AS PRO KAPITAL GRUPP

BASE PROSPECTUS

FOR EUR 10,000,000 NON-CONVERTIBLE BOND PROGRAMME

This base prospectus (the **Prospectus**) has been prepared by AS Pro Kapital Grupp (public limited company established and existing under the laws of the Republic of Estonia, registered in the Estonian Commercial Register with the registry code 10278802 and registered address Sõjakooli 11, 11316 Tallinn, Estonia) (the **Issuer**) in connection with the public offering and admission to trading of unsecured bonds to be issued by the Issuer on the Baltic Bond List of the Nasdaq Tallinn Stock Exchange.

The Issuer has decided on 3 September 2026 to launch a programme for publicly offering up to 10,000 bonds with the nominal value of EUR 1,000 (the **Bonds**) to qualified and retail investors in Estonia, Latvia and Lithuania, in one or more tranches (the **Issue**) whereas the issue of each tranche will be decided separately (the **Programme**). In addition to investors in Estonia, Latvia and Lithuania, the Issuer may also offer the Bonds to qualified investors in any Member State of the European Economic Area (the **EEA**) relying on the applicable exemption from the obligation to publish a prospectus as set out in Article 1(4)(a) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Directive 2003/71/EC (the **Prospectus Regulation**). The total volume of the Programme will at no time exceed EUR 10,000,000.

Simultaneously with the Issue, the Issuer will apply for the admission to trading of the Bonds on the Baltic Bond List of the Nasdaq Tallinn Stock Exchange. Each tranche of bonds to be issued under the Programme will be admitted to trading (if admission is approved) on the Baltic Bond List of the Nasdaq Tallinn Stock Exchange upon submission of the relevant Final Terms (as defined below) of the Bonds and other required information.

The Prospectus does not constitute or form part of any offer to sell or issue, or any solicitation of any offer to acquire, the Bonds in any jurisdiction in which such offer or solicitation would be unlawful. The Bonds may be publicly offered to qualified and retail investors in Estonia, Latvia and Lithuania. The Bonds may also be offered solely to qualified investors in other member states of the EEA in reliance on the applicable exemption from the obligation to publish a prospectus. The Bonds shall not be offered in any other jurisdiction and the documentation related to the Bonds may not be distributed in any other jurisdiction. The Bonds shall be not offered or transferred directly or indirectly to any Russian or Belarussian national or natural persons residing in Russia or Belarus, or any legal person, entity or body established in Russia or Belarus, and regardless of nationality, residence or establishment to any person to whom such offering, sale, transfer or delivery of Bonds is restricted or prohibited by international sanctions, national transaction restrictions or other similar measures established by an international organisation or any country (including the European Union and the United Nations).

The distribution of this Prospectus and the placement of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required to inform themselves about, and to observe, such restrictions. Any failure to comply with the restrictions may constitute a violation of the laws of the relevant jurisdiction. **No action has been taken by the Issuer in relation to the**

Bonds or distribution of this Prospectus in any jurisdiction where action is required, other than in Estonia, Latvia, and Lithuania. The Issuer is not liable in case where action is taken in contradiction with the restrictions mentioned herein. Without limiting the generality of the foregoing, the Bonds may not be offered, sold, resold, or transferred, directly or indirectly, in the United States. The Bonds are not registered with any US regulatory authority under the US Securities Act of 1933, as amended, or on any US securities exchange.

Investing in the Bonds involves certain risks. By subscribing for or otherwise acquiring the Bonds, the Investor assumes the risks outlined in the Prospectus pertaining to both the Issuer and the Bonds. If any of these risks materialize, the Investor may not receive the expected return or may incur partial or complete loss of their investment. All statements regarding the Issuer's and its associated companies' business, financial position and prospects as well as the issue of the Bonds should be viewed in light of the risk factors set out herein.

Investors are advised to carefully review the information contained in this Prospectus before making a decision to acquire the Bonds. Nothing in this Prospectus shall be construed as investment advice or a recommendation by the Issuer or any other person. The Issuer, AS LHV Pank as the Arranger and other persons involved in preparing this Prospectus do not provide recommendations or advice on the acquisition of the Bonds.

Investors should conduct their own inquiries into the possible legal risks and tax consequences associated with the issue of and investment in the Bonds. Each prospective Investor is encouraged to consult with their own financial, legal, business, or tax advisers to fully understand the benefits and risks associated with purchasing the Bonds.

The Bonds offered under this Prospectus are subject to a product approval process within the meaning of (the **MiFID II Product Governance Requirements**):

i) Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended (**MiFID II**);

ii) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and

iii) applicable local implementing measures containing product governance requirements.

Solely for the purposes of the MiFID II Product Governance Requirements, and without assuming any additional civil, contractual or other liability which a "manufacturer" may otherwise have under applicable law, a target market assessment has been carried out in respect of the Bonds by the Arranger who is also acting as the manufacturer for the purposes of the MiFID II Product Governance Requirements.

Based on such target market assessment, the Bonds are considered to be compatible with the following target market:

i) retail investors, professional clients and eligible counterparties, each as defined in MiFID II;

ii) investors seeking interest income and exposure to unsecured fixed-income instruments;

iii) investors who are able to understand the risks associated with an investment in unsecured bonds, including credit risk, liquidity risk, interest rate risk and the risk of losing part or all of the invested capital; and

iv) investors with an investment horizon that is generally aligned with the maturity of the Bonds or who are able to sell the Bonds before maturity, subject to market liquidity.

The Bonds are eligible for distribution through all distribution channels permitted under MiFID II, subject to each distributor's assessment of suitability or appropriateness, as applicable, and compliance with the MiFID II Product Governance Requirements.

Any person subsequently offering, selling or recommending the Bonds (a **Distributor**) should take into account the manufacturer's target market assessment. However, any Distributor subject to MiFID II is responsible for carrying out its own target market assessment in respect of the Bonds, either by adopting or refining the manufacturer's target market assessment, and for determining appropriate distribution channels in accordance with its own suitability and appropriateness obligations under MiFID II.

The target market assessment does not constitute:

i) an assessment of suitability or appropriateness for any particular investor within the meaning of MiFID II; or

ii) a recommendation to any investor or group of investors to invest in, purchase, subscribe for or take any other action in relation to the Bonds.

Each investor should make its own investment decision based on the Prospectus as a whole and, where appropriate, seek independent professional advice before investing in the Bonds.

The Prospectus remains valid for 12 months from the date of its publication. Investors should not assume that the information contained in this Prospectus remains accurate beyond the date of this Prospectus. The delivery of this Prospectus at any time after its date does not imply, under any circumstances, that there have been no changes in the Issuer's status since the date of this Prospectus, nor does it assert the accuracy of the information contained herein beyond the date of its publication. Any supplement to the Prospectus shall be published in the same manner as this Prospectus and shall form an integral part thereof. The obligation to supplement the Prospectus in the event of any significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which can affect the assessment of the Bonds does not apply after the closing of the offering of the Bonds or commencement of trading on the trading venue (whichever occurs later).

The Prospectus is dated 3 September 2026.

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1. INTRODUCTORY INFORMATION

1.1 Governing law and settlement of disputes

The Prospectus has been drawn up in accordance with the Prospectus Regulation and in accordance with the Delegated Regulation[1]. This Prospectus is governed by Estonian law. Any disputes arising in connection with the Issue shall be settled by Harju District Court (in Estonian: *Harju Maakohus*) in Estonia unless the exclusive jurisdiction of any other court is provided for by the provisions of law, which cannot be derogated from by an agreement of the parties. The investor may be required under national law to bear the costs of translating the Prospectus before being able to bring a claim to the court in relation to this Prospectus.

1.2 Persons responsible

In accordance with the Prospectus Regulation and pursuant to Sections 25 - 27 of the Estonian Securities Markets Act, the Issuer is responsible for the information in this Prospectus.

The Issuer accepts responsibility for the fullness and correctness of the information contained in this Prospectus as of the date hereof. Having taken all reasonable care to ensure that such is the case, the Issuer believes that the information contained in this Prospectus is to the best of the Issuer's knowledge, in accordance with the facts, and contains no omission likely to affect its understanding.

Signed on behalf of AS Pro Kapital Grupp

(signed digitally)	(signed digitally)
Edoardo Axel Preatoni	Neringa Rasimavičienė
Management board member	Management board member

Without prejudice to the above, no responsibility is accepted by the persons responsible for the information given in this Prospectus solely on the basis of the summary of any Tranche issued under this Prospectus, including any translation thereof which could be made by any party, unless such summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Bonds.

1.3 Presentation of information

Final Terms and reading the Prospectus

Each Tranche of Bonds will be issued on the terms set out under "Terms and Conditions of the AS Pro Kapital Grupp Non-convertible Bond Issue" (the **Issue Terms**) as completed by a document specific to each such Tranche called final terms (the **Final Terms**). In the event of any inconsistency between the Issue Terms and the relevant Final Terms, the relevant Final Terms shall prevail. The Final Terms of each Tranche will be published together with the summary drawn up for such Tranche at https://www.prokapital.com/bond-issue2026/. The Final Terms and summary of the separate Tranches are not approved by the EFSA or any other supervisory authority but will be filed with the EFSA.

[1] Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004 (the **Delegated Regulation**).

Rounding of numbers

Numerical and quantitative values in this Prospectus (e.g. monetary values, percentage values, etc.) are presented with such precision which is deemed by the Issuer to be sufficient in order to convey adequate and appropriate information. From time to time, quantitative values have been rounded up to the nearest reasonable decimal or whole value in order to avoid excessive level of detail. As a result, certain values presented as percentages do not necessarily add up to 100% due to the effects of approximation. Exact numbers may be derived from the Issuer's Financial Statements (as defined in Section 11 below), to the extent that the relevant information is reflected therein.

Currencies

Unless otherwise expressly stated, financial information is presented in this Prospectus in euros (**EUR**), the official currency of the European Union Member States in the Eurozone.

Date of information

The Prospectus is drawn up on the basis of information which was valid as of the date of the Prospectus. Where not expressly indicated otherwise, all information presented in the Prospectus (including the consolidated financial information of the Issuer, the facts concerning its operations and any information on the markets in which it operates) must be understood to refer to the state of affairs as of the aforementioned date. Where information is presented as of a date other than the date of the Prospectus, this is identified by specifying the relevant date.

