

## TERMS AND CONDITIONS OF EVERAUS KINNISVARA AS UP TO EUR 8,000,000 UNSECURED BOND ISSUE PROGRAM

These Terms and Conditions of Everaus Kinnisvara AS unsecured bond issue (the “**Terms**”) are adopted on 22 April 2025 by Everaus Kinnisvara AS, a public limited liability company registered under the laws of the Republic of Estonia, registry code 14476479, address Vana-Tartu mnt 22c, 75304 Järveküla, Rae vald, Harju maakond, Estonia (the “**Issuer**”). The Terms are approved and confirmed by the Issuer’s supervisory board (in Estonian: *nõukogu*) on 22 April 2025.

### 1. GENERAL PROVISIONS

- 1.1 The Issuer shall, in accordance with the Terms, issue the Bonds and perform the obligations arising from the Bonds to the Investors.
- 1.2 These Terms shall constitute basis of relevant parties’ (*i.e.* Issuer’s, Investors’ and any other persons’ who might become subject to the regulation of the Terms) rights and obligations related to the Bonds together with other applicable Bond related documents.
- 1.3 The Terms and Final Terms shall be submitted to the Register and are available at the Issuer’s website indicated in the Terms.
- 1.4 Under the Terms, the Issuer has the right to issue the Bonds in different series to be decided separately (each a “**Series**”). In addition to the Terms, the specific terms and conditions of each Series will apply to all Bonds of the relevant Series (the “**Final Terms**”). These Terms do not exclude or restrict the right of the Issuer to make further issues of bonds on the basis of terms and conditions other than these Terms.
- 1.5 In the event of any inconsistency between these Terms and the Final Terms, the Final Terms shall prevail.

### 2. DEFINITIONS

- 2.1 For the purpose of the Terms, the following terms shall have the following meanings:
  - 2.1.1 “**Affiliate**” shall mean any person:
    - (a) who directly or indirectly controls, or is controlled by, or is under the common control of the relevant party; or
    - (b) who directly or indirectly beneficially owns or holds at least 50 per cent of the voting stock, or any class of voting stock in the relevant party; or
    - (c) in whom at least 50 per cent of the voting stock in the person is directly or indirectly beneficially owned or held by the relevant party; or
    - (d) who is either directly or indirectly controlled by a person who is an Affiliate of the relevant party.
  - 2.1.2 “**Bond**” shall mean unsecured bonds issued by the Issuer under these Terms and the relevant Final Terms, representing an unsecured debt obligation to the Investor.
  - 2.1.3 “**Business Day**” shall mean a day, which is not a Saturday, a Sunday or an Estonian national or public holiday.
  - 2.1.4 “**Default**” shall have the meaning assigned to it in Section 8.1.
  - 2.1.5 “**Extraordinary Early Redemption Notice**” shall have the meaning assigned to such term in Section 9.1.
  - 2.1.6 “**Final Terms**” shall mean final terms, substantially in the form provided in the Schedule, of the respective Bonds issued in the respective Series, which are adopted by the Issuer’s supervisory board.
  - 2.1.7 “**First Issue Date**” shall mean the date specified as Issue Date in the Final Terms of the first Series.

