



**MyBucks S.A.**

Luxembourg, Grand Duchy of Luxembourg

8.50% Notes 2017-2020

ISIN DE000A19EN40 / WKN A19EN4

**VOTE WITHOUT MEETING**

**Invitation to Vote**

by

**MyBucks S.A.,**

a public limited liability company (*Société anonyme (S.A.)*)

governed by the laws of the Grand Duchy of Luxembourg,

with legal seat in Luxembourg, Grand Duchy of Luxembourg,

with registered office at 40, avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg,

with principal place of business at 9, Rue du Laboratoire, L-1911 Luxembourg, Grand Duchy of Luxembourg,

and registered with the Luxembourg Register of Commerce and Companies

(*Registre de Commerce et des Sociétés de Luxembourg (RCS)*) under the registration number B 199.543

("Issuer")

relating to the

**up to EUR 30 million 8.50% Notes 2017-2020**

**(ISIN DE000A19EN40 / WKN A19EN4)**

**("Bond"),**

maturing on 12 April 2020 and divided into up to 30,000 notes in the principal amount of EUR 1,000.00, each payable to bearer and ranking *pari passu* with each other (respectively one "Note" and together the "Notes").

The Issuer herewith requests the holders of the Notes (respectively one "Noteholder" and together the "Noteholders") to submit a vote in a vote without meeting within the time period

**commencing on Friday, 20 March 2020, at 00:00 hrs (CET)**

**and**

**ending on Tuesday, 24 March 2020, at 24:00 hrs (CET)**

("Vote without Meeting"; this invitation to vote in the Vote without Meeting, "Invitation to Vote").

### **Important notices**

Noteholders should note the following information:

The publication of this Invitation to Vote within the meaning of the German Act on Debt Securities (*Schuldverschreibungsgesetz* – "**SchVG**") and the information contained herein does not constitute an offer. In particular, the publication and the information contained herein constitute neither an offer to sell nor an offer or invitation to buy, acquire or subscribe for notes or other securities in the Republic of Austria or any other member state of the European Economic Area (EEA).

The following sections A. and B. were prepared voluntarily by the Issuer in order to explain to the Noteholders the background to the proposed resolution of the Vote without Meeting and the items contained therein.

The following sections A. and B. also contain certain forward-looking statements. Forward-looking statements are all statements that do not relate to historical facts or events. This applies in particular to information about the Issuer's intentions, beliefs or current expectations regarding its future financial earning potential, plans, liquidity, prospects, growth, strategy and profitability as well as the economic conditions to which the Issuer is exposed. Forward-looking statements are based on the Issuer's current estimates and assumptions to the best of its knowledge. However, such forward-looking statements are subject to risks and uncertainties as they relate to events and are based on assumptions that may not occur in the future.

This Invitation to Vote has been published since 5 March 2020 in the German Federal Gazette (*Bundesanzeiger*) and on the website of the Issuer (<https://corporate.mybucks.com/corporate-news>) as well as on the website of the Vienna Stock Exchange (*Wiener Börse*) (<https://www.wienerborse.at/en/market-data/bonds/search/>). Neither the Issuer nor affiliated companies or its respective legal representatives, employees or advisers and agents assume any obligation in connection with this Invitation to Vote to update the information contained herein or to provide information about circumstances after the date of this Invitation to Vote.

## A. DESCRIPTION OF THE ISSUER AND THE MYBUCKS GROUP

The Issuer (together with its direct and indirect subsidiaries, "**MyBucks Group**") is a Luxembourg based and Frankfurt stock exchange-listed digital banking company that uses proprietary technology to provide financial services and products to underbanked and unbanked customers predominantly in Africa.

The Issuer is the holding company of the MyBucks Group. The MyBucks Group operates in six African countries and offers credit, banking solutions and insurance products to customers. The MyBucks Group offers its financial products and services via its business units Credit, Insurance and Banking. The financial products and services are offered through its brands GetBucks, GetSure, Opportunity Bank, New Finance Bank and MyBucks Banking Corporation. As of 30 June 2019, MyBucks has issued over 2.5 million loans with a total volume of over EUR 600 million and a current loan book of over EUR 100 million (including the equity accounted investments).

