Mitteilung an das Clearing System zur Weiterleitung an die Gläubiger ersetzen; jede derartige Mitteilung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearing System als den Gläubigern mitgeteilt.

(3) *Form der Mitteilung.* Mitteilungen, die von einem Gläubiger gemacht werden, müssen schriftlich erfolgen und zusammen mit der oder den betreffenden Schuldverschreibung(en) per Kurier oder per Einschreiben an die Hauptzahlstelle geleitet werden. Solange Schuldverschreibungen durch eine Globalurkunde verbrieft sind, kann eine solche Mitteilung von einem Gläubiger an die Hauptzahlstelle über das Clearing System in der von der Hauptzahlstelle und dem Clearing System dafür vorgesehenen Weise erfolgen.

§ 14 ANWENDBARES RECHT, GERICHTSSTAND UND GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder

law or granted by majority resolution of the Holders. The Holders' Representative shall comply with the instructions of the Holders. To the extent that the Holders' Representative has been authorised to assert certain rights of the Holders, the Holders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The Holders' Representative shall provide reports to the Holders on its activities. The regulations of the SchVG apply with regard to the recall and the other rights and obligations of the Holders' Representative.

(7) *Amendment of the Guarantees.* The provisions set out above applicable to the Notes shall apply *mutatis mutandis* to the Guarantees.

§ 13 NOTICES

(1) *Publication.* All notices concerning the Notes will be made in the Federal Gazette (*Bundesanzeiger*) and by means of electronic publication on the internet website of the Issuer. Any notice so given will be deemed to have been validly given on the third day following the date of such publication.

(2) *Notification to Clearing System.* So long as any Notes are listed on the Luxembourg Stock Exchange, subparagraph (1) shall apply. If the Rules of the Luxembourg Stock Exchange otherwise so permit or statutory provisions do not stipulate differently, the Issuer may deliver the relevant notice to the Clearing System for communication by the Clearing System to the Holders, in lieu of publication as set forth in subparagraph (1) above; any such notice shall be deemed to have been validly given on the seventh day after the day on which the said notice was given to the Clearing System.

(3) *Form of Notice.* Notices to be given by any Holder shall be made by means of a written declaration to be delivered by hand or registered mail together with the relevant Note or Notes to the Principal Paying Agent. So long as any of the Notes are represented by a global note, such notice may be given by any Holder of a Note to the Principal Paying Agent through the Clearing System in such manner as the Principal Paying Agent and the Clearing System may approve for such purpose.

§ 14 APPLICABLE LAW, PLACE OF JURISDICTION AND ENFORCEMENT

(1) *Applicable Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law.

Hinsicht nach deutschem Recht.

(2) *Gerichtsstand*. Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstige Verfahren ("**Rechtsstreitigkeit**") ist das Landgericht Frankfurt am Main. Das Amtsgericht Berlin ist gemäß § 9 Abs. 3 SchVG zuständig für alle Verfahren nach §§) Abs. 2, 13 Abs. 3 und 18 Abs. 2 SchVG. Das Landgericht Berlin ist gemäß § 20 Abs. 3 SchVG ausschließlich zuständig für Klagen im Zusammenhang mit der Anfechtung von Beschlüssen der Gläubiger.

(3) *Gerichtliche Geltendmachung*. Jeder Gläubiger von Schuldverschreibungen ist berechtigt, in jede Rechtsstreitigkeit gegen die Emittentin oder in jeder Rechtsstreitigkeit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu schützen oder geltend zu machen: (i) er bringt eine Bescheinigung der Depotbank bei, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die unter dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearing System eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält; und (ii) er legt eine Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde vor, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person des Clearing Systems oder des Verwahrers des Clearing Systems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet "**Depotbank**" jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Wertpapierverwahrungsgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearing Systems. Unbeschadet des Vorstehenden kann jeder Gläubiger seine Rechte aus den Schuldverschreibungen auch auf jede andere Weise schützen oder geltend machen, die im Land des Rechtsstreits prozessual zulässig ist.

§ 15 SPRACHE

Diese Anleihebedingungen sind in deutscher Sprache abgefasst. Der deutsche Text ist bindend und maßgeblich. Die Übersetzung in die englische Sprache ist unverbindlich.

(2) *Submission to Jurisdiction*. The District Court (*Landgericht*) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings ("**Proceedings**") arising out of or in connection with the Notes. The local court (*Amtsgericht*) in Berlin shall, pursuant to section 9 para. 3 of the SchVG, have jurisdiction for all judgements in accordance with sections 9 para. 2, 13 para. 3 and 18 para. 2 of the SchVG. The district court (*Landgericht*) in Berlin shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders SchVG in accordance with section 20 para. 3 of the SchVG.

(3) *Enforcement*. Any Holder of Notes may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Note in global form certified as being a true copy by a duly authorised officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the global note representing the Notes. For purposes of the foregoing, "**Custodian**" means any bank or other financial institution of recognised standing authorised to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes and includes the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the Proceedings.

§ 15 LANGUAGE

These Terms and Conditions are written in the German language. The German text shall be controlling and binding. The English language translation is provided for convenience only.