- 2.1.8 **"First North"** shall mean a multilateral trading facility operated by Nasdaq Tallinn AS in Tallinn, which is not a regulated market for the purposes of the Securities Markets Act (in Estonian: *väärtpaberituru seadus*) and other legal acts.
- 2.1.9 **"Information Document"** shall mean a company description or investment informational document for public offering of the Bonds prepared by the Issuer.
- 2.1.10 **"Interest"** shall mean the interest on the Bonds that shall accrue on the Nominal Value of the Bonds in accordance with Section 6 and the Final Terms.
- 2.1.11 **"Interest Payment Date"** shall mean the date(s) set forth in the Final Terms on which the Interest is paid each year and finally the Maturity Date.
- 2.1.12 **"Investor"** shall mean any person who according to the information available at the Register is the owner of the Bonds as of the relevant moment.
- 2.1.13 **"Issue Date"** shall mean the date specified in the relevant Final Terms, on which the Issuer shall issue the Bonds and transfer them to the Investor's securities' account.
- 2.1.14 **"Issue Price"** shall mean the price, specified in the Final Terms, which is to be paid per each subscribed Bond upon subscription.
- 2.1.15 **"Issuer"** shall mean Everaus Kinnisvara AS, registry code 14476479, address Vana-Tartu mnt 22c, 75304 Järveküla, Rae vald, Harju maakond, Estonia.
- 2.1.16 **"Majority Investors"** shall mean Investor(s) (excluding the Issuer and any of its Affiliates) who, at the relevant time, in aggregate hold(s) at least 2/3 of all the outstanding Bonds of the respective Series.
- 2.1.17 **"Maturity Date"** shall mean a date specified in the Final Terms, on which the Issuer shall redeem the Bonds of the respective Series.
- 2.1.18 **"Nominal Value"** shall mean the face value of a single Bond, being 1,000 euros.
- 2.1.19 **"Program"** shall mean the Bonds' issue program in relation to which the Bonds are issued under the Terms in one or several Series during the period of 3 years from the First Issue Date.
- 2.1.20 **"Register"** shall mean the Estonian Register of Securities (in Estonian: *Eesti väärtpaberiregister*) as specified in the Securities Register Maintenance Act (in Estonian: *Väärtpaberite registri pidamise seadus*), kept by Nasdaq CSD SE, reg. no. 40003242879.
- 2.1.21 **"Series"** shall mean any issue of Bonds issued under the Terms and any of the Final Terms with the same ISIN code.
- 2.1.22 **"Terms"** shall mean these terms and conditions of Everaus Kinnisvara AS unsecured bond issue program in the amount of up to EUR 8,000,000.
- 2.2 The words and definitions in the Terms denoting the singular include the plural and *vice versa*.
- 2.3 The headings in the Terms have been entered for convenience purposes only and shall have no impact on the interpretation of any provision of the Terms.
- 2.4 In these Terms, **"control"** (including, with correlative meanings, the terms **"controlled by"** and **"under common control with"** and **"jointly controlled"**), as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, or the power to directly or indirectly nominate the majority of the members of the management or supervisory board of a legal person, whether through the direct or indirect ownership of voting shares, by contract or otherwise.

### 3. BONDS AND REGISTRATION OF THE BONDS

- 3.1 The Issuer shall issue up to 8,000 Bonds in an aggregate Nominal Value of up to 8,000,000 euros at its own discretion in one or multiple Series. The Issuer may cancel the Series at its discretion at any time until the determination of the Issue Date of the respective Series.
- 3.2 The Bonds are denominated in euros.
- 3.3 All Bonds in each Series shall bear the same rights and obligations and shall be registered under the same ISIN code in the Register. Each separate Series, and the Bonds therein, shall

be registered under new ISIN code in the Register. Unless otherwise specified in the Terms or the Final Terms all Investors of the respective Series shall be treated under the same circumstances equally, taking into account the number of Bonds held by the relevant Investor.

- 3.4 The Bonds will be issued in dematerialised book-entry form, registered in the Register and held in dematerialised form on the securities accounts of the Investors. The Bonds are not numbered. Upon issuance, the Bonds shall be transferred to the Investors free and clear of any pledges and other encumbrances.
- 3.5 A Bond shall be valid from its Issue Date until deletion of such Bond from the Register (including, in any case the issued Bond shall bear interest from the day following its Issue Date).
- 3.6 The Bonds represent a legally binding unsecured debt obligation of the Issuer towards the Investors. In the event of the (i) voluntary or involuntary liquidation (in Estonian: *likvideerimine*) or (ii) bankruptcy (in Estonian: *pankrot*) of the Issuer, the rights and claims (if any) of the Investors to payments on or in respect of the Bonds shall rank at least *pari passu* with all other unsubordinated and unsecured debt obligations of the Issuer.
- 3.7 The Issuer is liable for the performance of its obligations deriving from the Bonds with all its assets.
- 3.8 The Issuer and its Affiliates may acquire and own the Bonds (including, as from initial issue of the Bonds on the Issue Date), but the Issuer and its Affiliates shall have no voting and similar rights upon adopting any resolution of the Investors under the Terms and the Bonds held by the Issuer and its Affiliates shall not be considered (excluded) for the purpose of determining the quorum for such voting and resolutions.
- 3.9 The Issuer shall organise the registration of the Bonds in the Register and transfer of the issued Bonds to the Investors on the Issue Date.
- 3.10 The Issuer shall procure that the registration of the Bonds in the Register shall at all times correspond to the actual circumstances and shall organise the registration in the Register of all necessary alterations thereto (including, the Issuer shall notify the manager of the Register about the amendments to the Terms and provide the Register with any other information required under the applicable laws or Register regulations).