Third party information and market information

For portions of the Prospectus, certain information may have been sourced from third parties. Such information is accurately reproduced and as far as the Issuer is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. Where information has been sourced from third parties, a reference to the respective source has been provided together with such information where presented in the Prospectus.

Certain information with respect to the markets in which the Group operates is based on the best assessment made by the Management (as defined in Section 11 below). With respect to the industry in which the Group is active, reliable market information may not available or is incomplete. While reasonable care was taken to provide best possible assessments of the relevant market situation, such information may not be relied upon as final and conclusive. Investors are encouraged to conduct their own investigation of the relevant markets or employ a professional consultant.

Updates

The Issuer will update the information contained in the Prospectus only to such extent and at such intervals and by such means as required by the applicable law or considered necessary and appropriate by the Management. The Issuer is under no obligation to update or modify forward-looking statements included in the Prospectus (please see Section 1.5 below for more details).

Definitions of terms

In the Prospectus, capitalized terms have the meaning ascribed to them in Section 11 and elsewhere in the Prospectus or in the Issue Terms, except for cases where the context evidently requires an interpretation to the contrary. Terms defined in the singular shall include plural and vice versa.

Hyperlinks

The Prospectus contains hyperlinks to websites. Unless specifically incorporated by reference into the Prospectus, information on the website of the Issuer or on any other website mentioned in the Prospectus or any website directly or indirectly linked to these websites has not been verified, has not been scrutinised or approved by the EFSA, is not incorporated by reference into the Prospectus and does not form part of this Prospectus, and investors should not rely on it.

1.4 Accounting standards

The consolidated financial statements of the Issuer have been prepared in accordance with International Financial Reporting Standards as adopted by the European Union (IFRS).

1.5 Forward-looking statements

The Prospectus also includes forward-looking statements. Such forward-looking statements are based on current expectations and projections about future events, which are in turn made based on the best judgment of the Issuer. Certain statements and assumptions are based on the belief of the Issuer as well as information currently available to the Issuer. Any forward-looking statements included in the Prospectus are subject to risks, uncertainties and assumptions about the future operations of the Group, the macro-economic environment and other similar factors.

As with any projection or forecast, they are inherently susceptible to uncertainty and changes in circumstances, and the Issuer is under no obligation to, and expressly disclaims any obligation to, update or alter its forward-looking statements contained in this Prospectus whether as a result of such changes, new information, subsequent events or otherwise.

The validity and accuracy of any forward-looking statements is affected by the fact that the Group operates in a highly competitive business. This business is affected by changes in domestic and foreign laws and regulations (including those of the European Union), taxes, developments in competition, economic, strategic, political and social conditions, consumer response to new and existing products and technological developments and other factors. The Group's actual results may differ materially from the Management's expectations because of the changes in such factors. Other factors and risks could adversely affect the operations, business or financial results of the Group (please see Section 3 below) for a discussion of the risks which are identifiable and deemed material at the date hereof).

1.6 Use of the Prospectus

This Prospectus has been prepared by the Issuer to publicly offer up to 10,000 Bonds with the nominal value of EUR 1,000 to qualified and retail investors in Estonia, Latvia and Lithuania, in one or more Tranches. In addition to investors in Estonia, Latvia and Lithuania, the Issuer may also offer the Bonds to qualified investors in any Member State of the European Economic Area (the EEA) relying on the applicable exemption from the obligation to publish a prospectus as set out in Article 1(4)(a) of the Prospectus Regulation. The Prospectus is not published in any jurisdiction other than Estonia, Latvia and Lithuania and consequently the dissemination of this Prospectus in other countries may be restricted or prohibited by law. It is prohibited to copy or distribute the Prospectus or to reveal or use the information contained herein for any other purpose than considering the purchase of the Bonds. Copying, reproducing (other than for private and non-commercial use) or disseminating this Prospectus without the express written permission of the Issuer is strictly prohibited. The Prospectus does not constitute or form part of any offer to sell or issue, or any solicitation of any offer to acquire, the Bonds in any jurisdiction in which such offer or solicitation would be unlawful.

The Issuer will apply for the admission to trading of the Bonds on the Baltic Bond List of the Nasdaq Tallinn Stock Exchange with the intention to have the first trading day on or about the Issue Date.

1.7 Approval of the Prospectus and Passporting

This Prospectus has been approved by the Estonian Financial Supervision and Resolution Authority (the **EFSA**), as competent authority under the Prospectus Regulation, on 7 September 2026 under registration number 4.3-4.9/4718. The EFSA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation, and should not be considered as an endorsement of the Issuer or the quality of the Bonds that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities of the Issuer.

The Issuer has requested that the EFSA notify the competent authority of Latvia (the Bank of Latvia) and the competent authority of Lithuania (the Bank of Lithuania) of approval of the Prospectus in accordance with Article 25 of the Prospectus Regulation.

1.8 Availability of Prospectus

This Prospectus will be published by means of a stock exchange release through the information system of Tallinn Stock Exchange (https://www.nasdaqbaltic.com/). The Prospectus is also available as of 7 September 2026 in an electronic format on the website of the EFSA (https://www.fi.ee/).

The following documents are available and can be inspected on the website of the Issuer (https://www.prokapital.com/bond-issue2026/) for the term of the Prospectus:

- the Prospectus and any annexes and supplements thereto;
- summaries of the Prospectus in English, Estonian, Latvian and Lithuanian;
- the articles of association of the Issuer;
- financial statements of the Issuer;
- the Issue Terms;
- the Final Terms.

Any interested party may request delivery of an electronic copy of the Prospectus from the Issuer without charge.

1.9 Information incorporated by reference

The following information has been incorporated into the Prospectus by reference:

i) the audited consolidated annual report of the Issuer for the financial year ended 31 December 2025 on pages 1-124 and independent auditor's report thereon on pages 125-130 (available at https://www.nasdaqbaltic.com/market/upload/reports/pkg/2025_ar_en_eur_con.pdf); and

ii) the unaudited consolidated interim report for the six-month period ended 30 June 2026 on pages 1-48 (available at https://www.nasdaqbaltic.com/market/upload/reports/pkg/2026_q2_en_eur_con.pdf).

2. GENERAL DESCRIPTION OF THE BONDS

Please note that the following is a summary of the Issue Terms. The Issuer shall issue the Bonds in accordance with and subject to the Issue Terms (including the Final Terms) and the Resolutions. Binding rights and obligations of the Issuer and the Investors are exclusively set out in the Issue Terms (including the Final Terms). In case of any discrepancy between the Prospectus and the Issue Terms (including the Final Terms), the latter prevail.

2.1 Type and class of Bonds

As part of the Programme, the Issuer may issue Bonds with the Nominal Value of a Bond being EUR 1,000. As of their issuance, the Bonds represent direct and legally binding debt obligations of the Issuer towards the Investors under the Issue Terms. The Bonds are debt securities and are not convertible into the shares of the Issuer. The Investors shall not have the right to receive any equity in the Issuer.

2.2 Volume of Programme

The Issuer may issue Bonds with a maximum aggregate nominal value of EUR 10,000,000, i.e. up to 10,000 Bonds can be issued under the Programme. The Bonds may be issued in Tranches whereas the amount of Bonds issued, their final terms and the timing of the issue will be decided by the Issuer at its discretion and published separately through the information system of Nasdaq Tallinn Stock Exchange and the Website. The Final Terms of the Bonds issued under the Programme will be decided separately for each Tranche by the Management Board.

2.3 Form and registration

The Bonds will be registered in the Estonian Register of Securities which is maintained and operated by Nasdaq CSD SE Eesti filiaal (the Estonian branch of Nasdaq CSD SE incorporated in the Republic of Latvia, registry code of the Estonian branch 14306553 and registered address Maakri tn 19/1, 10145, Tallinn, Republic of Estonia) (the Register). The ownership of a Bond shall be certified by an entry in the Register. No certificate or other evidence of title will be issued to the Investors. The Issuer shall consider the Investor who is registered in the Register as the holder of the Bond as its rightful owner, unless specifically prescribed otherwise in the Issue Terms or by applicable law. The Bonds shall be valid from the date of their settlement in the Register until the date of their redemption. No physical certificates will be issued to the Investors.

2.4 Ranking and subordination

Bonds under the Programme will be issued as unsecured fixed rate Bonds only. The Bonds constitute unsecured, unsubordinated, direct, general and unconditional obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

2.5 Currency

The Bonds are denominated in euros.

2.6 Rights attached to the Bonds

Investors shall have the rights provided in the Issue Terms, the Law of Obligations Act (in Estonian: *võlaõigusseadus*), the Securities Market Act and the rules of Nasdaq Tallinn Stock Exchange. The Investors shall have the following main rights:

a) to receive the interest accrued quarterly;

b) to receive the nominal value of Bonds and the interest accrued and not yet paid on the maturity date of the Bonds;

c) to sell or transfer otherwise all or some of the Bonds;

d) to participate and vote in the meetings of Investors;

e) other rights, established in the Issue Terms (including the Final Terms), the applicable laws and the rules of Nasdaq Tallinn Stock Exchange.

Claims against the Issuer arising from the Bonds will expire unless made within three years after the due date for payment.

2.7 Interest and yield

The Bonds shall bear interest as specified in the Final Terms of each Tranche applied to the outstanding (i.e. unredeemed) Nominal Value of the Bonds. Interest is calculated on the basis of a 360-day year comprised of 12 (twelve) months of 30 (thirty) days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).

Interest is calculated up to and including each Payment Date. The accrued interest is payable quarterly on the Payment Dates. The final interest payment shall be made on the Redemption Date or the date of Early Redemption in full.

The accrued interest in respect of a Bonds will be determined according to the following formula:

$CPN = F \times C \times n/360$, where

CPN is the amount of the accrued interest in EUR,

F is the Nominal Value of the Bond,

C is the annual interest payable on the Bond,

n is the number of days since the Issue Date (in case of a calculation of interest accrued by the first Payment Date, whereas the Issue Date is excluded) or the preceding Payment Date (in all other cases) of the Bond.

