



# Bucks

**MyBucks S.A.**

Luxembourg, Grand Duchy of Luxembourg

8.50% Notes 2017-2020

ISIN DE000A19EN40 / WKN A19EN4

**INVITATION TO A SECOND NOTEHOLDERS' MEETING**

*(Einberufung zu einer zweiten Gläubigerversammlung)*

by

**MyBucks S.A.,**

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

governed by the laws of the Grand Duchy of Luxembourg and

with its legal seat in Luxembourg, Grand Duchy of Luxembourg, and

registered office at 9, Rue du Laboratoire, L-1911 Luxembourg, Grand Duchy of Luxembourg,

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 hereby invites the holders of the Notes (respectively one "Noteholder" and together the "Noteholders") to a second meeting of the Noteholders to be held

**on 14 March 2019 at 17:00 hrs (CET)**

**at the offices of the notary Dr. Matthias Horbach ("Notary")**

**c/o Skadden, Arps, Slate, Meagher & Flom LLP,**

**TaunusTurm, Taunustor 1,**

**60310 Frankfurt am Main,**

**Germany**

("Noteholders' Meeting"; the invitation to the Noteholders' Meeting, the "Invitation").

### **Important notices**

Noteholders should note the following information:

The publication of this Invitation 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 preamble to this Invitation (see section A.) and the explanation of the resolution proposal (see section B.) were prepared voluntarily by the Issuer in order to explain to the Noteholders the background of the Noteholders' Meeting and the resolution proposal of the Issuer.

This Invitation has been published since 25 February 2019 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 (<https://www.wienerborse.at/emittenten/neue-und-bestehende-anleihen/emittenten-bekanntmachungen/>). 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 update the information contained herein or to provide information about circumstances after the date of this Invitation.

The preamble of this Invitation (see section A.) also contains 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.

## A. PREAMBLE

### 1. Background of the Noteholders' Meeting

Reference is made to the invitation to vote of the Issuer published on 17 January 2019 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 (<https://www.wienerbourse.at/emittenten/neue-und-bestehende-anleihen/emittenten-bekanntmachungen/>) ("**Invitation to Vote**").

With the Invitation to Vote, the Issuer invited the Noteholders to vote in a vote without a meeting ("**Vote without Meeting**") which was conducted in accordance with the provisions of § 12 para. 3 sent. 1 of the Bond's terms and conditions ("**Terms and Conditions**") and Section 18 of the German Act on Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen – "SchVG"*). No resolutions were passed in the Vote without Meeting during the voting period from Friday, 1 February 2019 at 00:00 hrs (CET), to Wednesday, 6 February 2019 at 24:00 hrs (CET), because the quorum required of 50% of the outstanding Notes was not reached pursuant to Sections 18 para. 4 sent. 2 and 15 para. 3 sent. 1 SchVG.

In view of the inability of the Vote without Meeting to constitute a quorum, the Issuer and the chair of the Vote without Meeting, the notary Dr. Matthias Horbach appointed by the Issuer and with business address in Frankfurt am Main, hereby each convene the Noteholders' Meeting, which shall be held as a general meeting and shall be deemed to be a second meeting of the Noteholders pursuant to § 12 para. 3 sent. 2 of the Terms and Conditions and Section 18 para. 4 sent. 2 SchVG. At the Noteholders' Meeting, the resolution proposal of the Issuer set out in the Invitation to Vote shall be put to the vote again. The following agenda for the Noteholders' Meeting and the Issuer's resolution proposal therefore correspond to the Invitation to Vote.

### 2. General information on the Issuer and the MyBucks Group

The Issuer (together with its direct and indirect subsidiaries, "**MyBucks Group**") is a Frankfurt stock exchange-listed financial technology ("**FinTech**") company embracing technology as a means to provide financial products and services in predominantly high-growth emerging markets, particularly in the emerging markets of Sub-Saharan Africa.

The Issuer is the holding company of the MyBucks Group. Through its direct subsidiaries GetBucks Ltd. based in Mauritius, MyBucks Europe S.A. based in Luxembourg and Get Bucks (Pty) Ltd. based in South Africa, the Issuer holds several indirect subsidiaries which operate the business of the MyBucks Group in various regions of the world, with a focus on Africa.