#### **4. ISSUANCE AND TRANSFER OF THE BONDS**

- 4.1 The Bonds shall be issued and distributed only to the Investor(s) in accordance with the Final Terms and these Terms by the way of public offering for the purposes of the applicable laws and regulations regulating the securities market.
- 4.2 The Bonds will be issued to the Investors on the requested Issue Date for the price per Bond which is equal to the Issue Price.
- 4.3 The Investor shall subscribe for the Bonds of respective Series as set forth in the Information Document.
- 4.4 Subject to the laws and regulations concerning the offering of securities and the regulation of the Terms and Final Terms, the Bonds are freely transferable and may be encumbered after the Bonds have been registered in the Register.
- 4.5 Any Investor wishing to transfer the Bonds must ensure that any offering related to such transfer would not qualify as an offering requiring the publication of a prospectus or investment information sheet in the meaning of the applicable law and that such transfer or offering would otherwise violate any applicable law. Each Investor shall be liable for the compliance with such regulations.
- 4.6 In relation to the Issuer and third parties, the owner of each Bond is determined based on the data in the Register and the title to the Bonds passes by the registration of the transfer of the Bond in the Register.

## **5. OBLIGATIONS AND WARRANTIES OF THE ISSUER**

- 5.1 The Issuer warrants at the date of these Terms, Final Terms and on the Issue Date the following:
  - 5.1.1 The Issuer has all the rights and sufficient authorizations to issue the Bonds and fulfil the obligations arising from the Bonds, the Terms and the Final Terms;
  - 5.1.2 All information provided by the Issuer to the Investors is to the Issuer's knowledge true, accurate, complete and correct and is not misleading in any way;
  - 5.1.3 No Default exists or would reasonably be expected to occur as a result of issuing the Bonds.
- 5.2 The Issuer shall be obliged to comply with the following covenants until all Bonds issued under these Terms are fully redeemed:
  - 5.2.1 The Issuer's equity to assets ratio is at least 20%;
  - 5.2.2 The Issuer shall maintain a loan to cost (total loan amount divided by the total project costs) of 75% or below;
  - 5.2.3 Dividend payments by the Issuer may not exceed 30% of the net profit per financial year according to the balance sheet on the last date of the preceding financial year according to the last audited annual financial report of the Issuer.
- 5.3 After Bonds are listed and admitted to trading on First North, the reporting requirements to such Bonds shall be the requirements of First North. Disclosure of reports shall be made in such manner and form as required by First North and in accordance with the reporting frequency set by First North, but not less than 3 times per calendar year. With regard to the form and content of the reports, the Issuer shall apply the requirements set forth by First North.

## **6. INTEREST**

- 6.1 Each Bond shall bear the Interest with the rate specified in the Final Terms from the day following its Issue Date up to (and including) the Maturity Date, or, in case of early redemption of the Bonds, until the date of payment of the applicable redemption amount (including).
- 6.2 Interest shall be calculated by the Issuer on the basis of the 30/360 convention and all sums shall be rounded to 2 decimals.
- 6.3 The Issuer shall pay accrued Interest to the Investors on each Interest Payment Date (and in case of any early redemption of the Bonds, on the scheduled date of such early redemption).

## **7. REDEMPTION AND VOLUNTARY EARLY REDEMPTION**

- 7.1 Unless previously redeemed or purchased back and deleted from the Register, the Issuer shall redeem each Bond in full (*i.e.* pays the Nominal Value to the Investor) with the accrued Interest (if any) on the Maturity Date.
- 7.2 The Issuer shall be entitled to redeem all or part of the Bonds prematurely at its discretion at any time after the second anniversary (24 months) of the Issue Date by giving the Investors not less than 30 calendar days prior notice and paying for each redeemed Bond the amount equal to the Nominal Value and the accrued Interest (if any). The redemption notice signed and sent by the Issuer to the Investors shall include at least:
  - 7.2.1 The Series of Bonds subject to redemption;
  - 7.2.2 If all or part of the Bonds of the relevant Series are to be redeemed, and if only part, the aggregate number of the Bonds to be redeemed;
  - 7.2.3 The due date for such redemption, which shall be not less than 30 days after the date on which such notice is validly given; and
  - 7.2.4 The amount at which such Bonds are to be redeemed, which shall be their Nominal Value together with accrued Interest thereon.