The estimated yield to maturity of each Tranche will be specified in the Final Terms. It is calculated on the Issue Date based on the Subscription Price and the scheduled interest and Redemption Payments, assuming that the Bonds are held until maturity, interest payments are reinvested at the same yield and the Bonds are not redeemed early. The yield for an Investor purchasing the Bonds on the secondary market may differ and will depend, among other factors, on the purchase price and the remaining time until maturity.

As of the date of this Prospectus, no credit rating has been assigned to the Bonds at the Issuer's request or with the Issuer's cooperation.

2.8 Maturity of the Bonds

The Bonds are issued with a maturity of 2 years. The Issuer shall redeem the Bonds on the Redemption Date by making the outstanding Redemption Payment to each Investor in accordance with Section 7 of the Issue Terms.

The Issuer may, at its sole discretion, redeem the Bonds fully or partially before the Redemption Date in case 6 (six) months or less remain until the Redemption Date of such Tranche.

Only Investors who individually or collectively hold more than 30 (thirty) percent of the outstanding principal amount of the Bonds have the right to demand extraordinary Early Redemption of the Bonds held by the respective Investor(s) before the Redemption Date in case an Extraordinary Early Redemption Event (as defined in Section 6.3 of the Issue Terms) has occurred and is continuing. If a court declares the Issuer bankrupt, all Bonds (including those held by the Investors who have not submitted an Extraordinary Early Redemption Application) shall be considered as immediately being subject to the extraordinary Early

Redemption with regard to all such Bonds that have not yet matured, in each case without any additional declaration, notice or demand by or to any persons.

2.9 Transferability

There are no restrictions on transfer of Bonds, except that the Bonds cannot be offered, sold, resold, transferred or delivered in such countries or jurisdictions or otherwise in such circumstances in which it would be unlawful.

The Issuer may at any time purchase the Bonds in any manner and at any price in the secondary market (the related parties of the Issuer may purchase the Bonds upon primary distribution as well). Such Bonds may be held, resold or surrendered by the purchaser through the Issuer for cancellation.

2.10 Applicable law

The Bonds will be issued in accordance with and are governed by the laws of the Republic of Estonia unless the exclusive jurisdiction of any other court is provided for by the provisions of law, which cannot be derogated from by an agreement of the parties.

Any dispute, controversy or claim arising out of or related to the Bonds, the issue of the Bonds, the Issue Terms or in connection thereto, or the existence, breach, termination or validity thereof, will be settled by negotiations. If such dispute is not resolved with negotiations, such dispute shall be settled at Harju District Court in Estonia.

2.11 Listing and admission to trading

The Bonds shall be applied for admission to trading on a Baltic Bond List of Nasdaq Tallinn once the Bonds are subscribed for and allocated. The Issuer expects that the Bonds shall be admitted to trading on Nasdaq Tallinn on or about the Issue Date but no later than within 6 (six) months as from placement of the Bonds of the first Tranche at the latest.

2.12 Form of the Final Terms

FINAL TERMS OF THE [*number of Tranche*] OF BONDS

1. GENERAL PROVISIONS

1.1. These Final Terms of the Bonds (the **Final Terms**) constitute the specific terms and conditions of the Bonds issued by the Issuer in the [*number of Tranche*] (the [***number of Tranche***]), under the Terms and Conditions of AS Pro Kapital Grupp Non-Convertible Bonds Issue dated [3 September] 2026 (the **Issue Terms**).

1.2. The Final Terms constitute an inseparable part of the Issue Terms and will at all times be interpreted and applied together with the Issue Terms. Unless otherwise provided in Section 1.1 above, the capitalised terms used in the Final Terms shall have the meaning assigned to them in the Issue Terms. In the event of inconsistency between the provisions of the Final Terms and provisions of the Issue Terms, the Final Terms prevail.

1.3. The net proceeds of the [*number of Tranche*] are used to [*purpose of issuing Bonds*].

1.4. [*List of Agents for the Issuer in offering the respective Tranche*].

1.5. The Issuer is responsible for the adequacy, accuracy and completeness of the information provided for in the Final Terms.

1.6. The Bonds offered under these Final Terms are subject to the terms specified in Section 2 of these Final Terms.

2. TERMS OF BONDS

2.1.	Issuer:	AS Pro Kapital Grupp, Estonian registry code 10278802
2.2.	Securities to be issued:	Unsecured Bonds
2.3.	Offer:	Public offer of bonds only in Estonia, Latvia and Lithuania; private placement (non-public offer) solely to qualified investors only in other EEA member states
2.4.	Tranche:	[*number of Tranche*]
2.5.	Maximum aggregate Nominal Value of the [*number of Tranche*]:	EUR [*amount*] (which the Issuer may increase up to EUR [*amount*] before the Issue Date)
2.6.	Estimated net proceeds:	EUR [*amount*] (EUR [*amount*] in case the aggregate Nominal Value of the Tranche is increased to EUR [*amount*])
2.7.	Information on Bonds:	
2.7.1.	Currency of denomination	EUR
2.7.2.	Nominal Value of a Bond:	EUR 1,000.00
2.7.3.	Subscription Period:	from [*date and time*] until [*date and time*]

2.7.4.	Subscription Date:	[*date and time*]
2.7.5.	Additional allocation principles:	[N/A / ...]
2.7.6.	Issue Date:	[*date*] (on or about, the Issue Date will be the actual date on which the Bonds are settled in the Register)
2.7.7.	Issue Price:	[...]% of the original Nominal Value
2.7.8.	Interest rate:	[*number*]% per annum (30E/360)
2.7.9.	Yield:	[*number*]% per annum. It is calculated on the Issue Date based on the Subscription Price and the scheduled interest and Redemption Payments, assuming that the Bonds are held until maturity, interest payments are reinvested at the same yield and the Bonds are not redeemed early. The yield for an Investor purchasing the Bonds on the secondary market may differ and will depend, among other factors, on the purchase price and the remaining time until maturity.
2.7.10.	Payment Date(s):	The Issuer shall make interest payments to the Investors on [*dates of interest payments*] of each year until the Bonds are redeemed. In case the said date is not a Business Day, the payment shall be made on the first Business Day following the said date. The first interest payment shall be on [*date*].
2.7.11.	Redemption Date:	on or about [*date*], in any case exactly 2 years from the initial Issue Date of Bonds with the same ISIN code.
2.7.12.	Redemption Price:	Nominal Value and the interest payable in accordance with Section 4 of the Issue Terms to the Investors for the due redemption or Early Redemption of the Bonds, unless a different Early Redemption Price is prescribed in the Issue Terms in certain instances.
2.7.13.	Record date	2 (two) Business Days before the due date for the relevant payment
2.7.14.	ISIN code of the Bonds:	[*ISIN code*]
2.8.	Securities account of the Issuer:	99101700074
2.9.	Register:	Estonian Register of Securities
2.10.	Registrar:	NASDAQ CSD SE Eesti filiaal
2.11.	Governing law and dispute settlement:	Estonian law

2.12. Admission to trading:	[Application has been / will be made with the intent for the Bonds to be admitted to trading on the Baltic Bond List of the Nasdaq Tallinn Stock Exchange on or about the Issue Date / Details of another date] / [No application for admission to trading has been made]

Signed on behalf of AS Pro Kapital Grupp

[*signatories*]

3. RISK FACTORS

The following discloses certain risk factors that may affect the Issuer's ability to meet its obligations under the Bonds and are relevant for assessing the risks associated with the Bonds. If one or more of the risks described below were to occur, it could have a material adverse effect on the Issuer's business and prospects. In addition, if any of these risks were to occur, the market value of the Bonds and the likelihood that the Issuer will be able to meet its monetary obligations under the Bonds could decline, in which case the Investors could lose all or part of their investment. The risks outlined below may, if they materialise, adversely affect the Issuer and, in severe instances, result in the Issuer's insolvency and a violation of the covenants established under the Bonds.

The Prospectus is not, and does not purport to be, investment advice or an investment recommendation to acquire the Bonds. Each prospective investor should carefully consider these risk factors, together with all other information in the Prospectus and determine, based on its own independent review and analysis and such professional advice as it deems necessary and appropriate, whether the risks involved in an investment into the Bonds are consistent with its financial needs and investment objectives. Risks that are not currently known to the Issuer, or that the Issuer currently considers to be immaterial, could also impair the Issuer's business and have a material adverse effect on its cash flows, financial performance, and financial position. In each category the most material risks, taking into account the negative impact on the Issuer and the probability of their occurrence, are set out first.

3.1 Risk factors specific to the Issuer, the Group and its business

The Group's principal business activity is residential real estate development in Estonia, Latvia and Lithuania. Accordingly, the Group is exposed to risks associated with the acquisition, development, construction and sale of residential real estate projects. The Group's operations are also dependent on the successful management of development projects, the availability of qualified personnel, contractors and financing, as well as market demand for residential properties.
The key risks relating to the Group's business activities include, among others, real estate market risk, competition risk, reliance on subcontractors, counterparty risk, project completion risk, project-specific risks and liquidity risk, each of which is described in greater detail below.

3.1.1 Real estate market risk

The business activities of the Issuer are exposed to developments in the real estate markets in which the Group operates. The Group is from time to time involved in acquisition, development and divestment of properties. There is a risk that changes in market conditions could result in diminished opportunities for disposal of desired properties, higher than expected development costs, lower than expected rental rates and lower than expected disposal prices.

The value and price of the properties is influenced by several factors, such as general economic conditions, interest rates, inflation expectations, investor yield requirements and competitive dynamics. As the Group is a real estate developer, diminished opportunities for acquiring desired properties, higher than expected development costs or delayed disposal of properties could slow the growth of the Group and have a material adverse effect on the Group's earnings, business and results of operations. This in turn may increase the risk that the Group's operations are currently concentrated in residential real estate development in Estonia, Latvia and Lithuania, more specifically in Tallinn and its surrounding areas, Riga and its surrounding areas and Vilnius and its surrounding areas. Adverse developments in these markets, including a potential decline in real estate prices, the necessity to apply discounts, reduced transaction volumes or prolonged sales periods, could have a material adverse effect on the Group's financial position and results of operations.