The shares of the Issuer (ISIN LU1404975507 / WKN A2AJLT / Ticker Symbol MBC) are listed on the Regulated Unofficial Market (*Freiverkehr*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) in the segment "Scale".

## B. EXPLANATION OF THE PROPOSED RESOLUTION

Due to a difficult market environment, MyBucks Group has been facing a demanding financial situation over the last few periods. The board of the Issuer responded to these financial challenges by initiating a significant recapitalisation (see the "Chief Financial Officer Review" in the Annual Report 2019 of MyBucks published on <https://corporate.mybucks.com/financial-reports>). The Issuer has already completed phase 1 of this recapitalisation by conducting debt-to-equity transactions. However, the constraints have not been completely resolved.

In order to be able to meet its obligations under the Bond and – at the same time – to achieve and maintain a stable financial situation, a restructuring of the Bond is necessary as part of the recapitalisation process. The restructuring of the Bond provides for (i) the extension of the tenor of the Bond in § 4 para. 4 of the terms and conditions of the Bond ("**Terms and Conditions**") and the respective amendment of the Maturity Date (as defined in § 6 para. 1 of the Terms and Conditions), (ii) the removal of the covenants of the Bond contained in § 3 of the Terms and Conditions ("**Covenants**"), and (iii) the accrual of the annual interest so that there is a bullet repayment including accrued interest on the Maturity Date. All amendments, the extension of the tenor of the Bond, the removal of the Covenants and the deferral of the interest rate payments, will enable the Issuer to continue its recapitalisation process without breaching its obligations under the Bond striving to achieve profitability in the future.

The purpose of the proposed resolution is, therefore, in particular, to (i) extend the tenor of the Bond in § 4 para. 4 of the Terms and Conditions by three (3) years and to amend the Maturity Date in § 6 para. 1 of the Terms and Conditions accordingly, (ii) remove the Covenants contained in § 3 of the Terms and Conditions without replacement and (iii) amend the respective provisions of the Terms and Conditions with respect to the accrual of the annual interest.

The Issuer kindly asks the Noteholders to support the recapitalisation of the MyBucks Group and to vote in favour of the uniform resolution proposal of the Issuer set out in the following section C.

### **C. UNIFORM RESOLUTION PROPOSAL / AGENDA**

The Issuer proposes to the Noteholders to adopt the following resolution, consisting of the resolution items in the following section C.1. as a uniform resolution proposal ("**Uniform Resolution Proposal**") pursuant to section C.2. and puts this Uniform Resolution Proposal to the vote:

#### **1. Amendment of the Terms and Conditions pursuant to § 12 para. 1 of the Terms and Conditions**

a) The tenor of the Bond pursuant to § 4 para. 4 of the Terms and Conditions shall be extended and the existing Maturity Date (as defined in § 6 para. 1 of the Terms and Conditions) shall be postponed by three (3) years, *i.e.* from 12 April 2020 to 12 April 2023. This includes the following amendments of the Terms and Conditions:

- In the title of the Terms and Conditions, the term "2017-2020" shall be replaced by "2017-2023".
- § 4 para. 4 of the Terms and Conditions shall be amended and restated as follows:

*"Die Laufzeit der Schuldverschreibungen beginnt am 12. April 2017 und endet mit dem Ablauf des 12. April 2023."*

*"The tenor of the Notes starts on 12 April 2017 and ends on 12 April 2023 (inclusive)."*

- § 6 para. 1 of the Terms and Conditions shall be amended and restated as follows:

*"Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am 12. April 2023 (der "Fälligkeitstag") zurückgezahlt."*

*"To the extent not previously redeemed in whole or in part or repurchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on 12 April 2023 (the "Maturity Date")."*

b) § 3 of the Terms and Conditions shall be deleted without replacement.

c) The following provisions of the Terms and Conditions shall be amended with respect to the accrual of the annual interest:

- § 4 para. 1 of the Terms and Conditions shall be amended and restated as follows:

***"Zinssatz und Zinszahlungstage***

*Die Schuldverschreibungen werden bezogen auf ihre festgelegte Stückelung verzinst, und zwar vom 12. April 2017 (der*

***"Interest Rate and Interest Payment Dates***

*The Notes shall bear interest on their Specified Denomination at the rate of 8.50 per cent. per annum from and including 12 April 2017 (the*

**"Verzinsungsbeginn"**) (einschließlich) bis zum Fälligkeitstag (wie in § 5 Absatz (1) definiert) (ausschließlich) mit jährlich 8,50%. Die aufgelaufenen Zinsen sind nachträglich am Fälligkeitstag zahlbar."