- 7.3 If the Bonds are redeemed only in part in accordance with the Section 7.2, the Bonds shall be redeemed in proportion to the number of Bonds held by the Investor from the respective Series (rounded up to the first whole number), subject to applicable law and the regulations of First North.
- 7.4 After the payment by the Issuer in full of the Nominal Value and accrued Interest, the Bond shall be considered as redeemed and shall be deleted from the Register. The Issuer shall arrange deletion of the redeemed Bonds from the Register at its own cost.

## 8. DEFAULTS

- 8.1 Unless provided otherwise herein, each of the events or circumstances set out in Section 8.1 is a “Default”:
- 8.1.1 The Issuer does not make any payment in connection with the Bonds of the respective Series on the relevant due date and fails to make such payment within 20 Business Days;
- 8.1.2 Any order or resolution for the insolvency or liquidation of the Issuer is made by the competent court.

## 9. EXTRAORDINARY EARLY REDEMPTION

- 9.1 Upon occurrence of the Default and for as long as the Default is continuing (but subject to Section 9.2), the Investors of the respective Series constituting the Majority Investors shall be entitled to claim the early redemption of the Bonds held by them by submitting a respective notice (the “**Extraordinary Early Redemption Notice**”) to the Issuer. Each Extraordinary Early Redemption Notice must (i) specify the Series of Bonds subject to redemption, (ii) specify the amount of the Bonds that are requested to be redeemed early by the Investor, and (iii) identify the Default constituting the basis for submitting the notice. The Issuer shall be entitled to demand that Investor delivering the Extraordinary Early Redemption Notice would identify itself to a reasonable extent.
- 9.2 Investor included in the Investor Majority may demand the extraordinary early redemption of the Bonds on the basis of Section 9.1 within 40 Business Days from the date when it became (or should have become) aware of the occurrence of the Default event entitling the Investor to claim the extraordinary early redemption of the Bonds.
- 9.3 Upon receipt of the Extraordinary Early Redemption Notices from the Investors constituting the Majority Investors and provided that the Default(s) specified therein is/are continuing, the Issuer shall be obliged to immediately inform the Investors about the requested extraordinary early redemption of the Bonds.
- 9.4 Upon the extraordinary early redemption, the Issuer shall pay for each Bond requested to be redeemed early, the Nominal Value and Interest accrued until the redemption date within 60 Business Days as of the date of the latest Extraordinary Early Redemption Notice, in accordance with regulation of the Terms or Final Terms.
- 9.5 Upon extraordinary early redemption of the Bonds, the Investors shall not be entitled to the compensation of any type of damage or costs (*i.e.* any type of direct or indirect damage such as lost profit *etc.*) or any other compensation from the Issuer even if they are unable to reinvest the amounts repaid at a profit equivalent to that which they would have received if no extraordinary early redemption would have occurred.
- 9.6 The Investor may only demand the early redemption of the Bonds held by it on the date of the Extraordinary Early Redemption Notice. In case the Investor, who has submitted the Extraordinary Early Redemption Notice, transfers, fully or partially, the Bonds subject to the extraordinary early redemption prior to the date when the Issuer shall be obliged to, according to the Terms, make the redemption payments, the relevant Extraordinary Early Redemption Notice shall be considered as cancelled in respect of transferred Bonds.
- 9.7 Investors shall not be entitled to claim the early repayment of the credit represented by the Bonds or otherwise extraordinarily (in Estonian: *erakorraliselt*) cancel (in Estonian: *üles ütlema*) the contractual relationship deriving from the Bonds otherwise than in strict accordance with this Section 9.

## **10. MAJORITY PROCEDURE**

- 10.1 Where these Terms call for a decision or an expression of will by the Majority Investors, such a decision or expression of will must be made in writing, pursuant to this Section 10.
- 10.2 The party requesting the Majority Investors position on any relevant matter, shall distribute the relevant request and information necessary for making such decision to the Investors of the respective Series, whereby, the Issuer shall be obliged to provide upon request the relevant party with the contact details of the Investors of the respective Series.
- 10.3 Majority Investors' decisions shall be taken in writing and they have to be signed by the Majority Investors and any such decision of the Majority Investors will be binding on all Investors of the respective Series.