**KOPIE DER GARANTIE
COPY OF GUARANTEE**

Die deutsche Version dieser Garantie ist bindend: Die englische Übersetzung dient nur Informationszwecken.

The German text of this Guarantee is binding. The English translation is for information purposes only.

GARANTIE

der

JT Family Holding Oy

(die "**Garantin**")

zugunsten der Gläubiger der EUR 25.000.000
8,00 Prozent Schuldverschreibungen fällig 2018
der

Ferratum Capital Germany GmbH

(die "**Emittentin**")

ISIN DE000A1X3VZ3
(die "**Schuldverschreibungen**").

1. Definitionen
Die in dieser Garantie verwendeten und nicht anders definierten Begriffe haben die ihnen in den Anleihebedingungen der Schuldverschreibungen (die "**Anleihebedingungen**") zugewiesene Bedeutung.
2. Garantie
 - (a) Die Garantin übernimmt gegenüber jedem Inhaber einer Schuldverschreibung (jeweils ein "**Gläubiger**") die unbedingte und unwiderrufliche Garantie für die ordnungsgemäße und pünktliche Zahlung aller nach Maßgabe der Anleihebedingungen von der Emittentin oder eine Nachfolgeschuldnerin auf die Schuldverschreibungen zu zahlenden Beträge. Diese Garantie begründet eine selbständige Verpflichtung der Garantin, deren Bestand unabhängig von der rechtlichen Beziehung zwischen der Emittentin und den Gläubigern ist, und die insbesondere nicht von der Wirksamkeit oder der Durchsetzbarkeit der Ansprüche gegen die Emittentin aus den Schuldverschreibungen abhängt.
 - (b) Diese Garantie begründet unmittelbare, unbedingte und nicht nachrangige Verbindlichkeiten der Garantin, die mindestens im gleichen Rang mit allen anderen gegenwärtigen und zukünftigen nicht nachrangigen und nicht besicherten Verbindlichkeiten der Garantin stehen mit Ausnahme von Verbindlichkeiten, die aufgrund zwingenden Rechts vorrangig sind. Zugleich mit der Erfüllung einer Zahlungsverpflichtung der Garantin zugunsten eines Gläubigers aus der Garan-

GUARANTEE

of

JT Family Holding Oy

(the "**Guarantor**")

for the benefit of the holders of the
EUR 25,000,000 8.00 per cent Notes due 2018
issued by

Ferratum Capital Germany GmbH

(the "**Issuer**")

ISIN DE000A1X3VZ3
(the "**Notes**").

1. Definitions
Terms used in this Guarantee and not otherwise defined herein shall have the meaning attributed to them in the Terms and Conditions of the Notes (the "**Terms and Conditions**").
2. Guarantee
 - (a) The Guarantor unconditionally and irrevocably assumes towards each holder of a Note (each a "**Holder**"), the unconditional and irrevocable guarantee for the due and punctual payment of any amounts payable by the Issuer or any Substitute Debtor in respect of the Notes pursuant to the Terms and Conditions. This Guarantee constitutes an independent obligation of the Guarantor, which is independent from the legal relationship between the Issuer and the Holders, and which is in particular independent from the validity or the enforceability of the claims against the Issuer under the Notes.
 - (b) This Guarantee constitutes direct, unconditional and unsubordinated obligations of the Guarantor ranking at least *pari passu* with all other unsubordinated obligations of the Guarantor, present and future save for such obligations which may be preferred by applicable mandatory law. Upon discharge of any payment obligation of the Guarantor subsisting under the Guarantee in favour of any Holder, the relevant guaranteed right of such Holder under the Terms and Condi-

tie erlischt das jeweilige garantierte Recht eines Gläubigers aus den Anleihebedingungen.

3. Negativverpflichtung

Die Garantin verpflichtet sich, solange Schuldverschreibungen ausstehen jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Hauptzahlstelle zur Verfügung gestellt worden sind, keine Grund- und Mobiliarpfandrechte, sonstige Pfandrechte oder sonstige dingliche Sicherheiten (jedes ein "**Sicherungsrecht**") in Bezug auf ihr gesamtes Vermögen oder Teile davon bzw. Garantien zur Sicherung von Kapitalmarktverbindlichkeiten zu gewähren und ihre Wesentliche Tochtergesellschaften (wie unten definiert) zu veranlassen (es sei denn, dies ist rechtlich nicht möglich oder unzulässig), keine solchen Sicherungsrechte bzw. Garantien für Kapitalmarktverbindlichkeiten zu gewähren, ohne gleichzeitig die Gläubiger gleichrangig an einem solchen Sicherungsrecht bzw. einer Garantie zu beteiligen oder ihnen ein gleichwertiges Sicherungsrecht oder eine gleichwertige Garantie zu gewähren; diese Verpflichtung gilt jedoch nicht für zum Zeitpunkt des Erwerbs von Vermögenswerten durch die Garantin bereits an solchen Vermögenswerten bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögenswerts bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht nach Erwerb des betreffenden Vermögenswertes erhöht wird.

Eine nach dieser Ziffer 3 zu leistende Sicherheit kann auch zu Gunsten der Person eines Treuhänders der Gläubiger bestellt werden.