**"Interest Commencement Date"**) to but excluding the Maturity Date (as defined in § 5(1)). The accrued interest shall be payable in arrears on the Maturity Date."

- § 4 para. 3 of the Terms and Conditions shall be deleted without replacement. § 4 para. 4 of the Terms and Conditions shall be renumbered to § 4 para. 3 of the Terms and Conditions.
- § 6 para. 2 sentence 1 of the Terms and Conditions shall be amended and restated as follows:

**"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 Zahlstelle und gemäß § 12 gegenüber den Gläubigern vorzeitig gekündigt und zu ihrem Vorzeitigen Rückzahlungsbetrag (wie in Absatz (3) definiert) zuzüglich etwaiger bis zum für die Rückzahlung festgesetzten Tag aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze oder Vorschriften der Bundesrepublik Deutschland oder des Großherzogtums Luxemburg oder deren politischen Untergliederungen oder Steuerbehörden oder als Folge einer Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze und Vorschriften am Fälligkeitstag zur Zahlung von zusätzlichen Beträgen (wie in § 7 definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen vernünftiger, der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann."

**"Redemption upon early termination for tax reasons**

The Issuer shall be entitled to early termination of the Notes, in whole but not in part, and to redeem the Notes at the Early Redemption Amount (as defined in subparagraph (3)) together with interest accrued up to the date fixed for redemption on giving not less than 30 days' nor more than 60 days' prior notice to the Paying Agent and pursuant to § 12 to the Holders if, as a result of any change in, or amendment to, the fiscal laws (or any rules or regulations thereunder) of the Federal Republic of Germany or the Grand Duchy of Luxembourg or any political subdivision or any authority thereto or therein, or any change in or amendment to any official interpretation or application of those laws and regulations, the Issuer is under the obligation to pay Additional Amounts (as defined in § 7) on the Maturity Day and the Issuer cannot avoid this obligation with measures reasonably expected from the Issuer."

- d) § 4 of the Terms and Conditions shall be renumbered to § 3. § 5 of the Terms and Conditions shall be renumbered to § 4. § 6 of the Terms and Conditions shall be renumbered to § 5. § 7 of the Terms and Conditions shall be renumbered to § 6. § 8 of the Terms and Conditions shall be renumbered to

§ 7. § 9 of the Terms and Conditions shall be renumbered to § 8. § 10 of the Terms and Conditions shall be renumbered to § 9. § 11 of the Terms and Conditions shall be renumbered to § 10. § 12 of the Terms and Conditions shall be renumbered to § 10. § 13 of the Terms and Conditions shall be renumbered to § 12. § 14 of the Terms and Conditions shall be renumbered to § 13. § 15 of the Terms and Conditions shall be renumbered to § 14. § 16 of the Terms and Conditions shall be renumbered to § 15. In addition, all cross-references in the Terms and Conditions shall be renumbered accordingly, including, but not limited to, the renumbering of cross-references already included in the above amendments.

All other provisions of the Terms and Conditions shall remain unaffected.

## **2. Uniform resolution**

The resolution items in section C.1. constitute a Uniform Resolution Proposal. These resolution items will therefore only be voted on uniformly within the framework of the Uniform Resolution Proposal.

## **3. Severability clause**

Should one or more provisions of the Uniform Resolution Proposal and/or changes to the Terms and Conditions be or become invalid, ineffective or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. Instead of the invalid, ineffective or unenforceable provision or for filling the gap in the provisions, the legally permissible provision shall apply which corresponds as far as possible in economic terms to what the Issuer and the Noteholders intended or would have wanted according to the meaning and purpose of the Projects if they had known of the ineffectiveness of the relevant provision or the gap in the provisions.