## **11. PAYMENTS, DEADLINES AND NOTICES**

- 11.1 All payments to the Investors in relation to the Terms and the Final Terms shall be made to the current accounts of those Investor(s) (which must be opened with a bank permitted to operate in EU) who, according to the Register information, hold the Bonds at the close of business of the manager of the Register 4 Business Days before the respective payment date.
- 11.2 Unless provided otherwise in the Terms or the Final Terms, all payments and transfers of Bonds shall be made to the Investors with the payment and securities account details specified in the Register.
- 11.3 All payments to be made in connection with the Bonds shall be calculated and paid by the Issuer taking into account any taxes and other deductions mandatory under applicable law. The Investors shall upon request provide information necessary for the Issuer to determine the taxation obligation and amount in respect of the relevant Investor.
- 11.4 All payments under these Terms shall be made in euro, in immediately available funds and, unless required otherwise under mandatory laws, without any set-off or withholdings.
- 11.5 In case any amount is scheduled for payment on the date which is not a Business Day, the relevant payment shall be made on next Business Day following such date.
- 11.6 If the Investor receives a payment that is insufficient to discharge all the amounts then due and payable by the Issuer under the Terms and the Final Terms, such payment shall be applied towards payment obligations as provided for in the applicable laws.
- 11.7 In case any period of time in the Terms and the Final Terms is measured by reference to months or years, then the term of such period arrives on the date which numerically corresponds to the starting date of such period (unless there is no such date in last month of the period, in which case the term arrives on the last day of such last month in the period).
- 11.8 All notices from the Issuer to the Investors will be deemed to be validly given published through the information system of First North.
- 11.9 All notices from the Investors to the Issuer will be deemed to be validly given if delivered to Issuer's office at or it delivered by e mail to: [investorid@everaus.ee](mailto:investorid@everaus.ee) (or at such other addresses as may have been notified to the Investors in writing or via the Issuer's website at <https://everaus.ee/en/for-investors/>) and will be deemed to have been validly received if sent by e-mail - on the next day of sending the e-mail; if sent by registered mail or courier - after elapse of the period of 3 Business Days as of dispatch.
- 11.10 All communications under the Terms or otherwise in connection with the Bonds shall be in Estonian and English language.

## **12. AMENDING THE TERMS**

- 12.1 The Terms may be amended only upon written agreement of the Issuer and the Investors holding more than 2/3 of all unredeemed registered Bonds irrespective of the Series (excluding the Bonds held by the Issuer and any of its Affiliates) and the following shall apply:

- 12.1.1 Any and all amendments agreed by and between under this Section 12.1 shall be binding upon all the Investors, unless the amendment affects this Section 12, in which case the consent of all Investors shall be required for the amendment;
- 12.1.2 All amendments and supplements to the Terms shall enter into force as from the moment of signing the amendments by the Issuer and the Investors referred to in 12.1 or all Investors (as the case may be).
- 12.2 The Final Terms may be amended only upon written agreement of the Issuer and the Majority Investors, and the following shall apply:
  - 12.2.1 Any and all amendments agreed by and between the Majority Investors and the Issuer shall be binding upon all the Investors of the respective Series;
  - 12.2.2 All amendments and supplements to the Final Terms shall enter into force as from the moment of signing the amendments by the Issuer and the Majority Investors.

### **13. FINAL PROVISIONS**

- 13.1 Any obligation of the Issuer under the Terms may be temporarily or permanently waived by the Investors, whereby the regulation specified in Section 12 shall be applied respectively in relation to approving procedure of the waivers.
- 13.2 Should any provision of these Terms or Final Terms be or become invalid in whole or in part, the other provisions of these Terms or Final Terms shall remain in force. Invalid provisions shall, according to the intent and purpose of the Terms or the Final Terms, be replaced by such valid provisions which in their economic effect come as close as legally possible to that of the invalid provisions.
- 13.3 The Terms, the Bonds, the Final Terms and rights and obligations related thereto shall be governed by the laws of the Republic of Estonia.
- 13.4 Any dispute, conflict or claim related to these Terms, the Final Terms or the Bonds which can't be settled by way of negotiations shall be referred for solving to Harju County Court (in Estonian: *Harju Maakohus*) in Tallinn as a court of first instance.