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. The MyBucks Group currently has around 1.5 million active customers. In less than eight years since the foundation of the issuer, the MyBucks Group has issued around 2.3 million loans with a total value of around EUR 519 million.

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

### **3. Future Strategic Objectives**

Pursuant to the future strategic objectives of the Issuer, the MyBucks Group intends to grow market share in the jurisdictions in which the Issuer operates and to expand to new high-growth geographic regions under new strategic models as well as to increase product diversification (collectively the "**Objectives**").

The Objectives, which build onto and support the existing growth model, are underpinned by the MyBucks Group's product development and technology innovation. The MyBucks Group intends to pursue strategically an outsourced product and technology expansion plan. This would include joint ventures, a franchising model and a white-label technology offering. This strategy effectively provides the opportunity to derive economic benefit from a wide array of contexts and markets.

The Issuer is looking to grow its operations in Africa as Africa has an exceptionally large unbanked population. The continent has infrastructure and institutional challenges, which means that there are large groups of the population that do not use any formalised banking or lending institutions. Cameroon, Ghana, Nigeria, Rwanda, Egypt and Sierra Leone are just some countries MyBucks is considering, and which represent significant economic potential. In addition, MyBucks is also considering in expanding outside Africa, in particular to Asia.

To this end, the Issuer will need to raise capital to fund the growth espoused under these Objectives, which has necessitated this Invitation as explained in the following section B.

### **B. EXPLANATION OF THE RESOLUTION PROPOSAL OF THE ISSUER**

In § 3 of the Terms and Conditions, the Issuer undertook to comply with certain covenants. Pursuant to § 3 para. 2 of the Terms and Conditions (*Maintenance of Consolidated Total Borrowings to Consolidated Net Worth ratio*), the Issuer shall, as long as any of the Notes remains outstanding, not permit the ratio of Consolidated Total Borrowings to Consolidated Net Worth (in each case as defined in § 3 para. 2 of the Terms and Conditions) to be greater than 4.0 to 1.0 as of each Year-End Date and Semi-Annual Date (in each case as defined in § 3 para. 1 of the Terms and Conditions) ("**Financial Covenant**").

The Issuer believes that the Financial Covenant imposes untenable restrictions on the Issuer's ability to raise debt capital to fund the future growth of the MyBucks Group and should therefore be amended to reflect the intended Objectives which had not been anticipated when the Bond was issued. The various initiatives and opportunities for growth identified by the Issuer require additional debt funding which necessitates the amendment of the Financial Covenant to allow the Issuer to fund its Objectives within the framework of the Terms and Conditions. As at 30 June 2018, which is the latest annual financial reporting date, the Issuer was in breach of the Financial Covenant, and owing to the implementation of the foregoing Objectives, the Issuer anticipates that it would continue to be in breach of this Financial Covenant in the foreseeable future.

The purpose of the proposed resolution is, therefore, to amend the ratio of Consolidated Total Borrowings to Consolidated Net Worth (in each case as defined in § 3 para. 2 of the Terms and Conditions) in § 3 para. 2 sub-para. 1 of the Terms and Conditions which shall be increased from “4.0 to 1.0” to “6.0 to 1.0”.

The Issuer kindly asks the Noteholders to support the Issuer to achieve the Objectives and to vote in favour of the resolution proposal of the Issuer set out in section C.2. of this Invitation below.

## **C. AGENDA**

### **1. Verification of the existence of a quorum**

The Noteholders’ Meeting shall only have a quorum with regard to the resolution proposal of the Issuer pursuant to agenda item 2 if the Noteholders present represent at least 25% of the outstanding Notes.

No resolution by the Noteholders is planned for this agenda item.