Real estate market conditions are influenced by a range of factors beyond the Group's control, including macroeconomic conditions, inflation, interest rates, employment levels, demographic trends, geopolitical developments and changes in consumer confidence. A deterioration in any of these factors may reduce the demand for real estate or limit buyers' access to financing, which could negatively affect the Group's ability to sell completed projects at anticipated prices or within expected timeframes.

Any sustained downturn in one or more of the Group's operating markets could reduce the value and liquidity of the Group's assets and adversely affect the Issuer's ability to receive sufficient funds from its subsidiaries to meet its obligations under the Bonds, as well as the attractiveness and liquidity of the Bonds.

3.1.2 Competition risk

The core business of the Group consists of real estate development. It is possible that due to competition from other well-capitalised market participants, the Issuer's projects may be less successful than planned due to competitor projects being more successful or due to competitors having better access to financing or having attracted necessary (international) investments or funding or due to relatively recently developer projects seized and being sold by the banks.

This could result in diminished opportunities for growth, which could have an adverse effect on the Issuer's financials and ultimately the bottom line.

3.1.3 Risks related to project management and subcontracting

There is a risk that forecasted project completion is delayed due to unexpected works or delays in the delivery of materials or due to non-performance of obligations by third parties. The development and construction activities are managed through the Group's own subsidiaries, which requires the Group to recruit, retain and manage qualified engineers, project managers and other technical personnel. The successful execution of development projects depends both on the performance of third-party subcontractors and on the effectiveness of the Group's own project management capabilities.

The Group typically enters into agreements with key subcontractors prior to the commencement of construction works, while a significant portion of the remaining works is procured during the course of construction. There is a risk that suitable subcontractors may not be available within the required timeframe, on acceptable commercial terms or within the planned budget. Subcontractors may also fail to perform their contractual obligations, experience financial difficulties, labour shortages or fail to meet required quality standards.

A subcontractor's failure to perform may also result in legal action by the Group to rescind the construction agreement or to enforce the contractor's obligations and may result in delay in the completion of the relevant development project. This could increase the construction costs and thus have a material adverse effect on the Group's results of operations and financial condition. As real estate sales revenue is recognised upon signing of real rights agreements. such delays may postpone revenue recognition and cash inflows, trigger buyer claims and adversely affect the Issuer's financial results.

The circumstances referred to above may have a negative effect on the Group's financial position and results of operations and thereby, increase the risk that the Issuer may not be able to fulfil its obligations under the Issue Terms and arising from the Bonds.

3.1.4 Risk of construction prices

Geopolitical developments, including conflicts and instability in the Middle East and other regions, supply chain disruptions, labour shortages and increases in energy prices may result in higher construction material costs, including the cost of steel, concrete and other key building materials. Material increases in construction costs may reduce the profitability of the Group's projects.
The circumstances referred to above may have a negative effect on the Group's financial position and results of operations and thereby, increase the risk that the Issuer may not be able to fulfil its obligations under the Issue Terms and arising from the Bonds.

3.1.5 Counterparty risk

Counterparty risk is inherent in all business activities the Issuer engages in. The Issuer is exposed to the risk of potential loss which occurs, when counterparty does not fulfil their contractual obligations to the Group resulting in financial loss.

In general, the sales of real estate are secured with clients' prepayments. In case of sales of the real estate under the instalment plan, the creditworthiness of each client is analysed separately. The ownership of the sales object remains to the Group companies until the client has settled all debt. In extremely rare cases, the ownership may be transferred to the buyer before final settlement. Ensuring however that the client provides a mortgage against the acquired property in favour of the Group company.

Counterparty risk also arises in relation to cash held with credit institutions. The Group mitigates this risk by maintaining cash balances with several credit institutions which have been assigned high ratings. Although the Issuer monitors counterparty risk, the occurrence of any of these risks may adversely affect the Issuer's business and financial position. This, in turn, could impact the Issuer's ability to properly fulfil its obligations to the Investors, as well as the attractiveness and liquidity of the Bonds.

3.1.6 Risks related to specific projects

The Group's financial performance is significantly influenced by the successful execution and commercial performance of its development projects. Adverse developments affecting individual projects may have a significant impact on the Group's results of operations, cash flows and financial position.

Blue Marine Residence

The Group is currently developing the Blue Marine residential development project in Latvia. Through its subsidiary, the Group has established a dedicated construction project management company, SIA Pro Kapital Engineering Latvia (PKEL), which is responsible for managing construction activities relating to the project. While the necessary project management team has been assembled and construction is progressing according to plan, the successful completion of the project remains dependent on effective project management, coordination of contractors and subcontractors, availability of labour and construction materials, and adherence to construction schedules and budgets. Changes to certain aspects of the project design have been made during the construction phase, which may result in delays, additional costs or other challenges affecting the project schedule and profitability. In addition, the commercial success of the project will depend on the Group's ability to sell the completed residential units at anticipated prices and within expected timeframes.

Kalaranna Kvartal

The Kalaranna Kvartal development project has been completed and is operational. As a result, the remaining project-related risks primarily concern the sale of the unsold inventory. There is a risk that market conditions may require the Group to revise the pricing of certain remaining units, particularly lower-floor apartments and units with less favourable locations within the development. Extended sales periods, price reductions or other sales incentives may adversely affect the profitability of the project and the Group's financial results.

3.1.7 Risks related to subsidiaries

The Issuer is a holding company, which conducts its business through, and does not own significant assets other than its subsidiaries located in Estonia, Latvia, Lithuania, Germany and Italy. To make payments under the Bonds, the Issuer is dependent on the receipt of funds from its subsidiaries. However, the Issuer's subsidiaries are legally separate and distinct from the Issuer and have no obligation to pay amounts due with respect to the Issuer's obligations and commitments, including the Bonds, or to make funds available for such payments.

The ability of the Issuer's subsidiaries to make such payments to the Issuer is subject to, among other things, the availability of funds, rules on financial assistance in the relevant jurisdictions in which the subsidiaries are incorporated and the terms of relevant loan agreements entered into by such subsidiaries. The Issuer's ability to perform its payment obligations under the Bonds will mainly depend on the receipt of sufficient funds ultimately from its subsidiaries which in turn will depend on the business, financial condition and the financial performance of their development projects. Should the Issuer not receive sufficient income from its subsidiaries, the Issuer may not be able to fulfil its obligations under the Issue Terms and arising from the Bonds.

3.1.8 Issuer's liquidity risk

Liquidity risk is the risk that the Issuer is unable to maintain a sufficient reserve of cash and other liquid financial assets that can be used to meet its payment obligations as they fall due. The Group manages liquidity risk by maintaining adequate reserves, banking facilities and reserve borrowing facilities, by constantly monitoring cash flow forecasts and actual cash balances, and by matching the maturity profiles of financial assets and liabilities.

The availability of liquidity for business activities and the ability to access long-term financing are necessary to enable the Issuer to meet its payment obligations in cash, whether scheduled or unscheduled. The Group is also subject to financial covenants under its financing arrangements, and any breach of such covenants may adversely affect the Group's liquidity and access to financing.

Should the Issuer not be able to maintain sufficient liquidity, the Issuer's ability to meet its obligations under the Bonds may be materially adversely affected and in the event of insufficient liquidity, the Issuer may be forced to sell assets under distressed conditions.

3.1.9 Credit and default risk

The Investors are subject to the risk of a partial or total failure of the Issuer to make interest and/or redemption payments. The worse the creditworthiness of the Issuer, the higher the risk of loss. A materialization of the credit risk may result in partial or total failure of the Issuer to make interest and/or redemption payments.

The Issuer may become insolvent or subject to reorganization, its business may be suspended or terminated, and as a result, it may be impossible to redeem the Bonds and/or pay the accrued interest to the Investors. Moreover, should the Issuer become insolvent or subject to reorganization, legal protection proceedings would affect any payments to the Investors.

The Issuer cannot guarantee that no default will occur until the final maturity date, therefore the Investors must independently assess the Issuer's creditworthiness before investing into the Bonds. Each Investor is always solely responsible for the economic consequences of its investment decisions.

3.2 Risks related to legal and regulatory environment

3.2.1 Risk of non-compliance

Legal and political conditions can significantly affect real estate developments. The Issuer and the Group must comply with various laws and regulations, including those related to planning, construction, taxation, environmental protection and other standards. Any determination of the authorities of noncompliance of the Group or its contractors with applicable laws and regulations could have serious legal and reputational consequences for the Group, including exposure to fines, criminal and civil penalties, and other sanctions.

3.2.2 Risk of regulatory change

As a real estate developer, the Group's activity may be materially impacted by changes in the legal and regulatory environment of the countries in which it operates. The obligations imposed on the Group may change due to changes in the applicable building, planning, administrative procedure, construction, environmental protection and taxation laws and regulations. Specifically in the context of planning and environmental protection laws and regulations, the Group anticipates that the applicable regulatory requirements will continue to become more stringent. Any additional costs due to needing to ensure, or failing to ensure, compliance with environmental protection laws and regulations may however have a negative impact on the Group's financial position and operating results.

Changes under planning, construction or administrative procedure laws and regulations may additionally bring about higher costs or delays subject to the standards or requirements under the applicable laws and regulations being changed or becoming more stringent. The Group companies operate in multiple jurisdictions with different laws and regulations which apply to its activities and therefore the Group faces an increased likelihood of regulatory changes occurring which may have an impact on its activities in the markets in which the Group operates.

Unfavourable changes to the tax regime applicable to transactions involving the Bonds or to the receipt of interest or principal payments on the Bonds may result in an increase in the tax burden on Investors and may therefore have an adverse effect on the rate of return on investments in the Bonds.

The Group monitors legal changes, consults with external industry leading legal experts, and adjusts its long-term strategies as necessary. Nevertheless, the likelihood remains that future changes in legislation or court practice may adversely impact the Group operations and thereby financial position.