## **4. Prerequisite for execution**

The uniform resolution passed pursuant to this section C., insofar as it requires execution, shall only be executed if the following prerequisites have been met:

The Issuer has notified the Notary (as defined below) that the uniform resolution of the Noteholders pursuant to this section C. has not been challenged (*angefochten*) pursuant to Section 20 para. 3 sentences 1 to 3 SchVG or that any actions for rescission (*Anfechtungsklagen*) and/or actions for avoidance (*Nichtigkeitsklagen*) brought have been terminated by settlement, redemption or settlement of the main issue or that the competent court pursuant to Section 20 para. 3 sentence 4 SchVG in conjunction with Section 246a of the German Stock Corporation Act (*Aktiengesetz*) has determined by resolution at the request of the Issuer that the filing of actions for rescission and, if relevant, of actions for annulment does not preclude the execution of the resolution of the Noteholders and that defects of this uniform resolution proposal do not affect the effect of the execution.

The Issuer will announce the date of occurrence of any of the above prerequisites in accordance with § 13 of the Terms and Conditions and subsequently confirm in text form (Section 126b of the German Civil Code (*Bürgerliches Gesetzbuch* – "**BGB**")) to the Notary (as defined below) that the above condition has been ful-

filled. The Notary (as defined below) is not obliged to review the occurrence of the prerequisites and is entitled to execute the resolution upon receipt of the aforementioned confirmation.

## **5. Issuer's consent**

The Issuer hereby grants its consent in advance, *i.e.* with announcement of this Invitation to Vote, to the Uniform Resolution Proposal. No resolution is to be passed on this agenda item.

## **D. LEGAL BASIS FOR THE VOTE WITHOUT MEETING, QUORUM AND MAJORITY REQUIREMENT**

### **1. Legal basis**

The SchVG, as amended from time to time, applies to the Bond. Pursuant to § 14 para. 1 of the Terms and Conditions (*Governing Law*), the Notes, as to form and content, and all rights and obligations of the Noteholders and the Issuer shall be governed exclusively by, and construed in accordance with, German law.

Pursuant to § 12 para. 1 of the Terms and Conditions (*Amendments of the Conditions*), Noteholders may, in accordance with the provisions of the SchVG, 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 § 12 para. 2 of the Terms and Conditions (*Majority*). Majority resolutions shall be binding on all Noteholders. Resolutions which do not provide for identical conditions for all Noteholders are void, unless Noteholders who are disadvantaged have expressly consented to their being treated disadvantageously.

Pursuant to § 12 para. 3 of the Terms and Conditions (*Vote without a Meeting*), all votes will be taken exclusively by vote taken without a meeting pursuant to Section 18 SchVG. A meeting of Noteholders and the assumption of the fees by the Issuer for such a meeting will only take place in the circumstances of Section 18 para. 4 sentence 2 SchVG.

### **2. Quorum**

In a vote without meeting, the quorum in accordance with Section 18 para. 1 SchVG in conjunction with Section 15 para. 3 sentence 1 SchVG will only be satisfied if the Noteholders who duly participate in the vote (*i.e.*, in particular according to the provisions of this Invitation to Vote) in terms of value represent at least half of the outstanding Notes.

Notes whose voting rights are suspended do not count as outstanding Notes.

If, at the end of the Voting Period, the Notary (as defined below) determines that there is no quorum, he may convene a noteholders' meeting for the purpose of a new resolution pursuant to Section 18 para. 4 sentence 2 SchVG; the noteholders' meeting is considered a second noteholders' meeting within the meaning of Section 15 para. 3 sentence 3 SchVG. This second noteholders' meeting has a quorum irrespective of the number of participating Noteholders. However, for resolutions whose effectiveness requires a qualified majority, those present must represent at least 25% of the outstanding Notes.

### **3. Majority requirements**

Pursuant to § 12 para. 2 sentence 1 of the Terms and Conditions (*Majority*), resolutions shall be passed by a majority of not less than 75% 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 Section 5 para. 3 no. 1 to 8 SchVG require a simple majority of the votes cast pursuant to § 12 para. 2 sentence 2 of the Terms and Conditions.

