

**Key Terms obligation emission (Annex I)**

<b>Local partner</b>	MiCredito
<b>Underlying Project Name</b>	MiCrédito
<b>Depot ID</b>	6799
<b>Issue date</b>	To be determined
<b>Maturity date</b>	To be determined
<b>Currency settlement</b>	EUR
<b>Currency outstanding</b>	EUR
<b>Total Issue Amount</b>	€500,000
<b>Nominal value obligation</b>	€50
<b>Net Interest Rate</b>	5.0% per annum
<b>Maturity</b>	24 months

Amortization schedule per individual obligation

<b>Date</b>	<b>Repayment</b>	<b>Interest payment</b>	<b>Total</b>
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**Belangrijkste kenmerken obligatie-uitgifte (Annex I)**

<b>Lokale partner</b>	MiCredito
<b>Project naam</b>	MiCrédito
<b>Depot ID</b>	6799
<b>Datum van uitgifte</b>	To be determined
<b>Afloopdatum</b>	To be determined
<b>Valuta investering</b>	EUR
<b>Valuta uitstaand bedrag</b>	EUR
<b>Hoofdsom uitgifte</b>	€500.000
<b>Nominale waarde obligatie</b>	€50
<b>Netto rente</b>	5.0% op jaarbasis
<b>Looptijd</b>	24 maanden

Aflosschema per obligatie

<b>Datum</b>	<b>Terugbetaling</b>	<b>Rentebetaling</b>	<b>Totaal</b>
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## Annex II Restrictions on sale

### The United States

The Notes have not been and will not be registered under the Securities Act. Trading in the Notes has not been and will not be approved on an exchange or board of trade or otherwise by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act. The Securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons at any time. The Debtor will not offer or sell the Notes at any time within the United States or to, or for the account or benefit of, U.S. persons, and it will send to each person to which it sells Notes at any time a confirmation or other notice setting forth the restrictions on offers and sales of the Notes in the United States or to, or for the account or benefit of, U.S. persons.

Each person who enters into a subscription agreement in relation to the Notes with the Debtor will agree, with respect to the Notes being purchased by it, that it will not offer, or sell the Notes within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each person to which it sells any Securities a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. In addition the Notes will be exercisable by the holder only upon certification as to non-U.S. beneficial ownership. As used in this paragraph "United States" means the United States of America, its territories or possessions, any state of the United States, the District of Columbia or any other enclave of the United States government, its agencies or instrumentalities, and "U.S. person" means (i) any person who is a U.S. person as defined in Regulation S under the Securities Act or (ii) any person or entity other than one of the following:

- (i) a natural person who is not a resident of the United States;
- (ii) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a jurisdiction other than the United States and which has its principal place of business in a jurisdiction other than the United States;
- (iii) an estate or trust, the income of which is not subject to United States income tax regardless of source;
- (iv) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided that units of participation in the entity held by U.S. persons represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by U.S. persons; or
- (v) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

In addition, each purchaser (or transferee) and any person directing such purchase (or transfer) will represent and warrant, or will be deemed to have represented and warranted by purchasing or otherwise holding a Security that on each day from the date on which the purchaser (or transferee) acquires the Security through and including the date on which the purchaser (or transferee) disposes of its interest in the Security, that the purchaser (or transferee) is not an "employee benefit plan" within the meaning of UK/1001958/13 - 95 - 243311/70-40108501 Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to Section 406 of the ERISA, a "plan" subject to Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986 (the "Code"), a person or entity the assets of which include the assets of any such "employee benefit plan" or "plan," or a governmental plan that is subject to any law or regulation that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.

## TERMS AND CONDITIONS NOTES

of

EMPRESA PARA EL APOYO Y DESARROLLO DE LA MICRO Y PEQUEÑA EMPRESA URBANA Y RURAL, SOCIEDAD ANONIMA (MICRÉDITO) incorporated under the laws of Nicaragua, registered with the: Public Registry of Real and Commercial Property of the department of Managua: PUBLIC DEED NUMBER THIRTY (30) CONSTITUTION OF ANONYMOUS COMPANY AND BYLAWS, authorized in the city of Managua, at 9:30 in the morning of December 4 of the year 2009, before the Notarial offices of Ninoska Arguello, under number: 39880-B5; Page: (244-259); Volume: (1089-B5); Second book of Societies and under the number: 35895, page: 139-140, volume: 181, of the book of People. With its statutory seat in Managua - Nicaragua and its registered office address at RUBENIA, MAIN ENTRANCE -VILLA AUSTRIA. MANAGUA - NICARAGUA (the "Debtor")

### Article 1 DEFINITIONS

In these Terms and Conditions the following definitions shall have the meaning referred to below.