"Kapitalmarktverbindlichkeit" bezeichnet jede bestehende oder zukünftige Verbindlichkeit (gleich ob Kapital, Aufgeld, Zinsen oder andere Beträge) bezüglich Geldaufnahmen in Form von, oder verbrieft durch, Schuldverschreibungen, Anleihen oder ähnliche Wertpapiere, sofern sie an einer Börse oder einem anderen anerkannten und regulierten Wertpapiermarkt notiert sind oder gehandelt werden oder werden können oder Schuldscheindarlehen nach deutschem Recht mit einer Laufzeit von mehr als einem Jahr, sofern der zurückzuzahlende Betrag EUR 2.000.000 übersteigt. Von der Definition Kapitalmarktverbindlichkeiten sind solche Verbindlichkeiten

tions will cease to exist.

3. Negative Pledge

The Guarantor undertakes, for so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Principal Paying Agent, not to provide any mortgage, charge, pledge, lien or other form of *in rem* encumbrance or security interest (each a "**Security Interest**") over the whole or any part of their assets or grant guarantees to secure any Capital Markets Indebtedness and to procure (unless this is legally impossible or illegal) that its Material Subsidiaries (as defined below) will provide Security Interests over their assets or grant guarantees to secure Capital Markets Indebtedness without at the same time letting the Holders share *pari passu* in such Security Interest or giving to the Holders an equivalent Security Interest or guarantee, provided, however, that this undertaking shall not apply with respect to any Security Interest existing on property at the time of the acquisition thereof by the Guarantor, provided that such Security Interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such Security Interest is not increased subsequently to the acquisition of the relevant property.

Any security which is to be provided pursuant to this item 3 may also be provided to a person acting as trustee for the Holders.

"Capital Market Indebtedness" shall mean any present or future indebtedness (whether being principal, premium, interest or other amounts) in respect of borrowed money which is in the form of, or represented by, bonds, notes or any similar securities which are or are capable of being quoted, listed or traded on any stock exchange or other recognized and regulated securities market or certificates of indebtedness (*Schuldscheindarlehen*) governed by German law, with an original maturity of more than one year, where the repayable amount exceeds EUR 2,000,000, provided that obligations resulting from securitization of claims deriving from micro-loans rendered by the Gua-

ausgenommen, die aus der Verbriefung von Forderungen der Garantin aus Mikrodarlehen stammen.

"Wesentliche Tochtergesellschaft" bezeichnet die folgenden Gesellschaften: Ferratum Finland Oy, Helsinki, Ferratum Estonia OÜ, Estonia, Ferratum Latvia SIA, Latvia, Ferratum Sweden AB, Sweden, Ferratum Czech s.r.o., Czech, Ferratum Spain SL, Spain, Ferratum Denmark ApS, Denmark, Ferratum UK Ltd, Great Britain, Global Guarantee OÜ, Estonia, Ferratum Bank Limited, Malta, Swespar AB, Sweden.

4. Steuern
- (a) Sämtliche Zahlungen der Garantin aus der Garantie sind ohne Einbehalt oder Abzug aufgrund von oder wegen irgendwelchen gegenwärtigen oder zukünftigen Steuern, Abgaben gleich welcher Art, die von oder in der Bundesrepublik Deutschland oder Finnland oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde auferlegt, erhoben oder eingezogen werden ("**Quellensteuern**"), zu zahlen, es sei denn, eine solcher Abzug oder Einbehalt ist gesetzlich vorgeschrieben. In diesem Fall wird die Garantin, vorbehaltlich der Ausnahmen gemäß § 7 der Anleihebedingungen, diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die zu zahlen gewesen wären, wenn ein solcher Einbehalt oder Abzug nicht notwendig gewesen wäre.
- (b) Falls die Garantin ihren satzungsmäßigen Sitz oder ihren Verwaltungssitz in ein anderes Land als Finnland verlegt oder auf eine Gesellschaft verschmolzen wird, die ihren satzungsmäßigen Sitz oder ihren Verwaltungssitz in einem solchen anderen Land hat, gelten die Bestimmungen gemäß Ziffer 4(a) auch für Quellensteuern, die durch oder für dieses andere Land oder eine dort zur Steuererhebung ermächtigste Stelle auferlegt oder erhoben werden.
- (c) Soweit in dieser Garantie von Zinsen und Kapital die Rede ist, sind damit auch die gemäß dieser Ziffer 4 zu zahlenden Zusätzlichen Beträge gemeint.
5. Diese Garantie und alle darin enthaltenen Vereinbarungen stellen einen Ver-

rantor shall not qualify as Capital Market Indebtedness.

"Material Subsidiary" means the following entities: Ferratum Finland Oy, Helsinki, Ferratum Estonia OÜ, Estonia, Ferratum Latvia SIA, Latvia, Ferratum Sweden AB, Sweden, Ferratum Czech s.r.o., Czech, Ferratum Spain SL, Spain, Ferratum Denmark ApS, Denmark, Ferratum UK Ltd, Great Britain, Global Guarantee OÜ, Estonia, Ferratum Bank Limited, Malta, Swespar AB, Sweden.