According to section 2., the resolution items as set forth in section C.1. represent a Uniform Resolution Proposal, whereby these resolution items are only voted on uniformly within the framework of the Uniform Resolution Proposal. The resolution items pursuant to sections C.1.a) are intended, in particular, to amend the maturity of the principal claim of the Bond pursuant to Section 5 para. 3 no. 2 SchVG. The Uniform Resolution Proposal therefore requires a qualified majority of 75% of the votes cast pursuant to Section 12 para. 2 sentence 1 of the Terms and Conditions (*Majority*).

#### **E. LEGAL CONSEQUENCES UPON ADOPTION OF THE RESOLUTION**

The legal consequences differ depending on whether the Uniform Resolution Proposal will be passed or not.

If the Noteholders validly pass the Uniform Resolution Proposal, this has, in particular, the following legal consequences:

- A resolution on the Uniform Resolution Proposal passed by the Noteholders with the necessary majority is equally binding on all Noteholders, even if they did not participate in the resolution or voted against the Uniform Resolution Proposal.
- The Terms and Conditions will be amended in accordance with the Uniform Resolution Proposal.

If the Uniform Resolution Proposal is not passed (*e.g.*, because the quorum is not met or the required majority is not reached), the Terms and Conditions remain valid in their present form.

#### **F. PROCEDURE OF THE VOTE WITHOUT MEETING**

##### **1. Notary**

Pursuant to § 12 para. 4 of the Terms and Conditions (*Chair of the Vote*) in conjunction with Section 18 para. 2 SchVG, a vote without meeting will be chaired by a German or foreign notary appointed by the Issuer or, if the Noteholders' Representative (as defined in § 12 para. 6 of the Terms and Conditions) has convened the vote, by the Noteholders' Representative. The Issuer appointed the notary Dr Matthias Horbach with registered office in Frankfurt am Main, Germany, and business premises at c/o Skadden, Arps, Slate, Meagher & Flom LLP, TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany ("**Notary**"), as the chair of the vote to conduct the Vote without Meeting.



## 2. Voting Period

Noteholders who wish to participate in the Vote without Meeting must cast their vote ("**Vote Submission**") in text form (Section 126b BGB) within the time period commencing on Friday, 20 March 2020, 00:00 hrs (CET), and ending on Tuesday, 24 March 2020, 24:00 hrs (CET) ("**Voting Period**"). Vote Submissions that are received by the Notary prior to commencement or after termination of the Voting Period will not be considered.

## 3. Vote Submission

Vote Submissions may only be cast vis-à-vis the Notary at the address given below. The vote is deemed being submitted with receipt (*Zugang*) of the vote by the Notary. The Noteholders are requested to state their (company) name and residence or registered office when voting.

Votes are cast with the Notary by post, fax, e-mail or otherwise in text form (Section 126b BGB) in German or English to the following address:

Notary Dr Matthias Horbach  
"MyBucks-Bond: Vote without Meeting"  
c/o Skadden, Arps, Slate, Meagher & Flom LLP  
TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany  
facsimile: +49 69 74220300  
e-mail: Matthias.Horbach@skadden.com

The following documents are to be attached to the vote submission document, unless these verifications have already been transmitted previously or will be transmitted by the end of the Voting Period to the Notary:

- **proof of the eligibility** to participate in the form of a **Special Confirmation** and a **Blocking Notice** from the depository bank or in form of an **Alternative Proof** (each as defined in section F.4.); and
- a **power of attorney** in conformity with the stipulations in section F.5.3. to the extent that a Noteholder is represented by a third party at the Vote without Meeting.

It is requested that Noteholders that are not individuals but legal entities or partnerships under German law or under foreign law prove their power of representation by submitting a current extract from a relevant register or another equivalent confirmation in accordance with the provisions in section F.5.1.

If Noteholders are represented by a legal representative (*e.g.*, a child by his parents, a ward by its legal guardian) or by an officeholder (*e.g.*, an insolvency administrator), the legal representative or officeholder is requested to prove its statutory power to represent the Noteholder in accordance with the provisions in section F.5.2.