- AFM the Dutch Authority for the Financial Markets (Stichting Autoriteit Financiële Markten);  
Annex an annex to these Terms and Conditions;  
Business Day any day on which banks are open for business in the place of business of the Debtor;  
EUR Euro, the official currency of the Eurozone;  
Event of Default each of the events stated in Article 7;  
FSA Dutch Financial Supervision Act (Wet op het financieel toezicht)  
Fully Funded Notice Notice given by the Debtor to the Crowdfunder that it accepts the funding offered via

the Website for the eligible Project(s) of the Debtor and in exchange will issue the Notes in accordance with the Website Access Agreement upon issuance of the signed Fully Funded Notice;  
Giro Act Dutch Securities Giro Act (Wet op het giraal effectenverkeer);  
Interest Payment Date shall have the meaning set forth in Article 3.2;  
Issuance shall have the meaning set forth in Article 2.1;  
Interest Date shall have the meaning set forth in Article 3.1;  
Debtor EMPRESA PARA EL APOYO Y DESARROLLO DE LA MICRO Y PEQUEÑA EMPRESA URBANA Y RURAL, SOCIEDAD ANONIMA (MICRÉDITO) incorporated under the laws of Nicaragua, registered with the: Public Registry of Real and Commercial Property of the department of Managua: PUBLIC DEED NUMBER THIRTY (30) CONSTITUTION OF ANONYMOUS COMPANY AND BYLAWS, authorized in the city of Managua, at 9:30 in the morning of December 4 of the year 2009, before the Notarial offices of Ninoska Arguello, under number: 39880-B5; Page: (244-259); Volume: (1089-B5); Second book of Societies and under the number: 35895, page: 139-140, volume: 181, of the book of People. With its statutory seat in Managua - Nicaragua and its registered office address at RUBENIA, MAIN ENTRANCE -VILLA AUSTRIA. MANAGUA - NICARAGUA  
Debtor's Group shall collectively refer to any affiliates, subsidiaries and parent company/holding company of the Debtor  
Investors the investors in the Notes;  
Crowdfunder Hands-on B.V.;

Website the internet website owned and operated by Hands-on B.V. that allows investors to select and fund Projects by investing in the Notes;  
Material Adverse Effect  
means any circumstance or event which (A) has a material adverse effect for the Investor on the validity, legality or enforceability of the Notes (B) has a material adverse effect on the business, properties, assets, condition (financial or otherwise) of the Debtor, (C) impairs materially the ability of the Debtor to duly and punctually pay or perform its obligations under the Notes;

Notes

the notes of the Debtor issued in accordance with these Terms and Conditions by the Debtor;  
Outstanding Amount the principal amount outstanding under the Notes, which at the Interest Date is EUR 50 per Note and which principal amount may decrease over time based on early repayments in accordance with Article 4;

Prepayment Amount

means amounts prepaid early on the Principal Amount of the Notes, as a result reducing the Principal Amount accordingly, in accordance with Article 4.2;

Prepayment Date shall have the meaning set forth in Article 4.2;

Principal Amount

means EUR 50 per Note as at the Interest Date, which amount may decrease if and when the Debtor makes early Repayments on the Notes;

Project the Project as set out on the Website of the Crowdfunder;

Repayment shall have the meaning set forth in Article 4;

Terms and Conditions the terms and conditions of the Notes as set forth herein;

Voluntary Prepayment shall have the meaning set forth in Article 4.2.

In these Terms and Conditions, unless the context dictates otherwise, references to the singular shall include references to the plural and vice versa and references to any pronoun shall include the corresponding masculine, female or neuter.

## Article 2 NOTE ISSUE

2.1 The Debtor seeks to obtain the relevant (back-filled) funding for the Project, by issuing the Notes pursuant to these Terms and Conditions (the "Issuance"), the terms of which are attached hereto in Annex I.

2.2 The Crowdfunder has a license from the AFM (Autoriteit Financiële Markten) to execute orders and to place financial instruments. The Crowdfunder will place the Project on its Website, ultimately allowing Investors to invest in the Notes.

2.3 The Debtor issues the Notes in accordance with these Terms and Conditions. The Investors are assumed to have taken note of and are bound by these Terms and Conditions.

2.4 The total amount of the offer and issue of the Notes is as stated in Annex I.

2.5 Each Note has a denomination of EUR 50.

2.6 The Debtor may, at its sole discretion redeem (part of) the Notes earlier by early repayment(s) in accordance with Article 4.