### **2. Resolution proposal of the Issuer**

The Issuer proposes to the Noteholders to adopt the following resolution in the Noteholders’ Meeting (“**Resolution Proposal**”):

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

*“The Noteholders resolve to amend § 3 para. 2 sub-para. 1 of the Terms and Conditions, approve the respective amendment of § 3 para. 2 sub-para. 1 of the Terms and Conditions and agree on such amendment with the Issuer as follows:*

*„Die Emittentin verpflichtet sich, dass, solange noch Schuldverschreibungen ausstehen, das Verhältnis zwischen Konsolidierten Gesamtverbindlichkeiten und Konsolidiertem Reinvermögen einen Wert von 6,0 zu 1,0 zum jeweiligen Jahresendstichtag bzw. Halbjahresstichtag nicht überschreiten wird.“*

*“As long as any of the Notes remains outstanding, the Issuer will not permit the ratio of Consolidated Total Borrowings to Consolidated Net Worth to be greater than 6.0 to 1.0 as of each Year-End Date and Semi-Annual Date.”*

*All other provisions of § 3 para. 2 of the Terms and Conditions shall remain unaffected.”*

#### **2.2 Prerequisite for execution**

The resolution to be passed pursuant to section C.2.1, insofar as it requires execution, shall only be executed if the following prerequisites have been met:

The Issuer has notified the Notary that the resolution of the Noteholders pursuant to this section C.2.1 has not been challenged (*angefochten*) pursuant to Section 20 para. 3 sent.s 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 sent. 4 SchVG in conjunction with Section 246a German Stock Corporation Act (*Aktiengesetz*) has determined by resolution at 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 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 German Civil Code (*Bürgerliches Gesetzbuch* – “**BGB**”)) to the Notary that the above condition has been fulfilled. The Notary is not obliged to review the occurrence of the prerequisites and is entitled to execute the resolution upon receipt of the aforementioned confirmation.

### **3. The Issuer’s consent**

The Issuer will consent to the amendment of § 3 para. 2 sub-para. 1 of the Terms and Conditions, provided that the resolution pursuant to section C.2.1 is passed with the required majority.

No resolution by the Noteholders is planned for this agenda item.

## **D. LEGAL BASIS FOR THE NOTEHOLDERS’ 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 sent. 1 of the Terms and Conditions, all votes will be taken exclusively by vote taken without a meeting. Pursuant to § 12 para. 3 sent. 2 of the Terms and Conditions, a (physical) meeting of the Noteholders shall only take place in the circumstances of Section 18 para. 4 sent. 2 SchVG, *i.e.* if the required quorum of 50% of the outstanding notes for such vote without meeting cannot be met.

The Noteholders had already been invited to vote on the Resolution Proposal of this Invitation by way of such vote taken without meeting in accordance with § 12 para. 3 sent. 1 of the Terms and Conditions and Section 18 SchVG. However, in the Vote without Meeting in the voting period from Friday, 1 February 2019 at 00:00 hrs (CET), to Wednesday, 6 February 2019 at 24:00 hrs (CET), the quorum required of at least 50%

of the outstanding Notes was not reached. Accordingly, the lack of a quorum was determined in the Vote without Meeting and no resolutions could be passed in this Vote without Meeting. The Issuer or the Notary as chairman of Vote without Meeting may convene a second noteholders' meeting for the purpose of a new resolution pursuant to Section 15 para. 3 sent. 2 SchVG and 18 para. 4 sent. 2 SchVG. A noteholders' meeting convened in this way shall be deemed to be a second noteholders' meeting within the meaning of the SchVG.

## **2. Quorum**

Pursuant to Section 15 para. 3 sent. 3 SchVG, the Noteholders' Meeting has a quorum if the Noteholders present represent at least 25% of the outstanding Notes, since a majority of at least 75% of the participating voting rights (qualified majority) is required for the resolution to be adopted under agenda item C.2. of this Invitation to become effective (see section D.3. of this Invitation below).

## **3. Majority requirements**

Pursuant to § 12 para. 2 sent. 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 Nos. 1 to 8 SchVG require a simple majority of the votes cast. Resolutions pursuant to Section 5 para. 3 No. 10 SchVG concerning the amendment or cancellation of ancillary provisions of the bond therefore also require only a simple majority of the votes cast.

In the present case, the Resolution Proposal is intended to amend the Financial Covenant in § 3 para. 2 of the Terms and Conditions. The heading of § 3 of the Terms and Conditions in the binding German text is "*Nebenverpflichtungen*" (in English: ancillary obligations). However, compliance with the Financial Covenant has a signal effect on the Issuer's financial position, which is determining for an investment decision. Moreover, the Financial Covenant should also ensure the solvency of the Issuer and thus minimize the risk of default. Thus, an amendment to the Financial Covenant is equivalent to the release of collateral pursuant to Section 5 para. 3 No. 6 SchVG which requires a majority of not less than 75% of the votes cast. Thus, the amendment of the Financial Covenant is not an amendment of ancillary provisions of the Bond within the meaning of Section 5 para. 3 No. 10 SchVG.