To facilitate and accelerate the counting of votes, the Noteholders are kindly asked to use the form for voting which can be found on the Issuer's website (<https://corporate.mybucks.com/corporate-news>) from the

point in time when the publication of this Invitation to Vote is published ("**Vote Submission Form**"). **However, the effectiveness of a vote submission will not depend on the use of this Vote Submission Form.** The Vote Submission Form will also include any possible countermotions and/or requests for additional motions that have been submitted in due time and form. After receipt of a countermotion or request for an additional motion that has been received in due time and form, the Vote Submission Form published on the Issuer's website will be updated without undue delay.

#### **4. Special Confirmation, Blocking Notice and Alternative Proof**

Noteholders must prove his/her eligibility to participate in the Vote without Meeting no later than by the end of the Voting Period.

In general, proof is to be provided through both a special confirmation by the depository bank in text form (Section 126b BGB) in accordance with letter a) below ("**Special Confirmation**") and by presenting a blocking notice issued by the depository bank in text form (Section 126b BGB) in accordance with letter b) below ("**Blocking Notice**").

##### a) Special Confirmation

A Special Confirmation is a certification of the depository bank which states the aggregate nominal value and/or the number of the Notes which were credited on the day of the issuance of this certification to the securities account of the respective Noteholder at this depository bank and which Noteholder actually holds the account.

##### b) Blocking Notice

A Blocking Notice from the depository bank is a notice according to which the Notes held by the Noteholder are blocked by the depository bank until the end of the Voting Period (*i.e.* until Tuesday, 24 March 2020, at 24:00 hrs (CET)).

Noteholders should contact their depository bank in good time regarding the formalities of the Special Confirmation and the Blocking Notice. If the Special Confirmation and the Blocking Notice are issued after the Noteholder has cast its vote, the depository bank must also confirm that the information described under a) and b) applies already at and since the time of voting.

We kindly ask to use the form provided by the Issuer for the purposes of the Special Confirmation with Blocking Notice. The form for the Special Confirmation with Blocking Notice, which can be used by the depository bank, can be downloaded from the Issuer's website (<https://corporate.mybucks.com/corporate-news>) from the point in time when the publication of this Invitation to Vote is published.

Instead of the Special Confirmation and the Blocking Notice, Noteholders may exceptionally also submit or transmit an alternative proof in text form (Section 126b BGB), which – at the discretion of the Notary – is suitable as proof that (i) the Noteholder is entitled to participate in the Vote without Meeting, and (ii) the Note(s) of the Noteholder cannot be disposed of until the end of the Voting Period ("**Alternative Proof**").

Noteholders that (i) have not submitted or sent the Special Confirmation and the Blocking Notice by the end of the Voting Period in text form (Section 126b BGB) and/or (ii) have not or not had their Notes blocked in a timely manner or (iii) have not submitted or sent an Alternative Proof by the end of the Voting Period in text form (Section 126b BGB), are not entitled to vote. In such cases, authorized representatives of the Noteholders can likewise not exercise a voting right.

## 5. Representatives of the Noteholders

### 5.1 Representative of legal entities and partnerships

Representatives of Noteholders that are legal entities or partnerships under German law (*e.g.*, stock corporation (*Aktiengesellschaft*), limited liability company (*Gesellschaft mit beschränkter Haftung*), limited partnership (*Kommanditgesellschaft*), general partnership (*Offene Handelsgesellschaft*), entrepreneurial company (*Unternehmergesellschaft*), civil partnership (*Gesellschaft bürgerlichen Rechts*)) or under foreign law (*e.g.*, Limited under English law) are, at the latest by the end of the Voting Period, requested to prove their power of representation in addition to the Special Confirmation and the Blocking Note or an Alternative Proof. This proof can be provided by sending a current excerpt from the relevant register (*e.g.*, Commercial Register, Register of Associations) or another equivalent confirmation (*e.g.*, Certificate of Incumbency, Secretary Certificate). **Proof of representation is not, however, a prerequisite for the effectiveness of the Vote Submission. However, the Notary shall be entitled, but not obligated, to reject, at his discretion, votes cast without proof of representation or with proof of representation that is not unequivocal.**