2.7 The Notes will be solely offered in countries of the EEA, where the offer is made in accordance with the laws of such EEA country and the Crowdfunder is authorised to execute orders made from potential Investors in such EEA country. The Notes cannot and will not be offered in any country outside of the EEA and may not be sold or resold to Investors who are resident or citizens of other countries, such as the United States of America as set forth in Annex II.

2.8 The Notes will be held in accordance with the Giro Act where the Crowdfunder acts as intermediary (intermediar) under the Giro Act. The Crowdfunder is the holder of the collective depot (verzameldepot) of the Notes and the Debtor will treat the Crowdfunder as the recordholder of the Notes.

2.9 In case of a sale of Notes from one Investor to another Investor, taking into account restrictions on sales, if any, the Notes will be delivered in accordance with the Giro Act and in accordance with the terms and conditions of the Crowdfunder for the Investors.

2.10 Notes do not give right to ownership, voting rights or meeting rights.

2.11 The terms and conditions of the Crowdfunder for Investors contain provisions on the Notes. In case of a discrepancy between such terms and conditions and these Terms and Conditions, these Terms and Conditions will prevail insofar it concerns the Debtor and/or the Notes.

### Article 3 INTEREST

3.1 The Notes are issued by the Debtor and bear interest at the interest rate as stated in Annex I as from the first day of the month following the Project becoming fully funded on the Website of the Crowdfunder and such date is specified in Annex I hereof (the "Interest Date") until and including the Maturity Date, or such earlier date on which the Principal Amount has been repaid in full.

3.2 For the avoidance of doubt, each Note shall bear interest as of the Interest Date, and be payable semi-annually, as per the Amortization Schedule in Annex I ("Interest Payment Date").

3.3 Interest shall be calculated on the basis of 30 (thirty) days in a month and 360 (three hundred and sixty) days in a year. Interest is calculated on the basis of the Outstanding Amount of the Notes in such year, the first year starting as of the Interest Date.

3.4 Interest will be paid on the Interest Payment Date.

### Article 4 REPAYMENT OF THE NOTES AND PAYMENTS ON THE NOTES

4.1 The Notes shall be repaid by the Debtor in accordance with the Amortization Schedule attached hereto ("Repayment") in Annex I. Repayments are semi-annual and in equal instalments.

4.2 Not earlier than 12 (twelve) months after the issuance date, the Debtor may prepay the Principal Amount, in full or in part (the "Prepayment Amount"), on an Interest Payment Date (the relevant Interest Payment Date hereinafter being referred to in this paragraph as the "Prepayment Date") (the "Voluntary Prepayment"). In addition to the Prepayment Amount, the Debtor shall pay to the Investors on the Prepayment Date an amount equal to the sum of: (a) interest accrued on the Prepayment Amount up to the Prepayment Date, and (b) a prepayment fee of 1.5% (one and a half percent) of the Prepayment Amount, and any legal or other fees incurred as a result of the Voluntary Prepayment or otherwise.

4.3 All payments made by the Debtor under the Notes shall be calculated and made in EURO only, and shall be deposited into the bank account of the payment services provider used by the Investors, as provided under the terms and conditions of the Crowdfunder.

4.4 The Debtor shall, under no circumstances, have the right to suspend any payment, the right to set-off or any similar right to withhold payment.

4.5 Payments made by the Debtor shall be first applied to the interest due and subsequently to the Principal Amount.

4.6 If, at any time, the Debtor is in default in the payment of any amount of principal, interest, fees or other obligations due hereunder (whether by acceleration, at maturity or otherwise), the Debtor agrees to pay an additional interest rate of 2% (two percent) per annum above the rate set forth in Article 3.1 on the then due Principal Amount until the date on which the overdue sum is paid.

### Article 5 TAXES

5.1 All taxes charged in Nicaragua in relation to any payments made under the Notes will be paid by the Debtor.

5.2 All payments by the Debtor under the Notes shall be made without any deduction and free and clear of and without deduction for or on account of any taxes, except to the extent that the Debtor is required by law to make payment subject to any taxes. If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by the Debtor under this Agreement, the Debtor shall pay such additional amounts (make whole) as may be necessary to ensure that the Investors receive a net amount equal to the full amount which they would have received had payment not been made subject to tax.

5.3 All taxes required by law to be deducted or withheld by the Debtor from any amounts paid or payable under the Notes shall be paid by the Debtor when due and the Debtor shall, within 15 (fifteen) days of the payment being made, deliver to the Investors evidence satisfactory to the Investors (including all relevant tax receipts) that the payment has been duly remitted to the appropriate authority.