4. Taxes
- (a) All payments by the Guarantor in respect of the Guarantee will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by way of withholding or deduction by or on behalf of Germany or Finland or any political sub-division or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. If such withholding is required by law, the Guarantor will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Holders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable by the Guarantor if the exemptions in § 7 of the Conditions of the Issue are applicable.
- (b) In the event that the Guarantor moves its domicile or residence or is merged into a company with domicile or residence in a country other than Finland, the provisions of Clause 4(a) above shall apply also to Taxes imposed or levied by or behalf of such other country or any taxing authority therein.
- (c) Any reference in this Guarantee to interest and principal shall be deemed also to refer to any Additional Amounts which may be payable under this Clause 4.
5. This Guarantee and all undertakings contained herein constitute a contract for

- trag zugunsten der jeweiligen Gläubiger als begünstigte Dritte gemäß § 328 Absatz 1 Bürgerliches Gesetzbuch (BGB) dar. Sie begründen das Recht eines jeden Gläubigers, die Erfüllung der hierin eingegangenen Verpflichtungen unmittelbar von der Garantin zu fordern und diese Verpflichtungen unmittelbar gegenüber der Garantin durchzusetzen. Gläubiger, die Verpflichtungen gegenüber der Garantin durchsetzen wollen, haben die Garantin von dieser Durchsetzung zu informieren (diese Information ist die "Vollstreckungsanzeige")
- the benefit of the Holders from time to time as third party beneficiaries pursuant to § 328(1) of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*). They give rise to the right of each such Holder to require performance of the obligations undertaken herein directly from the Guarantor, and to enforce such obligations directly against the Guarantor. Holders who want to enforce obligations have to notify the Guarantor of such enforcement (such notification the "**Enforcement Notice**").
- | | |
|---|--|
| <p>6. Verschiedene Bestimmungen</p> <p>(a) Diese Garantie unterliegt deutschem Recht unter Ausschluss des Kollisionsrechts.</p> <p>(b) Erfüllungsort ist Frankfurt am Main.</p> <p>(c) Nicht ausschließlich zuständig für sämtliche im Zusammenhang mit der Garantie entstehenden Klagen oder sonstige Verfahren ist das Landgericht Frankfurt am Main.</p> <p>(d) Jeder Gläubiger kann in jedem Rechtsstreit gegen die Garantin und in jedem Rechtsstreit, in dem er und die Garantin Partei sind, seine Rechte aus dieser Garantie auf der Grundlage einer von einer vertretungsberechtigten Person der biw Bank für Investments und Wertpapiere AG beglaubigten Kopie dieser Garantie ohne Vorlage des Originals im eigenen Namen wahrnehmen und durchsetzen.</p> <p>(e) Die biw Bank für Investments und Wertpapiere AG verpflichtet sich, das Original dieser Garantie bis zur Erfüllung sämtlicher Verpflichtungen aus den Schuldverschreibungen und dieser Garantie zu verwahren.</p> <p>(f) Die biw Bank für Investments und Wertpapiere AG handelt nicht als Treuhänder oder in einer ähnlichen Eigenschaft für die Gläubiger.</p> | <p>6. Miscellaneous Provisions</p> <p>(a) This Guarantee shall be governed by, and construed in accordance with, German law without regard to principles of conflicts of law.</p> <p>(b) Place of performance shall be Frankfurt am Main.</p> <p>(c) The District Court (<i>Landgericht</i>) in Frankfurt am Main shall have non-exclusive jurisdiction for any action or other legal proceedings arising out of or in connection with the Guarantee.</p> <p>(d) On the basis of a copy of this Guarantee certified as being a true copy by a duly authorised officer of biw Bank für Investments und Wertpapiere AG, each Holder may protect and enforce in its own name its rights arising under this Guarantee in any legal proceedings against the Guarantor or to which such Holder and the Guarantor are parties, without the need for presentation of this Guarantee in such proceedings.</p> <p>(e) biw Bank für Investments und Wertpapiere AG agrees to hold the original copy of this Guarantee in custody until all obligations under the Notes and this Guarantee have been fulfilled.</p> <p>(f) biw Bank für Investments und Wertpapiere AG does not act in a fiduciary or in any other similar capacity for the Holders.</p> |
| <p>7. Für Änderungen der Bedingungen der Garantie durch Beschluss der Gläubiger mit Zustimmung der Garantin gilt § 14 der Anleihebedingungen entsprechend.</p> | <p>7. In relation to amendments of the terms of the Guarantee by resolution of the Holders with the consent of the Guarantor, § 14 of the Terms and Conditions applies <i>mutatis mutandis</i>.</p> |
| <p>8. Die deutsche Version dieser Garantie ist bindend. Die englische Übersetzung dient nur Informationszwecken.</p> | <p>8. The German text of this Guarantee is binding. The English translation is for information purposes only.</p> |

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF NOTEHOLDERS

The Terms and Conditions provide that the Noteholders may agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed by taking votes without a meeting. Any such resolution duly adopted by resolution of the Noteholders shall be binding on each Noteholder, irrespective of whether such Noteholder took part in the vote and whether such Noteholder voted in favour or against such resolution.