## Schedule: Form of the Final Terms

### EVERAUS KINNISVARA AS ISSUE OF EUR [●] UNSECURED BONDS

UNDER THE

TERMS AND CONDITIONS OF EVERAUS KINNISVARA AS UP TO EUR 8,000,000 UNSECURED BONDS ISSUE  
PROGRAM DATED 22 APRIL 2025

#### 1. GENERAL PROVISIONS

- 1.1 These final terms of the Bonds (the „Final Terms“) constitute the specific terms and conditions of the Bonds issued by the Issuer, under the up to EUR 8,000,000 and unsecured bond program (the „Program“) and related terms and conditions of Everaus Kinnisvara AS and unsecured bonds dated 22 April 2025 (the „Terms“).
- 1.2 The Final Terms constitute an inseparable part of the Terms and will at all times be interpreted and applied together with the Terms. Words and expressions used, which are defined in the Terms, shall have the same meanings in the Final Terms. In the event of inconsistency between the provisions of Final Terms and provisions of the Terms, the Final Terms shall prevail.
- 1.3 This document constitutes the Final Terms for the Bonds described herein and must be read in conjunction with such Terms. Full information on the offer of the Bonds is only available on the basis of the combination of this Final Terms and the Terms made available in connection with the public offering of the Bonds.
- 1.4 The Final Terms and the Terms are available at the Issuer's office located at the address indicated in these Final Terms and on Issuer's website (<https://everaus.ee/en/for-investors/>).
- 1.5 Upon partial or full redemption of the Bonds the Issuer shall be entitled to take any and all actions necessary (including but not limited to submitting application to the Register) to cause deletion of the Bonds from Register.
- 1.6 Each potential investor of the Bonds must determine the suitability of that investment in light of its own circumstances. A potential investor should not invest in Bonds which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of the Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

#### 2. TERMS OF THE BONDS

- |       |  |   |
|-------|--|---|
| 2.1   | Issuer   | Everaus Kinnisvara AS<br>Vana-Tartu mnt 22c, 75304 Järveküla, Rae vald,<br>Harju maakond, Estonia<br>e-mail: <a href="mailto:investorid@everaus.ee">investorid@everaus.ee</a> |
| 2.2   | Number of Series                                   | [●]   |
| 2.3   | Aggregate Nominal Value of the Bonds in the Series | EUR [●], the aggregate nominal value of the Series may be increased by the Issuer up to EUR [●] until the Issue Date.   |
| 2.4   | The Bond   |   |
| 2.4.1 | Currency:  | EUR   |
| 2.4.2 | Nominal value of the Bond:                         | EUR 1,000   |
| 2.4.3 | Issue Price of the Bond:                           | 100% of the Nominal Value of the Bond   |



2.4.4	Interest rate:	[●] %
2.4.5	Interest Payment Date(s):	[●]
2.4.6	Issue Date:	[●]
2.4.7	Maturity Date:	[●]
2.4.8	Early redemption date:	Any date at the Issuer's discretion after [●].
2.4.9	Redemption price:	Redemption at Nominal Value
2.4.10	ISIN Code:	[●]
2.4.11	Register:	Nasdaq CSD SE, reg.no 40003242879, Estonian branch

### 3. TERMS OF THE OFFERING

3.1	Offer Period:	[●]
3.2	Disclosure of the allocation results of the Bonds:	[●]
3.3	First day of trading on First North:	[●]
3.4	Subscription Information:	See subscribing for the bonds in Section "Subscription of the Bonds" of the Information Document

By acquiring the Bond(s) the Investor confirms that it (i) has read and understands the Terms and the Final Terms; (ii) agrees and commits to adhere to the Terms and the Final Terms; (iii) as an investor has broad experience and knowledge in the matters related to investments into financial instruments (including the financial instruments similar to the Bond(s)); and (iv) has consulted to the extent necessary with its advisors in legal, tax, finance and other relevant matters.

The Issuer and the Investors acknowledge that ISIN code may be not granted to the Issue as of date of the Final Terms because the Bonds may have not been yet registered in the Register as of the date of the Final Terms. The Investors authorise the Issuer to add ISIN code of the Bonds of this Issue to Section 2.4.10 of the Final Terms in hand-written form upon registration of the Bonds in the Register. No separate or additional signing of the Final Terms or the amendment is needed. After adding ISIN code of the Bonds as set forth above in this Section, such addition becomes inseparable and valid addition to the Final Terms.