5.4 All costs and expenses of the Investors to be made by the Investors in order to collect payment of any

amount due under the Notes, irrespective as to whether these costs are judicial or extrajudicial, shall be paid and borne by the Debtor.

## Article 6 COVENANTS

6.1 The Debtor, and all other members of the Debtor's Group, shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals, licenses and consents required under any applicable law to enable the Debtor lawfully to enter into and perform its obligations under the Notes and to carry on the business of the Debtor and to ensure the legality, validity, enforceability or admissibility in evidence of the Notes in its jurisdiction of incorporation.

6.2 The Debtor shall comply in all respects with all laws to which it may be subject, except when such failure to comply would not result in a Material Adverse Effect.

6.3 The Debtor shall procure that no substantial change is made to the general nature of its business from that carried on at the date of the origination of the Notes.

6.4 The Debtor shall not undertake or permit the establishment of further subsidiaries or partake in any merger, demerger, amalgamation, joint venture, partnership or co-operation or corporate restructuring, without the prior written consent of the Crowdfunder, which consent will not be unreasonably withheld.

6.5 All costs related to the obligations of the Debtor under this Article shall be borne by the Debtor.

## Article 7 EVENTS OF DEFAULT

7.1 Each of the events as described hereunder constitutes an Event of Default on the part of the Debtor:

(i) the failure to pay any sum due under the Notes at the time, in the currency and in the manner required, which non-payment is not remedied within 30 (thirty) days after the due date thereof;

(ii) a representation or warranty hereunder or repeated by the Debtor in or pursuant to these Terms and Conditions is incorrect or misleading in any material respect;

(iii) the failure to duly perform any other obligation, including the covenants under Article 6, under or resulting from these Terms and Conditions, which non-performance, if capable of remedy, is not remedied within 30 (thirty) days after the Investors relevant notice to the Debtor which notice shall at all times be given by the Crowdfunder on behalf of the Investors;

(iv) an attachment or execution affects any assets of the Debtor and is not discharged within 14 (fourteen) days;

(v) the Debtor creates or permits to subsist a security interest or encumbrance over its assets, save for the security provided to Banco Produzcamos which security will not exceed 20% (twenty percent) of the Debtors total portfolio, without the prior written consent of the Crowdfunder;

(vi) the Debtor, or any other member of the Debtor's Group, under its relevant jurisdiction is declared bankrupt or is granted a moratorium or a request for bankruptcy or moratorium is filed;

(vii) the Debtor, or any other member of the Debtor's Group, is dissolved, a resolution for its dissolution is passed or a request for its dissolution is filed;

(viii) any material debt of the Debtor is not paid when due nor restructured with the consent of the lender/creditor within any originally applicable grace period, or any material debt of the Debtor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an Event of Default (similar as described hereunder);

(ix) any event or circumstance occurs that, in the opinion of the Crowdfunder, might have, directly or indirectly, a Material Adverse Effect on the Debtor's ability to perform any of its payment obligations under the Notes; or

(x) any event of default under the Website Access Agreement concluded between the Crowdfunder and the Debtor.

7.2 The Debtor shall, without any delay, notify the Crowdfunder, in writing if an Event of Default has occurred or is likely to occur.

7.3 If an Event of Default has occurred or is likely to occur, the Investors mandate the Crowdfunder (who shall act in both its own name and that of the Investor, as an agent) to perform any such acts and/or conclude agreements as may be necessary to assist the Debtor avoid and/or mitigate an Event of Default. Without detracting from the generality of the abovementioned provision the Crowdfunder may elect to, amongst others:

- (a) consent to write-offs,
- (b) waive or amend Financial Covenants,
- (c) consent to stand stills,
- (d) consent new repayment plans,
- (e) waive or amend Fees and Interest,
- (f) vary Maturity Dates and/or
- (g) waive Securities.

The Crowdfunder shall exercise this mandate in its sole and absolute discretion and shall thus not be required to give notice to or obtain prior approval from the Investors. The Crowdfunder shall, however,



ensure that the Investors receive communication in respect of any such actions taken by the Crowdfunder.

The Investors have expressly and with full knowledge of the implications, conferred the abovementioned mandate on the Crowdfunder. The Investors agree and confirm that they shall accept all such actions or omissions taken by the Crowdfunder without demur and that same shall be binding on the Investors, where exercised in good faith. The Crowdfunder shall not be liable for any loss and/or damages sustained by the Investor in respect of any such actions or omissions save, where Investors are able to establish bad faith, fraud or gross negligence on the part of the Crowdfunder.

7.4 If an Event of Default has occurred, and under the same mandate, the Crowdfunder shall also be entitled to call up all Notes still outstanding, together with accrued interest and all other amounts owing under the Notes, which will then immediately be due and payable without any notice of default or court intervention being required.