3.2.3 Risk of not obtaining necessary plans, permits or approvals

As a real estate developer, the Group is dependent on obtaining necessary plans, permits and other authority approvals. The planning and construction process is heavily regulated and real estate development consists of several stages, starting with general planning, followed by more detailed planning and design, and finally construction and utilisation. Each stage of real estate development requires certain authorisations, permits, consents or similar documents from state and municipal authorities (the local governments, environmental, safety and rescue, heritage protection and other authorities) and utility service providers as well as involvement of the owners of neighbouring properties and whole communities. Given the number of parties and variables involved, every risk in the planning and construction process cannot be foreseen and mitigated beforehand.

Any resolution by the authorities to issue or provide authorisations, permits, or similar documents to the Group, its subsidiaries or contractors in relation to any project might delay the development and construction of the project, meaning that the project would be commissioned later than planned if at all.

Any of these consequences may have a material adverse effect on the Group's financial position and results of operations and thereby, increase the risk that the Issuer may not be able to fulfil its obligations under the Issue Terms.

3.2.4 Litigation risks

The Issuer or its subsidiaries may become involved in material court and other official proceedings, as plaintiffs or defendants, the outcome of which cannot be predicted with any certainty. In such case, the Issuer or its subsidiaries may be required under a court order or settlement agreement to pay considerable amounts. In addition, the legal costs incurred by the Issuer or the subsidiaries and in some cases of its opponent would also have to be borne. This could have a material adverse effect on the net assets, financial position and financial performance of the Group, including the Issuer's ability to properly perform its obligations to the Investors.

3.3 Risk factors specific to the Bonds

3.3.1 Interest rate risk

The operations of the Issuer are inherently exposed to interest rate risk. While interest rate risk does not automatically result in any adjustment of the nominal value of the Bonds or interest payments under the Issue Terms, then considerable increases in interest rates (including EURIBOR) at which funding is available to the Issuer may negatively impact the profitability of the Issuer and its real estate developments. Interest rates are affected by numerous factors beyond the control of the Issuer, which may not be estimated adequately. Such factors include changes in the overall economic environment, level of inflation, geopolitical situation, monetary policies of the central banks, etc. Therefore, interest rate risk may have a material adverse effect on the Issuer's business, financial condition, and results of operations.

3.3.2 Volatility of price of Bonds

The market price of the Bonds on Nasdaq Tallinn Stock Exchange may fluctuate significantly and may not reflect the underlying value of the Group's business or assets at any given time. Such fluctuations may be caused by factors specific to the Group — including changes in its financial condition, operating results, creditworthiness, or credit rating — as well as by factors outside the Group's control. External factors include but are not limited to changes in prevailing interest rate levels movements in currency exchange rates, general macroeconomic or political developments in Estonia, the Baltic region, or global markets, and shifts in the supply of or demand for bonds of a comparable type, maturity, or credit quality. Investors should be aware that bond prices generally move inversely to interest rates, and an increase in market interest rates may cause the market price of the Bonds to decline, potentially below their issue price.

3.3.3 Early redemption risk

According to the Issue Terms, the Bonds may be redeemed prematurely (6 months before the Redemption Date) on the initiative of the Issuer. If the early redemption right is exercised by the Issuer, the rate of return from an investment into the Bonds may be lower than initially anticipated by the Investor. Moreover, there is no guarantee by the Issuer that extraordinary early redemption event will not occur, therefore in case of the occurrence of the extraordinary early redemption event the Bonds have to be redeemed by the Issuer and the rate of return from an investment into the Bonds may be lower than initially anticipated by the Investor.

3.3.4 Secondary market risk

Prior to admission to trading of the Bonds, there is no public market for the Bonds. Although an application will be made for the Bonds to be admitted to trading, there is no assurance that such application(s) will be accepted. In addition, admission to trading on a regulated market will not guarantee a liquid public market for the Bonds or, if such market develops, that it will be maintained. Neither the Issuer, nor the Arranger is under any obligation to ensure a liquid market for the Bonds. In the absence of an active public market for trading the Bonds, the price of the Bonds may materially decrease, and the liquidity of the Bonds may be adversely affected. In any case, the liquidity and the price of the Bonds will be affected by changes in market and economic conditions and the prospects of the Issuer, as well as many other factors that generally influence the market price for securities. Thus, the Bonds may trade at a discount compared to the price at which the Investors acquired the Bonds.

3.3.5 No collateral as security for the Bonds

No collateral has been established or is intended to be established as security for the fulfilment of the Issuer's obligations under the Bonds. Thus, should the Issuer fail to fulfil its obligations under the Bonds, the Investors could not satisfy their claims on account of any collateral and could only demand fulfilment of the obligations under the Bonds from the Issuer.

This means that in the event of bankruptcy, reorganisation or winding-up of the Issuer, the Investors would receive satisfaction of their claims from the Issuer only after the claims of priority creditors have been satisfied and amounts mandatorily preferred by law have been paid in full, *pari passu* with other unsecured and unsubordinated creditors. There is no guarantee that in such circumstance the Issuer's bankruptcy estate shall have sufficient assets to satisfy all obligations towards the Investors and the Investors may thus lose all or part of their investment.

3.3.6 Amendments to the Issue Terms

The Issue Terms contain provisions for calling Investors' meetings. These provisions permit defined majorities to bind all Investors, including Investors who did not attend and vote at the relevant meetings and Investors who voted in a manner contrary to the majority. This may incur financial losses, among other things, to all Investors, including such Investors who did not attend and vote at the relevant Investors' meetings or who voted in a manner contrary to the majority.

3.3.7 Cancellation of the offering of the Bonds

The offering of the Bonds is subject to the sole discretion of the Issuer. The Issuer is entitled to issue less Bonds than the maximum amount but the Issuer will not issue the Bonds in case Investors have subscribed for the Bonds in an aggregate amount of less than EUR 6,000,000 in the first Tranche. Further, the Issuer reserves the right to cancel the offering at any time prior to the Issue Date without any permissions of the Investors. In the event of the cancellation or reductions of the offering, placed Subscription Orders will be disregarded, and any payments made in respect of the submitted Subscription Orders will be returned without interest or any other compensation to the Investors. If the offering is cancelled or reduced, the Issuer shall not be liable for any costs, damages, or losses incurred by the Investors, including but not limited to expenses related to due diligence, legal, or other professional fees.

3.4 Political and economic risks

3.4.1 Inflation

Inflation reduces the purchasing power of a Bond's future interest and principal. Inflation may lead to higher interest rates which could negatively affect the Bond price in the secondary market. Though expected to subside in the upcoming years, inflation still could be significantly higher than historic average levels. Relevant expenses of the Issuer are closely related to the general price level. Strong inflation may also have a considerable adverse influence on the Issuer's financial situation and business results.

3.4.2 Refinancing risk

The Issuer may need to refinance certain or all of its outstanding debt, including the Bonds. The Issuer's ability to successfully refinance its debt depends on the conditions of the debt capital markets, its financial condition and financing terms offered by financial institutions at such time. The Issuer's inability to refinance its debt obligations on favourable terms, or at all, could have a negative impact on the Issuer's operations, financial condition, earnings and on the Investors' recovery under the Bonds.

3.4.3 Risks associated with the geopolitical conditions impacting the Baltic region

In February 2022, Russia initiated a war against Ukraine. Consequently, the current geopolitical situation in Russia and Belarus, marked by sanctions and embargoes, poses an economic risk to the Baltic region in which the Issuer operates. Negative macroeconomic effects triggered by these geopolitical shifts might potentially impact the success of the Issuer's operations and the liquidity of the secondary market of the Bonds.

The Baltic region is generally dependent on foreign investment which may not continue to flow in at the current or projected rate. As a result, the future economic development and market conditions may significantly worsen and amplify the impact of risk factors set out in this Section 3.

4. REASONS FOR THE OFFER AND USE OF PROCEEDS

The net proceeds of the first Tranche of the Issue are used to fully redeem the currently outstanding secured bonds of the Issuer with ISIN code SE0013801172 (the **Outstanding Secured Bonds**). In case the Issuer offers additional Bonds in further Tranches or will not require the full amount of the first Tranche of the Issue to be used to redeem the Outstanding Secured Bonds, these additional funds can be used to finance the ongoing operations of the Issuer, which will be specified in the Final Terms of the respective Tranche of the Issue.

The Issuer aims to issue Bonds in the amount of at least EUR 6,000,000 as part of the first Tranche, however in case of oversubscription the Issuer may issue the Bonds in the aggregate amount of up to EUR 10,000,000 already in the First Tranche. The Issuer will cancel the Issue and will not issue the Bonds if the aggregate amount subscribed for by the Investors is less than EUR 6,000,000 in the first Tranche.

In the event that the Issuer issues Bonds in the amount of EUR 6,000,000 as part of the first Tranche, the Issuer anticipates the total estimated costs and expenses relating to the Issue to be up to EUR 300,000. However, should all of the Bonds offered in the first Tranche be subscribed for and issued by the Issuer, the total gross proceeds from the first Tranche of the Issue may amount to up to EUR 10,000,000. The total estimated costs and expenses relating to the Issue are then anticipated to be up to EUR 400,000. Consequently, the estimated net proceeds to be received by the Issuer from the offering of the Bonds, after deduction of such costs and expenses, would approximately be EUR 5,700,000 or EUR 9,600,000, respectively.

The maximum aggregate Nominal Value of each Tranche and the estimated net proceeds of each Tranche are indicated in the Final Terms.

The offering of the Bonds is not subject to an underwriting agreement concluded on a firm commitment basis.

5. TERMS AND CONDITIONS OF OFFERING

5.1 Description of securities offered

As part of the Programme, the Issuer may publicly offer up to 10,000 Bonds up to a maximum aggregate nominal value of EUR 10,000,000 with the Nominal Value of a Bond being EUR 1,000. The Bonds are issued in Tranches whereas the amount of Bonds issued, their final terms and the timing of the issue will be decided by the Issuer at its discretion and published separately through the information system of Nasdaq Tallinn Stock Exchange and the Website.

5.2 Right to participate in the offering

The Bonds are offered to qualified investors, eligible counterparties and retail investors in Estonia, Latvia and Lithuania. In addition to investors in Estonia, Latvia and Lithuania, the Issuer may also offer the Bonds to qualified investors in any Member State of the EEA relying on the applicable exemption from the obligation to publish a prospectus as set out in Article 1(4)(a) of the Prospectus Regulation.