The following is a brief summary of some of the statutory rules regarding the taking of votes without meetings, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Specific Rules regarding Votes without Meeting

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) if the vote was solicited by the joint representative (*gemeinsamer Vertreter*) of the Noteholders (the "**Noteholders' Representative**"), the Noteholders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Noteholders' votes shall set out the period within which votes may be cast. During such voting period, the Noteholders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Noteholder's entitlement to cast a vote based on evidence provided by such Noteholder and shall prepare a list of the Noteholders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Noteholders. Within one year following the end of the voting period, each Noteholder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Noteholder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Noteholder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

Rules regarding Noteholders' Meetings applicable to Votes without Meeting

In addition, the statutory rules applicable to the convening and conduct of Noteholders' meetings will apply *mutatis mutandis* to any vote without a meeting. The following summarises some of such rules.

Meetings of Noteholders may be convened by the Issuer or the Noteholders' Representative. Meetings of Noteholders must be convened if one or more Noteholders holding five per cent or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Noteholders. The convening notice will provide what proof will be required for attendance and voting at the meeting. The place of the meeting is the place of the Issuer's registered offices, provided, however, that where the Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Noteholder may be represented by proxy. The Noteholders' meeting will have a quorum if the persons attending represent at least 50 per cent of the outstanding Notes by value. If the quorum is not reached, a second meeting may be convened at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25 per cent of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. Resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the Global Note.

In insolvency proceedings instituted in Germany against the Issuer, the Noteholders' Representative is obliged and exclusively entitled to assert the Noteholders' rights under the Notes. Any resolutions passed by the Noteholders are subject to the provisions of the Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Terms and Conditions, Noteholders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

TAXATION

The following is a general description of certain tax considerations relating to the Notes in Germany and Luxembourg. It does not purport to be a complete analysis of all tax considerations relating to the Notes. In particular, this description does not consider any specific facts or circumstances that may apply to a particular purchaser. This description is based on the laws of the Federal Republic of Germany and Luxembourg currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

PROSPECTIVE PURCHASERS OF NOTES SHOULD CONSULT THEIR TAX ADVISERS AS TO THE CONSEQUENCES, UNDER THE TAX LAWS OF THE COUNTRY IN WHICH THEY ARE RESIDENT FOR TAX PURPOSES AND UNDER THE TAX LAWS OF GERMANY AND LUXEMBOURG OF ACQUIRING, HOLDING AND DISPOSING OF NOTES AND RECEIVING PAYMENTS OF PRINCIPAL, INTEREST AND OTHER AMOUNTS UNDER THE NOTES. THE INFORMATION CONTAINED WITHIN THIS SECTION IS LIMITED TO TAXATION ISSUES, AND PROSPECTIVE INVESTORS SHOULD NOT APPLY ANY INFORMATION SET OUT BELOW TO OTHER AREAS; INCLUDING (BUT NOT LIMITED TO) THE LEGALITY OF TRANSACTIONS INVOLVING THE NOTES.

Federal Republic of Germany

Income tax

Tax Residents

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge thereon plus church tax and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

Taxation if the Notes are held as private assets (Privatvermögen)

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as private assets (*Privatvermögen*), the following applies:

- Income

The Notes qualify as other capital receivables (*sonstige Kapitalforderungen*) in terms of section 20 para 1 no 7 German Income Tax Act ("**ITA**" – *Einkommensteuergesetz*).

Accordingly, payments of interest on the Notes qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to section 20 para 1 no 7 ITA.

Capital gains / capital losses realised upon sale of the Notes, computed as the difference between the acquisition costs and the sales proceeds reduced by expenses directly and factually related to the sale, qualify as positive or negative savings income in terms of section 20 para 2 sentence 1 no 7 ITA. Where the Notes are acquired and/or sold in a currency other than Euro, the acquisition costs will be converted into Euro at the time of acquisition, the sales proceeds will be converted into Euro at the time of sale and the difference will then be computed in Euro. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale. Losses from the sale of Notes can only be offset against other savings income and, if there is not sufficient other positive savings income, carried forward in subsequent assessment periods.

Pursuant to a tax decree issued by the Federal Ministry of Finance dated 22 December 2009, as amended on 16 November 2010 and 9 October 2012, a sale shall be disregarded where the transaction costs exceed the sales proceeds, which means that losses suffered from such "sale" shall not be tax-deductible. Similarly, a bad debt loss (*Forderungsausfall*), i.e. should the Issuer become insolvent, and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax-deductible.

If the Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors.

- German withholding tax (*Kapitalertragsteuer*)

With regard to savings earnings (*Kapitalerträge*), e.g. interest or capital gains, German withholding tax (*Kapitalertragsteuer*) will be levied if the Notes are held in a custodial account which the investor maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a "**German Disbursing Agent**") and such German Disbursing Agent credits or pays out the earnings.

The tax base is, in principle, equal to the taxable gross income as set out above (i.e. prior to withholding). However, in the case of capital gains, if the custodial account has changed since the time of acquisition of the Notes (e.g. if the Notes are transferred from a non-EU custodial account) and the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law, withholding tax is applied to 30 per cent of the proceeds from the redemption or sale of the Notes. When computing the tax base for withholding tax purposes, the German Disbursing Agent has to deduct any negative savings income (*negative Kapitalerträge*) or paid accrued interest (*Stückzinsen*) in the same calendar year or unused negative savings income of previous calendar years.