### 5.2 Legal representative or officeholder

Insofar as Noteholders are represented by a legal representative (*e.g.*, a child by its parents, a ward by its legal guardian) or by an officeholder (*e.g.*, an insolvent debtor by its insolvency administrator), the legal representative or officeholder is requested to prove its statutory power to represent the Noteholder in an appropriate manner at the latest by the end of the Voting Period (*e.g.*, by a copy of the civil status documentation or warrant of appointment), in addition to the Special Confirmation together with the Blocking Notice or an Alternative Proof. **Proof of representation is not, however, a prerequisite for the effectiveness of the Vote Submission. However, the Notary shall be entitled, but not obligated, to reject, at his discretion, votes cast without proof of representation or with proof of representation that is not unequivocal.**

### 5.3 Representation through proxy

Each Noteholder may be represented in the Vote Submission by a proxy. The Noteholder may choose the person to serve as a proxy; the depository bank or any other third party may be considered. Voting rights may be exercised by proxy.

The proof regarding the granting of proxy must be submitted by the end of the Voting Period, *i.e.* until Tuesday, 24 March 2020, by 24:00 hrs (CET), to the Notary by post, fax, e-mail or otherwise in text form (Section 126b BGB) in German or English. When voting by proxy, the proxy must, unless these documents have already been transmitted, provide the Notary in text form (Section 126b BGB) with proof of the Note-

holder's eligibility represented by him/her in the form of a Special Confirmation and a Blocking Notice or in the form of an Alternative Proof.

The power of attorney and any instructions given to the proxy by the grantor must be in text form (Section 126b BGB). A form that can be used for granting power of attorney ("**Proxy Form**") can be downloaded from the Issuer's website (<https://corporate.mybucks.com/corporate-news>) from the point in time when the publication of this Invitation to Vote is published. The Noteholders are kindly asked to use this Proxy Form.

## **G. ELIGIBILITY TO PARTICIPATE, VOTING RIGHT AND COUNTING OF VOTES**

### **1. Eligibility to participate**

All Noteholders are entitled to participate in the Vote without Meeting and to exercise their voting rights.

The Noteholders must prove their ownership of one or more Notes by the end of the Voting Period at the latest in accordance with section F.4. If this proof is not provided or not provided in time, the respective Noteholder is not entitled to participate or vote. Representatives of the Noteholder may also not exercise the voting right in such cases.

### **2. Voting right**

Pursuant to § 12 para. 5 of the Terms and Conditions (*Voting Rights*), each Noteholder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes. Therefore, each Note with a nominal value of EUR 1,000.00 entitles its Noteholder to one vote in the Vote without Meeting. In any other respects, Section 6 SchVG is applicable, in particular Section 6 para. 1 sentence 2 SchVG, according to which the voting right attached to such notes is suspended in case (and as long as) the issuer or one of its affiliated companies (Section 271 para. 2 of the German Commercial Code (*Handelsgesetzbuch* – "**HGB**")) are entitled to these notes or these notes are considered for the account of the issuer or one of its affiliated companies.

### **3. Counting the votes**

The voting result is determined on the basis of the addition method (*Additionsverfahren*), *i.e.* the YES votes and the NO votes submitted will be counted. All votes submitted properly within the Voting Period and accompanied with the required verifications will be taken into account.

Reference is made to section D.2, with regard to the quorum requirements.

## H. ADDITIONS TO THE RESOLUTION ITEMS AND COUNTER-MOTIONS

### 1. Additions to the resolution items

Noteholders who hold at least 5% of the outstanding Notes of the Bond in total may request the Issuer that new resolution items are presented to be resolved on (*Ergänzungsverlangen* – "**Request for Additional Resolution Items**").

The new items must be announced by no later than on the third day before the Vote without Meeting in the German Federal Gazette (*Bundesanzeiger*). It should be noted that the documents to be published in the German Federal Gazette (*Bundesanzeiger*) must be conveyed at least two (depending on the size of the document also more) publication days (*i.e.*, days on which the German Federal Gazette (*Bundesanzeiger*) places publications) before publication with the German Federal Gazette (*Bundesanzeiger*). For this reason, the Noteholders are asked to convey any new resolution items to the Issuer by 13 March 2020 at the latest.