5.3 Subscription price

The subscription price of a Bond in each Tranche is set out in the Final Terms of such Tranche. The Issuer will determine the subscription price of a Bond in each Tranche as follows:

i) if the new Tranche is issued with a new ISIN code, the Issuer will issue the Bonds at the Nominal Value of EUR 1,000;

ii) if the new Tranche is issued with an existing ISIN code, the Issuer will issue the Bonds with a subscription price reflecting the then-current market conditions and the maturity of the Tranche.

5.4 Subscription Period

The Bonds can be subscribed for by delivering the Subscription Order through any Account Manager during the Subscription Period for each Tranche of Bonds which will be separately published through the information system of Nasdaq Tallinn Stock Exchange and the Website.

5.5 Submission of Subscription Order

Investors wishing to subscribe for and purchase the Bonds shall submit their Subscription Orders at any time during the Subscription Period. An Investor may subscribe for the Bonds only at the Nominal Value. If one Investor submits several Subscription Orders, they will be combined into one Subscription Order for the purpose of determining the allocation of the Bonds. All Investors participating in the Issue may submit Subscription Orders only in euros. Subscription Orders may only be submitted for a whole number of Bonds. The Investor shall pay all costs and fees payable in connection with the submission, cancellation and amendment of a Subscription Order.

At the time of placing a Subscription Order, each Investor shall make a binding instruction for depositing the Bonds in a securities account maintained in its name and opened with an Account Manager. The list of banks and investment firms operating as Nasdaq CSD SE Eesti filiaal's participants is available on the website of the Register at https://nasdaqcsd.com/list-of-participants/. The list of financial institutions which are members of Nasdaq Riga Stock Exchange or Nasdaq Vilnius Stock Exchange is available on the website of Nasdaq Baltic Stock Exchange at https://nasdaqbaltic.com/statistics/en/members.

A potential investor wishing to subscribe for the Bonds must contact the Account Manager that operates their Baltic securities account and submit a Subscription Order for the Bonds during the Subscription Period. The Subscription Order must be submitted to the Account Manager no later than by the end of the Subscription Period. The Investor may use any method that such investor's Account Manager makes available for submitting the Subscription Order (e.g., physically at the location of the Account Manager, over the internet or by other means).

The Subscription Order must include the information required by the Account Manager, and at least the following information:

Owner of the securities account:	Name of the Investor
Securities account:	Number of the Investor’s securities account
Account Manager:	Name of the Investor’s Account Manager
ISIN code:	[*as specified in the Final Terms*]
Name of the security:	[*as specified in the Final Terms*]
Amount of securities:	The number of Bonds which the Investor wishes to subscribe for
Price (per Bond)	[*as specified in the Final Terms*]
Transaction amount:	The number of Bonds which the Investor wishes to subscribe for, multiplied by the Issue Price per Bond
Counterparty:	AS Pro Kapital Grupp
Securities account of the counterparty:	99101700074
Account Manager of the counterparty:	AS LHV Pank
Value date of the transaction:	[*as specified in the Final Terms*]
Type of transaction:	“subscription”
Type of settlement:	“delivery versus payment”

Forms for Subscription Orders will be provided by the Account Manager of the respective Investor. A Subscription Order is deemed submitted from the moment the Register receives a duly completed transaction instruction from the Account Manager of the respective Investor.

An Investor must authorise the Account Manager that operates such Investor’s securities account to disclose to the Issuer, the Register and the Nasdaq Tallinn, Nasdaq Riga Stock Exchange and Nasdaq Vilnius Stock Exchange (as relevant) among other information the Investor’s name, personal ID code or registration code of the Investor, the number of the Investor’s securities account, the name of the Investor’s Account Manager and the number of Bonds for which the investor wishes to subscribe for. Subscription Orders without the disclosure of the above information will be disregarded.

An Investor may submit a Subscription Order through a nominee securities account only if such an Investor authorises the owner of the nominee securities account to disclose the Investor’s identity, personal ID number, or registration number, address of the Investor to the Issuer, the Register, Nasdaq Tallinn, Nasdaq Riga Stock Exchange and Nasdaq Vilnius Stock Exchange (as relevant). Subscription Orders submitted through nominee securities accounts without the disclosure of the above information will be disregarded.

The transaction amount for the Investor will be the number of Bonds for which the Investor wishes to subscribe multiplied by the Issue Price.

An Investor must ensure that all information contained in the Subscription Order is correct, complete and legible. The Issuer reserves the right to reject any Subscription Orders, which are incomplete, incorrect, unclear or illegible, or which have not been completed and submitted during the Subscription Period in accordance with all requirements set out in this Prospectus.

By submitting a Subscription Order, every Investor:

i) accepts the Issue Terms and agrees with the Issuer that such terms will be applicable to the Investor's acquisition of any Bonds;

ii) confirms that they have read the Issue Terms and that the Issue Terms are fully understandable;

iii) acknowledges that the Issue does not constitute an offer (in Estonian: *pakkumus*) of the Bonds by the Issuer in legal terms or otherwise, and that the submission of a Subscription Order does not constitute the acceptance of an offer, and therefore does not in itself entitle the Investor to acquire the Bonds, nor result in a contract for the sale of the Bonds between the Issuer and the Investor;

iv) accepts that the number of the Bonds indicated by the Investor in the Subscription Order will be regarded as the Maximum Amount and that the Investor may receive less (but not more) Bonds than the Maximum Amount subscribed for (please see Section 5.6 of the Prospectus);

v) undertakes to acquire and pay for any number of Bonds allocated to them in accordance with these terms and conditions, up to the Maximum Amount;

vi) authorises and instructs the Account Manager through which the Subscription Order is submitted to arrange the settlement of the transaction on their behalf (taking such steps as are legally required to do so) and to forward the necessary information to the extent necessary for the completion of the transaction;

vii) authorises, the Account Manager through which the Subscription Order is submitted, and Nasdaq CSD SE Eesti filiaal, to amend the information contained in the Subscription Order to:

   a) specify the value date of the transaction;

   b) specify the number of Bonds to be purchased by the Investor and the total amount of the transaction, up to the Maximum Amount times the Issue Price;

   c) correct or clarify obvious mistakes or irregularities in the Subscription Orders, if any;

viii) authorises the Register, the Nasdaq Tallinn, Nasdaq Riga Stock Exchange, Nasdaq Vilnius Stock Exchange, the Account Manager and the Issuer together with any service provider(s) engaged by the Issuer for such purpose to process, forward and exchange its personal data and information in the Subscription Order during the Subscription Period and/or after the Subscription Period where necessary to participate in the Issue, to accept or reject the Subscription Order and to fulfil the Issue Terms and the Issuer's obligations under the Issue Terms;

ix) confirms, that they are not subject to any laws (incl. laws of any other jurisdiction) which would prohibit the placing of the Subscription Order or allocation and delivery of the Bonds to them and represents that they are authorised to place a Subscription Order in accordance with the Prospectus.

x) confirms the representations in Section 8.3 of the Issue Terms.

Investors have the right to amend or cancel their Subscription Orders at any time until the end of the Subscription Period. To do so, the Investor must contact their Account Manager through whom the Subscription Order in question has been made and carry out the procedures required by the respective Account Manager for amending or cancelling a Subscription Order (such procedures may differ between different Account Managers). This may result in costs and fees charged by the Account Manager through which the Subscription Order is submitted.

Any consequences of form of a Subscription Order for the Bonds being incorrectly filled out will be borne by the Investor.

5.6 Allocation

The Issuer shall allocate the Bonds to the Investors after the Subscription Period has elapsed. The Issuer may reject any of the Subscription Orders either partially or fully for whichever reason. Subject to the previous sentence, the Management Board shall allocate the Bonds based on Subscription Orders received during the Subscription Period.

The Issuer will decide on the allocation of the Bonds after the expiry of the Subscription Period, the Issuer is entitled, at its sole discretion, to also decide not to issue the Bonds. The Bonds will be allocated to the Investors in accordance with the following principles which are listed in a descending order of priority and will be applied by the Issuer, to the extent relevant, based on subscription results:

i) the allocation shall be aimed to create a solid and reliable investor base for the Issuer;

ii) under the same circumstances, all Investors shall be treated equally, whereas dependent on the number of Investors and interest towards the Issue, the Issuer may set a minimum and a maximum number for Bonds allocated to one Investor;

iii) Investors from Estonia, Latvia and Lithuania shall be treated equally and no preference shall be given to an Investor solely based on the Investor’s country of residence or establishment;

iv) the Issuer shall be entitled to apply different allocation principles to the Investors who have subscribed for at least 100 Bonds, which may result in such Investors receiving a higher or lower proportion of their Subscription Orders than other Investors. The allocation of Subscription Orders for at least 100 Bonds will depend on the subscription results. If demand from such Investors is high and the Tranche is significantly oversubscribed, the Issuer may allocate a lower proportion of their Subscription Orders to support a broader and more diversified investor base. If demand from such Investors is limited, the Issuer may allocate a higher proportion of their Subscription Orders to ensure sufficient participation by larger Investors and support a balanced investor base;

v) the Issuer shall be entitled to give preference to Investors whose Subscription Orders have been submitted earlier during the Subscription Period;

vi) the Issuer may give preference to the Investors who have submitted a written indication of interest to subscribe for the Bonds prior to the Subscription Period in a form suitable for the Issuer;

vii) additional principles as set out in the Final Terms.

After completion of the allocation of the Bonds, announcement about allotment of the Bonds shall be made to the Investors pursuant to the procedures of the respective Account Manager where an Investor has submitted the Subscription Order.

The allocation of Bonds in each Tranche will be separately published through the information system of Nasdaq Tallinn Stock Exchange and the Website. The Issuer aims to publish the results of allocation within 3 Business Days as of the end of the Subscription Period of each Tranche.

5.7 Payment

Payment for the Bonds will be made in euros. An Investor may submit a Subscription Order only if the current account linked to the securities account opened at the relevant securities account has sufficient funds to cover the entire transaction value specified in the Subscription Order.