## Article 8 REPRESENTATIONS AND WARRANTIES

8.1 The Debtor explicitly represents and warrants that:

- (i) The Debtor is a company, duly organized, validly existing and in good standing under the laws of its jurisdiction. The Debtor has the power to own its assets and carry on its business substantially as it is being conducted;
- (ii) The Notes will constitute legal, valid and binding obligations against it in accordance with its terms and will not violate any contract of the Debtor entered into prior to the Interest Date of the Notes;
- (iii) The Debtor is authorized and licensed and has the capacity to fulfil its obligations under the Notes, to offer and issue the Notes;
- (iv) No Event or Default is outstanding or likely to result from the Notes;
- (v) The Debtor's obligations towards the Investors under the Notes, rank senior to any company director loan or shareholder loan and at least *pari passu* with the existing or future claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;
- (vi) Neither the Debtor, nor any other member of the Debtor's Group, shall pay or discharge (including, without limitation, by way of set-off or combination of accounts), or grant any guarantee, indemnity, bond, letter of credit or similar assurance against financial loss in support of, any indebtedness owed by it or any other person unless there is prior written consent of the Crowdfunder is obtained;
- (vii) Neither the Debtor, nor any other member of the Debtor's Group, shall declare or pay any dividends upon any of its stock, or purchase, redeem, retire or otherwise acquire, directly or indirectly, any shares, or make any distribution of cash, property or assets among the shareholders, without the prior written consent of the Crowdfunder, which consent will not be unreasonably withheld; and
- (viii) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have been started or threatened against the Debtor, or any other member of the Debtor's Group. In any proceedings taken in its jurisdiction of incorporation in relation to the Notes, the Debtor will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

8.2 Investors will not directly approach the Debtor in the absence of the Crowdfunder.

8.3 The representations set out in this Article 8 shall be deemed to be given and repeated:

- (a) on the Interest Date; and
  - (b) on each Interest Payment Date;
- by reference to the facts and circumstances then existing.

## Article 9 PRESCRIPTION

9.1 Claims against the Debtor for payment of principal and interest in respect of the Notes will be prescribed ('verjaard') and become void unless made within a period of 5 (five) years after the date on which such payment first becomes due.

## Article 10 SECURITY

10.1 The Notes are unsecured.

## Article 11 MISCELLANEOUS

### 11.1 Evidence

Subject to evidence to the contrary or manifest error, the records of the Crowdfunder in respect of the Notes as holder of the collective depot (verzameldepot) will constitute conclusive evidence of the existence and

amounts of any of the obligations of the Debtor under the Notes.

#### 11.2 Notifications

a. All notices and other communications relating to the Notes shall be sent to the following addresses:

(iii) For Investors:

Hands-On B.V.

Eendrachtsplein 3 - unit 2A

3015LA Rotterdam

The Netherlands

Email address: info@Crowdfunder.com

(iv) For Debtor:

MiCrédito, S.A.

RUBENIA, MAIN ENTRANCE -VILLA AUSTRIA. MANAGUA - NICARAGUA.

EMAIL ADDRESS: VERONICA@MICREDITO.COM.NI;

ASISTENTEGERENCIA@MICREDITO.COM.NI

or to such address as stipulated in these Terms and Conditions or as the Debtor or the Crowdfunder (as holder of the collective depot under the Giro Act) may specify, by registered mail with acknowledgement of receipt, by courier, or by e-mail.

b. Notices and other communications sent as outlined below shall be deemed to have been received by the addressee at the following times:

(iii) if delivered by a courier service: at the time the communication is delivered to the addressee by the courier;

(iv) if sent by registered post: on the day specified on the receipt report;

(iii) if sent by e-mail: on the day specified on the corresponding receipt report.

#### 11.3 Invalidity of Provisions

In the event that any provision of the Notes appears to be non-binding, the other provisions of the Notes will continue to be effective. The Debtor is obliged to replace the non-binding provision with another provision that is binding, in such manner that the new provision differs as little as possible from the non-binding provision, taking into account the object and the purpose of the Notes.

11.4 The signed Fully Funded Notice shall form an integral part of the Notes and receipt of the duly signed and executed Fully Funded Notice by the Crowdfunder will constitute the issuance of the Notes in accordance with the Terms and Conditions thereof.

#### Article 12 APPLICABLE LAW AND COMPETENT COURT

12.1 The Notes are governed by the laws of the Netherlands.

12.2 Any dispute arising from the Notes, which cannot be settled amicably, shall be submitted to the competent court in Rotterdam, the Netherlands.