German withholding tax will be levied at a flat withholding tax rate of 26.375 per cent (including solidarity surcharge) plus, if applicable, church tax.

Individuals who are subject to church tax may apply in writing for this tax to be withheld as a surcharge to the withholding tax. Individuals subject to church tax but declining the application have to include their savings income in their tax return and will then be assessed to church tax. For German credit institutions an electronic information system as regards church withholding tax shall apply in respect of interest received after 31 December 2014, with the effect that church tax will be collected by the German Disbursing Agent by way of withholding unless the investor has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

No German withholding tax will be levied if the investor has filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife). Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the German Disbursing Agent.

The Issuer is, as a rule, not obliged to levy German withholding tax in respect of payments on the Notes.

- Tax assessment

The taxation of savings income shall take place mainly by way of levying withholding tax (please see above). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor's income taxation. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure. If the investor is subject to church tax and has not applied in writing for this tax to be withheld as a surcharge to the withholding tax or, after 31 December 2014, has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*), the investor is also obliged to include the savings income in the tax return for church tax purposes.

However, also in the assessment procedure, savings income is principally taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*) being identical to the withholding tax rate (26.375 per cent - including solidarity surcharge (*Solidaritätszuschlag*) plus, if applicable, church tax). In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate. Such application can only be filed consistently for all savings income within the assessment period. In case of jointly assessed husband and wife the application can only be filed for savings income of both spouses.

When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife) will be deducted. The deduction of the actual income related expenses, if any, is excluded.

Taxation if the Notes are held as business assets (Betriebsvermögen)

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15 per cent or income tax at a rate of up to 45 per cent, as the case may be, (in each case plus 5.5 per cent

solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located. Further, in the case of individuals, church tax may be levied. Business expenses that are connected with the Notes are deductible.

The provisions regarding German withholding tax (*Kapitalertragsteuer*) apply, in principle, as set out above for private investors. However, investors holding the Notes as business assets cannot file a withholding tax exemption certificate with the German Disbursing Agent. Instead, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Notes if, for example, (a) the Notes are held by a corporation or (b) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

Non-residents

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Notes unless (i) the Notes are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income. If a non-resident person is subject to tax with its income from the Notes, in principle, similar rules apply as set out above with regard to German tax resident persons (please see above).

Inheritance and Gift Tax

Inheritance or gift taxes with respect to any Note will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the donee is a resident of Germany or if such Note is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed.

The few existing double taxation treaties regarding inheritance and gift tax may lead to different results. Special rules apply to certain German citizens that are living in a foreign country and German expatriates.

Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögensteuer*) is not levied in Germany. It is intended to introduce a financial transaction tax. However, it is unclear if and in what form such tax will be actually introduced.

Luxembourg

The following is a general description of certain Luxembourg tax considerations relating to the Notes. It specifically contains information on taxes on the income from the Notes withheld at source and provides an indication as to whether the Issuer assumes responsibility for the withholding of taxes at the source. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Notes payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of Luxembourg. The following is based upon the law as in effect on the date of this Prospectus. The information contained within this section is limited to withholding taxation issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature refers to Luxembourg tax law and/or concepts only.

A Noteholder may not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of the Notes, or the execution, performance, delivery and/or enforcement of the Notes.

Withholding Tax

All payments of interest (including accrued but unpaid interest) and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes, which are not profit sharing, can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to:

- (i) the application of the Luxembourg laws of 21 June 2005, as amended, implementing the Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments (the "**EU Savings Directive**") and ratifying several agreements concluded with certain dependent or associated territories and providing for the possible application of a withholding tax of 35 per cent on payments of interest or similar income made or ascribed to certain non Luxembourg resident investors (individuals and certain types of entities called "**Residual Entities**" within the meaning of Article 4.2 of the EU Savings Directive) in the event of the Issuer appointing a paying agent in Luxembourg within the meaning of the above-mentioned directive (see section "EU Savings Directive" below) or agreements unless the beneficiary of such payment opts for one of the two information exchange procedures available. Luxembourg government officially announced on 10 April 2013 that it will no longer apply the withholding tax system as from 1 January 2015 and will provide with details of payment of interest (or similar income);
- (ii) the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005, as amended, which has introduced a 10 per cent withholding tax on savings income (i.e. with certain exemptions, savings income within the meaning of the Luxembourg laws of 21 June 2005 implementing the EU Savings Directive) paid by a paying agent within the meaning of the EU Savings Directive established in Luxembourg.

Pursuant to the law of 23 December 2005 as amended by the law of 17 July 2008, Luxembourg resident individuals can opt to self declare and pay a 10 per cent tax (the "Levy") on interest payments made by paying agents located in a Member State of the European Union other than Luxembourg, a Member State of the European Economic Area or in a State or territory which has concluded an agreement directly relating to the EU Savings Directive on the taxation of savings income.

The 10 per cent withholding tax as described above or the Levy are final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of 21 June 2005 and 23 December 2005, as amended, is assumed by the Luxembourg paying agent within the meaning of these laws and not by the Issuer.