By submitting a Subscription Order, the Investor authorises the institution that manages the current account linked to the Investor's securities account to immediately reserve the total transaction amount in the Investor's current account until settlement is completed or the funds are released in accordance with the Issue Terms. The amount to be reserved is equal to the amount of the maximum Issue Price payable in accordance with the Subscription Order.

If it is not possible to pay for the Bonds because the Investor's cash account does not have sufficient funds, then the Subscription Order made through the securities account linked to the relevant current account will not be accepted and the Investor will lose all rights to the Bonds specified in such Subscription Order.

5.8 Settlement

The Bonds allocated to Investors will be transferred to their securities accounts (i.e. settled) on the Issue Date (the Issue Date may be postponed for technical reasons) through the "delivery versus payment" (DVP) method simultaneously with the transfer of payment for such Bonds. The title to the Bonds will pass to the relevant Investors when the Bonds are transferred to their securities accounts. If an Investor has submitted several Subscription Orders through several securities accounts, the Bonds allocated to such Investor will be transferred to all such securities accounts proportionally to the number of the Bonds indicated in the Subscription Orders submitted for each account, rounded up or down as necessary.

5.9 Cancellation of Issue

The Issuer is entitled, at its sole discretion, to issue less Bonds than the maximum amount. The Issuer will cancel the Issue, if the aggregate amount subscribed for by the Investors is less than EUR 6,000,000 as part of the first Tranche of the Programme. The Issuer also reserves the right to fully cancel the Issue, at its sole discretion. In such case, the Issuer will not have the obligation disclose the reason for cancellation. The rights and obligations of the Issuer and the Investors in relation to the cancellation shall be deemed to have terminated from the date of publication of the notification.

In case the Issue is cancelled, suspended or postponed, the Issuer shall notify the Register and Nasdaq Tallinn accordingly, and publish an announcement on the Website as well as the Nasdaq Tallinn Stock Exchange.

5.10 Return of funds

If the Issue or a part thereof is cancelled in accordance with the Issue Terms, if the Investor's Subscription Order is rejected or if the allocation is less than the amount of Bonds applied for, the funds blocked on the Investor's cash account, or the excess part thereof (the amount in excess of payment for the allocated Bonds), will be released by the respective financial institution. Regardless of the reason for which funds are released, the Issuer shall never be liable for the release of the respective funds and for the payment of interest on the released funds for the time they were blocked (if any).

5.11 Persons responsible for offering the Bonds

The Issuer is responsible for the offer of the Bonds and the information included herein. The Issuer's personnel has been advised by AS LHV Pank and Advokaadibüroo TEGOS AS in arranging the Issue.

5.11.1 Arranger and Settlement Agent

AS LHV Pank (registry code 10539549) with registered address at Tartu mnt 2, Tallinn 10145, Estonia, is acting as the Arranger and the Settlement Agent. The Issuer has entered into an agreement with AS LHV Pank for the provision of advisory services for a fixed term. Neither AS LHV Pank nor any of its representatives hold any shares in the Issuer as of the date of this Prospectus.

5.11.2 Legal adviser

Advokaadibüroo TEGOS AS (registry code 10288628) is the Issuer's legal adviser for the purposes of matters related to the Prospectus arising under the law of Estonia. The principal area of activity of TEGOS is the activities of attorneys and law offices.

5.11.3 Sales Agents

The Issuer may use sales agents to offer the Bonds. The sales agents for each Tranche are specified in the respective Final Terms.

5.12 Conflicts of interest

According to the knowledge of the Management Board, there are no personal interests of the persons involved in the Issue material thereto. The Management Board is unaware of any conflicts of interest related to the Issue.

6. DESCRIPTION OF ISSUER'S ACTIVITIES

6.1 History and development of the Issuer

The Issuer, AS Pro Kapital Grupp, is the parent company of the Group. The Issuer was established on 18 May 1994 and registered in the Estonian Commercial Register on 26 September 1997. The Issuer is a public limited liability company (in Estonian: *aktsiaselts*) incorporated under the laws of the Republic of Estonia, with its registered office in Tallinn, Estonia. On 23 November 2012, shares of AS Pro Kapital Grupp started trading on the secondary list of Nasdaq Tallinn Stock Exchange and since 19 November 2018, the shares of the Group have been traded in the main list of Nasdaq Tallinn Stock Exchange.

Over more than 32 years of operation, the Group has established itself as one of the leading and longest-standing real estate developers in the Baltic States, focused on creating high-quality residential, commercial and mixed-use environments in prime locations in Tallinn, Riga and Vilnius.

The Group's principal activities comprise the development, construction, sale and management of residential, and mixed-use real estate projects. As of the date of this Prospectus, the Group's portfolio consists of completed residential and commercial units held for sale, projects under development and construction, as well as land plots and development properties held for future development. The Group's core development activities are concentrated in the Baltic capitals through a number of large-scale master-planned developments.

In addition to its real estate development activities, the Group owns and operates a hotel property in Germany and is active in the Italian real estate market through brokerage and advisory services, primarily related to simple ownership transactions.

To date, the Group has developed more than 515,000 square metres of residential, commercial and mixed-use real estate. The Group's track record includes numerous completed residential, commercial and mixed-use developments across the Baltic capitals, including completed phases within the Kristiine City and Kalaranna Kvartal developments in Tallinn, completed phases within Klīversala Bay development in Riga and the Šaltinių Namai | Attico development in Vilnius, as well as commercial real estate projects, including shopping centres in Tallinn and Riga, which have contributed significantly to the urban development of the Baltic capitals.

One of the Group's key strengths is its integrated expertise across the entire development process, from strategic planning and design to construction management, sales and property management. The Group operates with a long-term vision and sustainable development principles aimed at creating economic, social and environmental value.

In addition to managing its existing portfolio and ongoing developments, the Group continuously evaluates new development opportunities and strategic investments to further strengthen its position in the Baltic real estate market.

The Issuer is not aware of any recent events particular to the Issuer and which are to a material extent relevant to an evaluation of the Issuer's solvency.

The Issuer confirms that the activities of the Issuer and persons associated with it do not contravene Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, including Articles 5, 5a, 5aa, 5b, 5f and 5i thereof, and Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine, including Articles 1b, 1d, 1e, 1f, 1g, 1j, 1k, 1l, 1m, 1u, 1y, 1za and 1zb thereof.

Portfolio overview

As of the date of this Prospectus, the Group's development portfolio comprises projects at different stages of the development cycle, including completed developments with ongoing sales activities, projects under construction and future development opportunities.

Completed developments with ongoing sales include Kalaranna Kvartal and Uus-Kindrali Houses (white building) in Tallinn, as well as Miesto Vilos | Attico Boutique, mixed-use residential-commercial building in Vilnius, where some residential and commercial units remain available for sale. These developments represent an important source of near-term sales revenue and cash flow generation for the Group.

Projects currently under construction include Uus-Kindrali Houses (back building) and Musketäri Majad within the Kristiine City development area in Tallinn, as well as Blue Marine Residence, the next development phase of the Klīversala Bay project in Riga.

Future development opportunities are supported by a substantial pipeline of projects across the Baltic capitals. In Tallinn, the Group's future development portfolio is primarily concentrated within the Kristiine City masterplan and includes Dunte, NÜÜD Houses and Sammu Residence, as well as the commercial development project Ülemiste 5. In Riga, future development opportunities include subsequent phases of the Klīversala Bay development and the City Oasis residential project. In Vilnius, the Group's future development pipeline includes the Borgo residential development.

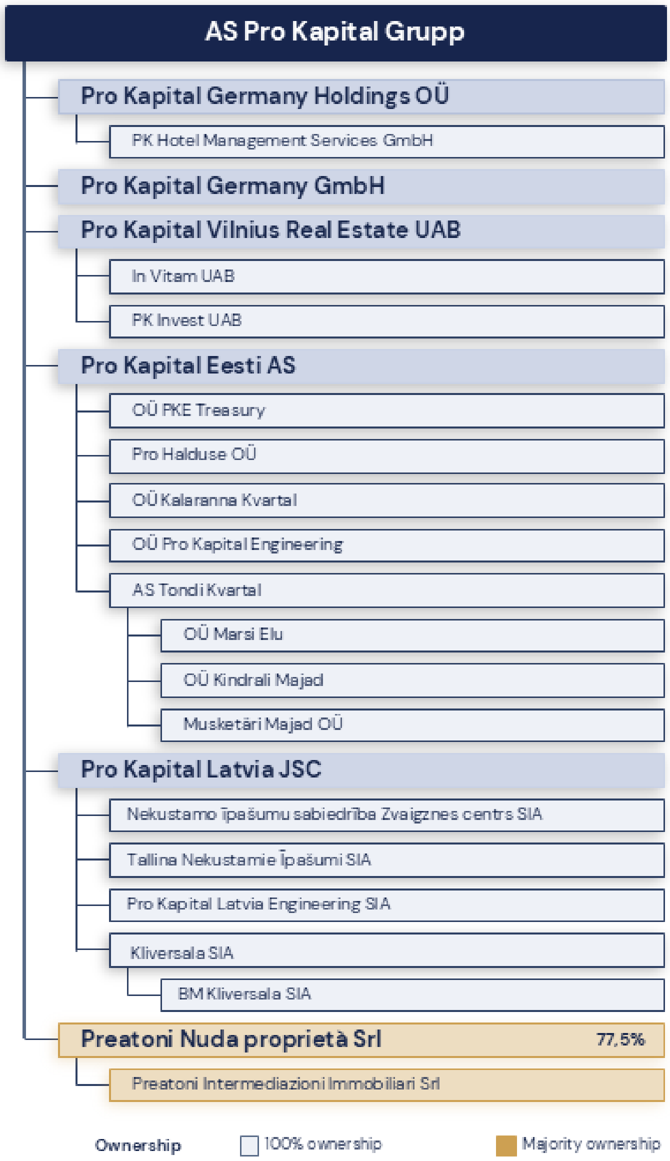
Together, these projects provide the Group with a diversified development pipeline and a platform for long-term growth and value creation in its core Baltic markets.