Therefore, the resolution of the Noteholders on the Resolution Proposal require a majority of not less than 75% of the votes cast pursuant to the general rule in § 12 para. 2 sent. 1 of the Terms and Conditions (*Majority*).

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

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

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

1. A resolution 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 Resolution Proposal.
2. § 3 para. 2 sub-para. 1 of the Terms and Conditions will be amended in accordance to the Resolution Proposal.

If the Resolution Proposal is not passed (*e.g.*, because the quorum is not met or the required majority is not reached), § 3 para. 2 sub-para. 1 of the Terms and Conditions remains valid in its present form.

## **F. PARTICIPATION ENTITLEMENT, VOTING RIGHT, REGISTRATION, PROOFS**

### **1. Participation entitlement**

All Noteholders are entitled to participate in the Noteholders' Meeting and to exercise their voting rights.

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

### **2. Voting and voting right**

The votes will be cast at the Noteholders' Meeting by raise of hands.

The voting result is determined on the basis of the addition method (*Additionsverfahren*), *i.e.* the YES votes and the NO votes will be counted.

Pursuant to § 12 para. 5 of the Terms and Conditions (*Voting Rights*), each Noteholder participating in the 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 Noteholders' Meeting. In any other respects, Section 6 SchVG is applicable, in particular Section 6 para. 1 sent. 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 German Commercial Code (*Handelsgesetzbuch – "HGB"*)) are entitled to these notes or these notes are considered to be held for the account of the issuer or one of its affiliated companies.

Reference is made to section D.2. of this Invitation with regard to the quorum requirements.

### **3. Registration**

Prior registration is not required to attend the Noteholders' Meeting.



#### 4. Proofs

All Noteholders must prove their entitlement to participate at the Noteholders' Meeting by delivering the following documents at the latest by the beginning of the Noteholders' Meeting, *i.e.* by 14 March 2019, 17:00 hrs (CET):

- **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 this section F.4.); and
- a **power of attorney** in conformity with the stipulations in section H.3. to the extent that a Noteholder is represented by a third party at the Noteholders' Meeting.

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 from the time the Special Confirmation with Blocking Notice is issued until the end of the day of the Noteholders' Meeting (*i.e.* until 14 March 2019, 24:00 hrs (CET)).

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>).

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 Noteholders' Meeting, and (ii) the Note(s) of the Noteholder cannot be disposed of until the end of the day of the Noteholders' Meeting ("**Alternative Proof**").

**Noteholders that (i) have not submitted or sent the Special Confirmation and the Blocking Notice by the beginning of the Noteholders' Meeting 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 be-**

**gining of the Noteholders' Meeting 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.**

## **G. PROCEDURES FOR PARTICIPATING IN THE NOTEHOLDERS' MEETING**

For simplification reasons, the Noteholders are kindly asked to cast their vote through the Voting Agent (as defined below) as proxy (see section G.1. below). Alternatively, Noteholders or their representatives (other than the Voting Agent) may, however, also attend physically at the Noteholders' Meeting (see section G.2. below).

### **1. Voting through the Voting Agent as proxy**

The Noteholders are kindly asked to grant a power of attorney with a voting instruction on the Resolution Proposal ("**Voting Agent Proxy**") to Sergey Gorchakov (the "**Voting Agent**") who is an employee of the Issuer.

The Voting Agent Proxy includes voting on the Resolution Proposal published in this Invitation and, if applicable, on counter motions and/or additions to the resolution items.

The Voting Agent may only exercise the power of attorney granted to him with the Voting Agent Proxy to the extent that he has been given a voting instruction. He is obliged to vote in accordance with the respective voting instruction of the Noteholder. The Voting Agent will not exercise the voting right in the case of votes whose subject matter is not known in advance of the Noteholders' Meeting. In these cases - depending on the voting procedure - the Voting Agent will abstain or not participate in the vote. The same applies to the vote on a counter motion without express instructions. It is not possible to instruct the Voting Agent to declare objections, to submit motions or to raise questions.