EU Savings Tax Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**EU Savings Directive**"), each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria and Luxembourg apply instead a withholding system in relation to such payments, deducting tax at a rate of meanwhile 35% (unless during that transitional period they elect to provide information in accordance with the EU Savings Directive). The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. Luxembourg announced to abandon the transitional withholding system and provide information in accordance with the EU Savings Directive as from 1 January 2015 onwards.

On 10 April 2013, Luxembourg officially announced that it will no longer apply the withholding tax system as from 1 January 2015 and will provide details of payment of interest (or similar income) as from this date.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a

person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

On 13 November 2008 the European Commission has proposed certain amendments to the EU Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above. The proposal has been approved by the European Parliament and is under discussion by the European Council. If implemented, the changes may amend or broaden the scope of the requirements described above. Investors who are in any doubt as to their position should consult their professional advisers.

SUBSCRIPTION, SALE AND OFFER OF THE NOTES

General

There are no interests of natural and legal persons other than the Issuer involved in the issue, including conflicting ones, that are material to the issue.

Offer of the Notes

Offer Period and determination of Pricing Details

The Notes will be offered at a price of 100 per cent of their principal amount (the "**Issue Price**") to investors during an offer period which will commence not earlier than 4 October 2013 and will be open until 17 October 2013, subject to a shortening or extension of the offer period in the Issuer's discretion. During the offer period investors may submit orders to ICF Kursmakler AG. The Issue Price, the rate of interest, the yield and the aggregate nominal amount of the issue will be determined in the sole discretion by the issuer taking into account general market conditions, investor feedback and the general perception of the Issuer's credit risk relative to risk free assets with comparable maturity. Should the Issuer determine any extension of the offer period, which also could be the result of changing market conditions, such extension will be notified in a supplement to the Prospectus which will be prepared and published in accordance with Article 13 of the Prospectus Law. On the day following the expiry of the offer period the issuer will publish the final results of the offer on its homepage.

Notification of the Prospectus approval

The issue of the Notes will be made to institutional investors and retail investors in compliance with the applicable public offer restrictions. A public offer to retail investors may be made in Luxembourg and Germany following the effectiveness of the notification of the Prospectus by the CSSF according to Article 18 of the Prospectus Directive.

Conditions and technical details of the Offer

The following sets out details of the offer which is required to comply with the requirements of the applicable prospectus regulation. There are no conditions to which the offer is subject. Following the approval of the Prospectus offers to purchase Notes to investors will be made through one or more newspaper advertisements in at least one Newspaper having general distribution in Luxembourg. Such Newspaper is expected to be Luxemburger Wort. Further, the Notes may be offered to private and professional investors through banking institutions in Luxembourg, Germany, as the case may be. In addition, the Notes will be offered for purchase utilizing the online subscription tool of Deutsche Börse Xetra (*Xetra Zeichnungsfunktionalität*). Potential investors may place their orders via the Xetra Zeichnungsfunktionalität from 4 October 2013 to 17 October 2013. Subscription rights for the Notes will not be issued. Therefore, there are no procedures for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised. Any investor who has submitted an order in relation to the Notes whose order is accepted will receive a confirmation by booking of the Notes allotted to such investor on the account of the investor. Before an investor receives a confirmation that its purchase order for the Notes has been accepted, the investor may reduce or withdraw its purchase orders. There is no minimum or maximum amount of Notes to be purchased. Investors may place offers to purchase Notes in any amount. Exchange trading in the Notes will begin on the date of the admission of the Notes to trading on the Entry Standard of the Frankfurt Stock Exchange which is expected to be the Issue Date. Exchange trading may thus begin before all investors have received booking of the Notes purchased by them.

Delivery of the Notes

Delivery and payment of the Notes will be made within seven business days after the receipt of an order by the Issuer or its agents. The Notes will be delivered via book-entry through the Clearing System and its accountholding banks against payment of the Issue Price.

Charges and costs relating to the Offer

The Issuer will not charge any costs, expenses or taxes directly to any investor. Investors must inform themselves about any costs, expenses or taxes in connection with the Notes which are generally applicable in their respective country of residence, including any charges their own depository banks charge them for purchasing or holding securities.

Method of determination of the Issue Price and the Rate of Interest

The rate of interest, the yield and the Issue Price for the Notes will be determined by the issuer in its sole discretion taking into consideration market conditions and its credit risk.

Selling Restrictions

General

In addition to the specific restrictions set out below, all persons which offer the Notes have to comply with all applicable laws and regulations in each jurisdiction in or from which they may offer Notes or distribute any offering material relating to them.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each person has to procure that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State other than the offers contemplated in the Prospectus in the Grand Duchy of Luxembourg and the Federal Republic of Germany from the time the Prospectus has been approved by the competent authority in the Grand Duchy of Luxembourg and published and notified to the relevant competent authorities in accordance with the Prospectus Directive as implemented in the Grand Duchy of Luxembourg and the Federal Republic of Germany until 17 October 2013, and provided that the Issuer has consented in writing to use of the Prospectus for any such offers, except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, to 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent by the Issuer for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

United States of America and its Territories

The Notes have not been and will not be registered under the Securities Act and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Each person has to procure that it will not offer, sell or deliver the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after commencement of the offering, an offer or sale of Notes within the United States by a dealer whether or not participating in the offering may violate the registration requirements of the Securities Act.