### 2. Countermotions

Each Noteholder is entitled to make countermotions (*Gegenanträge*) in respect of the subjects of the Uniform Resolution Proposal ("**Countermotion**"). Countermotions should be made in a manner timely enough to allow them to be published on the Issuer's website (<https://corporate.mybucks.com/corporate-news>) as well as on the website of the Vienna Stock Exchange (*Wiener Börse*) (<https://www.wienerborse.at/en/market-data/bonds/search/>) before the Voting Period begins.

### 3. Addressee of Additional Resolution Items and/or Countermotions

Countermotions and/or Requests for Additional Resolution Items are to be sent to the Notary or the Issuer. The Noteholders are kindly requested to convey any Countermotions or Request for Additional Resolution Items by post, fax, e-mail or otherwise in text form (Section 126b BGB) in German or English language to the following address:

Notary Dr Matthias Horbach  
"MyBucks-Bond: Vote without Meeting"  
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or

MyBucks S.A.  
– Investor Relations –  
"MyBucks-Bond: Vote without Meeting"  
9, Rue du Laboratoire, L-1911 Luxembourg, Grand Duchy of Luxembourg  
e-mail: corporatefinance@mybucks.com

#### **4. Proof of ownership for Requests for Additional Resolution Items and Counter motions**

When conveying a Counter motion and/or submitting a Request for Additional Resolution Items, a proof of the Noteholder's eligibility is to be appended by presenting a Special Confirmation or an Alternative Proof (see above section F.4.); a Blocking Notice is, however, not required. In case of a Request for Additional Resolution Items, the Special Confirmation(s) or Alternative Proofs presented shall additionally set out that the Noteholder(s) who request to submit another resolution item represent (together) 5% of the outstanding Notes. Requests for Additional Resolution Items will also be published in the German Federal Gazette (*Bundesanzeiger*).

#### **5. Making accessible Requests for Additional Resolution Items and Counter motions**

Any properly filed and timely received Counter motions and/or Requests for Additional Resolution Items will be made accessible to the Noteholders on the website of the Issuer (<https://corporate.mybucks.com/corporate-news>) as well as on the website of the Vienna Stock Exchange (*Wiener Börse*) (<https://www.wienerborse.at/en/market-data/bonds/search/>) without undue delay.

#### **I. INFORMATION ON THE OUTSTANDING NOTES**

The current volume of outstanding Notes is EUR 8,205,000.00 and is divided into 8,205 Notes, each having a nominal value of EUR 1,000.00.

The Issuer or its affiliated companies (Section 271 para. 2 HGB) are not currently entitled to hold any Notes. Furthermore, no Notes are currently held for the account of the Issuer or its affiliated companies.

#### **J. DOCUMENTS**

Essential documents in connection with the Objectives will be made available to the Noteholders on the Issuer's website (<https://corporate.mybucks.com/corporate-news>). From the day of publication of this Invitation to Vote until the end of the Voting Period, the following documents, among others, are available to the Noteholders:

- this Invitation to Vote;
- the Vote Submission Form (if required the form already published will be updated);
- the Proxy Form;
- the form for the Special Confirmation and the Blocking Notice; and
- the Terms and Conditions.

Copies of the abovementioned documents will be sent to any Noteholder immediately and at no cost upon request. Such request is to be sent via post, fax, telephone or e-mail to:

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**K. MISCELLANEOUS**

1. The Vote without Meeting, this Invitation to Vote, the Vote Submission Form, the Proxy Form, the form for the Special Confirmation and Blocking Notice, voting proxies, and votes cast as well as any non-contractual obligations or matters arising from or in connection with the above provisions and the Vote without Meeting shall be governed by and construed in accordance with German law.
2. All documents that are to be submitted in conjunction with the Vote without Meeting must be either in German or in English language.

**Data Protection Notice:**

Since 25 May 2018, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) applies throughout EEA. The protection of the personal data of our Noteholders and their legally compliant processing have a high priority for us. In our data protection information for Noteholders we have therefore summarized all information on the processing of personal data of our Noteholders in one place. Information on data protection can be found on the website of the Issuer (<https://corporate.mybucks.com/corporate-news>).

**Luxembourg, in March 2020**

**MyBucks S.A.**  
***The Board of Directors***