However, the Voting Agent may be instructed to always vote in accordance with the Issuer's recommendations, if any, when voting on counter motions and/or requests for additional resolution items. If no such instruction is given, the votes of the Noteholders are always cast and counted as abstentions in the voting on such items if no individual instruction has been given to the Voting Agent for this purpose.

A form for the Voting Agent Proxy ("**Voting Agent Proxy Form**") is available on the Issuer's website (<https://corporate.mybucks.com/corporate-news>).

### **2. Attending the Noteholders' Meeting**

While Noteholders are kindly asked to vote through the Voting Agent, each Noteholder may alternatively cast votes directly at the Noteholders' Meeting, either by physically attending and acting as principal on its own behalf or by appointing a physically attending proxy, voting agent or other agent (other than the Voting Agent).

## H. REPRESENTATIVES OF THE NOTEHOLDERS

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 H.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 H.2.

### 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 beginning of the Noteholders' Meeting, 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.**

### 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 beginning of the Noteholders' Meeting (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.**

### 3. Representation through proxy

Each Noteholder may be represented in the Noteholders' Meeting 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 at the latest by the beginning of the Noteholders' Meeting, *i.e.* until 14 March 2019, 17:00 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 Noteholder'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>). The Noteholders are kindly asked to use this Proxy Form.

## **I. ADDITIONS TO THE RESOLUTION ITEMS AND COUNTERMOTIONS**

### **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 Noteholders' 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 6 March 2019 at the latest.

### **2. Counter motions**

Each Noteholder is entitled to make counter motions (*Gegenanträge*) in respect of the Resolution Proposal ("**Counter motion**"). Counter motions 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 (<https://www.wienerbourse.at/emittenten/neue-und-bestehende-anleihen/emittenten-bekanntmachungen/>) before the Noteholders' Meeting begins.

### **3. Addressee of Additional Resolution Items and/or Counter motions**

Counter motions 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 Counter motions or Request for Additional Resolution Items by mail, 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: Noteholders' Meeting"  
c/o Skadden, Arps, Slate, Meagher & Flom LLP

TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany  
facsimile: +49 69 74220300  
e-mail: mhorbach@skadden.com

or

MyBucks S.A.  
– Investor Relations –  
“MyBucks-Bond: Noteholders’ 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 (<https://www.wienerbourse.at/emittenten/neue-und-bestehende-anleihen/emittenten-bekanntmachungen/>) without undue delay.

#### **J. 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.

#### **K. DOCUMENTS**

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

- this Invitation;

- the Voting Agent Proxy Form;
- 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:

MyBucks S.A.  
 – Investor Relations –  
 “MyBucks-Bond: Noteholders’ Meeting”  
 9, Rue du Laboratoire, L-1911 Luxembourg, Grand Duchy of Luxembourg  
 e-mail: corporatefinance@mybucks.com

#### **L. MISCELLANEOUS**

1. The Noteholders’ Meeting, this Invitation, the Special Proxy Form, the Proxy Form, the form for the Special Confirmation and Blocking Notice, proxies as well as any non-contractual obligations or matters arising from or in connection with the above provisions and the Noteholders’ Meeting shall be governed by and construed in accordance with German law.
2. All documents that are to be submitted in conjunction with the Noteholders’ Meeting must be either in German or in English language.
3. Answers to Noteholders’ questions in the context with this Invitation (so-called FAQs) will be made available to Noteholders on the Issuer’s website (<https://corporate.mybucks.com/corporate-news>). Please note that we do so for reasons of good investor communication and without acknowledging any legal obligation.

#### **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 February 2019**

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

Also the Notary Dr. Matthias Horbach with business address at c/o Skadden, Arps, Slate, Meagher & Flom LLP, TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany, in its capacity as chairman of the Vote without Meeting hereby invites the Noteholders and publishes the above Invitation to the Noteholders' Meeting to be held on 14 March 2019 at 17:00 hrs (CET) at the offices of the Notary c/o Skadden, Arps, Slate, Meagher & Flom LLP, TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany, and hereby announces the Resolution Proposal submitted by the Issuer under section C.1. of the above Invitation.

**Frankfurt am Main, in February 2019**

***Notary (Notar) Dr. Matthias Horbach, Frankfurt am Main***