United Kingdom of Great Britain and Northern Ireland

Each person has to procure that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**") received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

GENERAL INFORMATION / INCORPORATION BY REFERENCE

Authorisation and Issue Date

The creation and issue of the Notes has been authorised by the Issuer's director and Supervisory Board dated 27 September 2013. The creation and issue of the Guarantee has been authorised by a resolution of the board of directors dated 28 August 2013. The Issue Date of the Notes is expected to be 21 October 2013.

Clearing and Settlement

The Notes have been accepted for clearing by Clearstream Banking AG, Mergenthalerallee 61 65760 Eschborn, Germany. The Notes have been assigned the following securities codes: ISIN DE000A1X3VZ3, WKN A1X3VZ.

Yield

The yield of the Notes is 8.00 per cent. Such yield is calculated in accordance with the ICMA (*International Capital Markets Association*) method. The ICMA method determines the effective interest rate of fixed rate notes taking into account accrued interest on a daily basis.

Ratings

On 25 September 2013 Creditreform Rating AG¹ has assigned a rating of BBB- to the Notes.

For the purposes of Creditreform's ratings, a BBB- rating means that an obligor has strongly satisfactory creditworthiness and low to medium insolvency risk. However, it is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligors in the highest rating category. The rating categories reach from "AAA" for issuers with the strongest creditworthiness to "D" for issuers with insufficient creditworthiness. The ratings from "AA" to "B" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Significant change in the financial or trading position

There has been no significant change in the financial or trading position of the Issuer since the date of its incorporation.

There has been no significant change in the financial or trading position of the Guarantor since 30 June 2013.

Trend Information

There has been no material adverse change in the prospects of the Issuer since the date of its incorporation.

There has been no material adverse change in the prospects of the Guarantor since 31 December 2012.

Third party information

Any information sourced from a third party contained in this Prospectus has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

¹ Creditreform Rating AG is established in the European Community and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, amended by Regulation (EC) No 513/2011 of the European Parliament and of the Council of 11 March 2011 (the "**CRA Regulation**"). The European Securities and Markets Authority publishes on its website (www.esma.europa.eu/page/List-registered-and-certified-CRAs) a list of credit rating agencies registered in accordance with the CRA Regulation. That list is updated within five working days following the adoption of a decision under Article 16, 17 or 20 CRA Regulation. The European Commission shall publish that updated list in the Official Journal of the European Union within 30 days following such update.

Incorporation by Reference

The pages set out in the below table of the following documents are incorporated by reference into this Prospectus:

- (1) The audited opening balance sheet of the Issuer as of 16 September 2013 consisting of
 - Opening balance sheet as at 16 September 2013 (page 5),
 - Auditor's Report (page 7).
- (2) The unaudited interim condensed consolidated financial report of the Guarantor for the period beginning 1 January 2013 to 30 June 2013 consisting of
 - Balance sheet (page 6),
 - Income statement (page 5)
 - Cash flow statement (page 7)
 - Notes (pages 9 - 12)
- (3) The audited consolidated financial statements of the Guarantor for the fiscal year ended on 31 December 2012 consisting of
 - Balance sheet (page 8),
 - Income statement (page 7),
 - Cash flow statement (page 9, 10),
 - Notes (pages 11 - 31).
- (4) The Auditors' Report on the consolidated financial statements of the Guarantor for the fiscal year ended on 31 December 2012.
- (5) The audited consolidated financial statements of the Guarantor for the fiscal year ended on 31 December 2011 consisting of
 - Balance sheet (page 8),
 - Income statement (page 7),
 - Cash flow statement (page 9,10),
 - Notes (pages 11- 30).
- (6) The Auditors' Report on the consolidated financial statements of the Guarantor for the fiscal year ended on 31 December 2011.

The information not incorporated by reference into this prospectus but contained in one of the source documents mentioned in the cross reference list above is either not relevant for the investor or covered in another part of the prospectus.

The documents incorporated by reference are available on the website of the Luxembourg Stock Exchange (www.bourse.lu) for the time of the validity of the Prospectus.

Documents on Display

For the time of the validity of the Prospectus, copies of the following documents may be inspected during normal business hours at the specified office of the Principal Paying Agent and as long as the Notes are listed on the official list and admitted to trading on the regulated market of the Luxembourg Stock Exchange the documents set out under (d) and (e) below will be available on the website of the Luxembourg Stock Exchange (www.bourse.lu):

- (a) the articles of association of the Issuer;
- (b) the articles of association of the Guarantor;
- (c) the Guarantee;
- (d) the Prospectus;
- (e) the documents incorporated by reference set out above.

Addresses

Issuer

Ferratum Capital Germany GmbH
Mommsenstraße 71
10629 Berlin
Germany

Guarantor

JT Family Holding Oy
Ratamestarinkatu 11A
05200 Helsinki
Finland

Principal Paying Agent

biw Bank für Investments und Wertpapiere AG
Hausbroicher Straße 222
47877 Willich
Germany