6.2 Details of the Issuer

Business name	AS Pro Kapital Grupp
Legal form	Public limited company
Legal Entity Identifier (LEI) code	097900BGM10000061519
Registry code	10278802
Address	Sõjakooli 11, 11316 Tallinn, Estonia
Phone number	+372 614 4920
Website	https://www.prokapital.com/ (the information provided on the Website does not constitute part of the Prospectus)
Credit ratings	As of the date of this Prospectus, no credit rating has been assigned to the Issuer at the Issuer's request or with the Issuer's cooperation.

6.3 Group structure

The Issuer is the holding company of the Group. The Issuer’s group includes the following consolidated subsidiaries as at the date of the Prospectus. Unless expressly specified below, all subsidiaries are 100% owned by the respective parent company.



As at the date of the Prospectus, the Issuer owns 100% of the shares of subsidiary groups in Estonia (via AS Pro Kapital Eesti), Latvia (via Pro Kapital Latvia JSC), Lithuania (via Pro Kapital Vilnius Real Estate UAB), Germany (via OÜ Pro Kapital Germany Holdings), and 77.5% of the shares of a subsidiary in Italy (via Preatoni Nuda Proprietà S.r.l.).

The Issuer's main activities include coordinating and controlling the development and implementation of the subsidiaries' business strategies, administering the Group's financial management and business reporting, and forwarding information to investors.

6.3.1 Estonia

AS Pro Kapital Eesti is a company belonging to the Group consolidated by the Issuer which itself owns a group of companies whose core business is property development and provision of management services. AS Pro Kapital Eesti operates both independently and through its subsidiaries, coordinating the activities of the Group's Estonian entities and supporting the implementation of the Issuer's strategic objectives at the local level in Estonia. The development portfolio of the Group in Estonia is detailed in Section 6.4.1.

As at the date of the Prospectus, AS Pro Kapital Eesti has the following subsidiaries:

i) OÜ PKE Treasury (100% owned);

ii) Pro Halduse OÜ (100% owned);

iii) OÜ Kalaranna Kvartal (100% owned);

iv) OÜ Pro Kapital Engineering (100% owned);

v) AS Tondi Kvartal (100% owned);

vi) OÜ Marsi Elu (100% subsidiary of AS Tondi Kvartal);

vii) OÜ Kindrali Majad (100% subsidiary of AS Tondi Kvartal);

viii) Musketäri Majad OÜ (100% subsidiary of AS Tondi Kvartal).

6.3.2 Latvia

Pro Kapital Latvia JSC is a company belonging to the Group consolidated by the Issuer. Pro Kapital Latvia JSC operates a group of companies controlled by the Issuer in Latvia. The development portfolio of the Group in Latvia is detailed in Section 6.4.2.

As at the date of the Prospectus, Pro Kapital Latvia JSC has the following subsidiaries:

i) Nekustamo Īpašumu Sabiedrība "Zvaigznes Centrs" SIA (100% owned);

ii) Tallina nekustamie īpašumi SIA (100% owned);

iii) Pro Kapital Latvia Engineering SIA (100% owned);

iv) Klīversala SIA (100% owned);

v) BM Klīversala SIA (100% subsidiary of Klīversala SIA).

6.3.3 Lithuania

Pro Kapital Vilnius Real Estate UAB is company belonging to the Group consolidated by the Issuer which operates a group of companies in Lithuania. The development portfolio of the Group in Lithuania is detailed in Section 6.4.3.

As at the date of the Prospectus, Pro Kapital Vilnius Real Estate UAB had the following subsidiaries:

i) UAB "In vitam" (100% owned);

ii) PK Invest UAB (100% owned).

6.3.4 Germany

The Issuer operates in Germany through both OÜ Pro Kapital Germany Holdings and Pro Kapital Germany GmbH.

OÜ Pro Kapital Germany Holdings is a holding company which is part of the Issuer's group of companies and owns 100% of the hotel management company PK Hotel Management Services GmbH which operates PK Parkhotel Kurhaus in Bad Kreuznach, Germany.

Pro Kapital Germany GmbH is the owner of a hereditary building right (building title) entitling it to own PK Parkhotel Kurhaus buildings (5,797 m^2) on four land plots located in Bad Kreuznach, Germany.

6.3.5 Italy

The Issuer owns a 77.5% shareholding in Preatoni Nuda Proprietà S.r.l. which itself has a subsidiary Preatoni Intermediazoni Immobiliari S.r.l. The Group's operations in Italy consist of commission income from residential real estate brokerage services, including transactions under bare ownership arrangements, where the Group acts as an agent.

6.4 Issuer's present and forward-looking activities

As of the date of this Prospectus, the Group's development portfolio is as follows[2]:

6.4.1 Estonia

Project	Type of development	Status	Beginning of construction	End of construction	Nr. buildings	Total Units	Total GBA
Kalaranna Kvartal III	apartments	completed-sales phase	2023	2025	4	151	16850
Uus-Kindrali houses white building	apartments	completed-sales phase	2024	2026	1	93	11700
Uus-Kindrali houses black building	apartments	in development-sales phase	2025	2027	1	90	11000
Musketäri Majad black, red building	apartments	in development-sales phase	2026	2028	2	145	17650
Musketäri Majad white building	apartments	building permit received	TBA	TBA	1	110	11850
Dunte	apartments	building permit received	TBA	TBA	1	160	14352
NÜÜD Houses (2 stages)	apartments	building permit expected Q3/Q4 2026	TBA	TBA	4	155	23500
Sammu Residence	apartments	design stage	TBA	TBA	2	46	6000
Ülemiste 5	offices/ hospitality	building permit application in process	TBA	TBA	1	-	22500

6.4.2 Latvia

Project	Type of development	Status	Beginning of construction	End of construction	Nr. buildings	Total Units	Total GBA
Blue Marine Residence	apartments	in development	2025	2027	1	96	12569
City Oasis residential quarter, Tallinas iela 5/7	apartments	building permit received	TBA	TBA	5	353	41300
Kliversala Bay developed in 7 different stages	apartments	design stage	TBA	TBA	7	670	105000
Brivibas iela 193 (stage 1 and stage 2)	commercial	plot for sale	TBA	TBA	2	TBA	34600

[2] Please note that the overview of the Group's development portfolio provided here offers an overview of the total volume of units to be developed per project and does not account for the fact that some units of the Kalaranna Kvartal III, Uus-Kindrali houses white building and Miesto Vilos and Attico Boutique development project are already sold.

6.4.3 Lithuania

Project	Type of development	Status	Beginning of construction	End of construction	Nr. buildings	Total Units	Total GBA
Miesto Vilos and Attico Boutique	apartments, commercial	completed-sales phase	2023	2026	5	59	23141
Borgo	apartments/business	building permit received	TBA	TBA	2	53	5741

6.5 Material agreements

In the assessment of the Issuer, there are no material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any Group company being under an obligation or an entitlement that is material to the Issuer's ability to meet its obligations to the Investors in respect of the Bonds.

6.6 Trend information

As at the date of the Prospectus, the Issuer is not aware of any known trends, uncertainties, demands, commitments or events outside the ordinary course of business that are reasonably likely to have a material adverse effect on the Issuer's or the Group's prospects for the current financial year.

No significant change has occurred in the financial performance of the Issuer or the Group since 30 June 2026.

6.7 Legal proceedings

i) AS Pro Kapital Eesti (registry code 10672309), a subsidiary of the Issuer, has filed a claim for compensation against the Land and Spatial Development Board (in Estonian: *Maa- ja Ruumiamet*) concerning the cadastral unit with address Kalasadama 3, Tallinn and the claimed excess payment of the purchase price and land tax for this cadastral unit. The claim for compensation amounts to 874,154 euros in total which amounts to 1,176,261.55 euros together with interest in arrears.

The Tallinn Administrative Court (in Estonian: *Tallinna Halduskohus*) partially upheld the appeal of AS Pro Kapital Eesti on 27 February 2024 and ordered the Land and Spatial Development Board to pay AS Pro Kapital Eesti 353,236 euros in damages for the overpaid land tax, of which the principal claim is EUR 191,973 and default interest EUR 161,263. By the 13 August 2024 order, the Tallinn Circuit Court (in Estonian: *Tallinna Ringkonnakohus*) has decided to commence proceedings with respect to both the appeal of the Land and Spatial Development Board and the cross-appeal of AS Pro Kapital Eesti against the decision of the Tallinn Administrative Court.

ii) OÜ Marsi Elu (registry code 12608273), a wholly-owned subsidiary of AS Tondi Kvartal (registry code 10284292, which is fully owned by AS Pro Kapital Eesti) is involved in three separate proceedings with AS Oma Ehitaja (registry code 11146149).

a) AS Oma Ehitaja has brought a claim against OÜ Marsi Elu claiming that OÜ Marsi Elu has wrongfully claimed penalty interest or that the court would alternatively reduce the penalty interest claims, seeking the payment of the balance of the invoices;

b) AS Oma Ehitaja has submitted a claim against OÜ Marsi Elu, claiming compensation for damages and additional interest. By a 14 February 2025 order, the Harju District Court decided to grant the application for suspending the proceedings of OÜ Marsi Elu and to suspend the proceedings until the entry into force of the final judgment in the case mentioned in the previous paragraph.

c) On 20 August 2025, OÜ Marsi Elu filed a counterclaim against AS Oma Ehitaja, demanding contractual penalties and interest, but the court has not yet decided whether to hear the case. The counterclaim was filed to prevent the claims from becoming expired, including to collect on contractual penalty claims of OÜ Marsi Elu and interest on arrears.

iii) OÜ Marsi Elu has filed a claim against Swedbank AS (registry code 10060701) on 26 May 2026 for payment under bank guarantees in the total amount of 1,706,116.97 euros (claim filed 26 May 2026) plus interest. The guarantees secured the contractual obligations of the main contractor AS Oma Ehitaja in connection with the development project at Rivi tn 6 / Sõjakooli tn 14//16. Payments have not occurred due to a court-imposed payment prohibition in parallel court proceedings with the claim being filed for the claims not to expire. A stay of proceedings is requested pending resolution of the parallel case.

iv) AS Pro Kapital Eesti filed a complaint with the Tallinn Administrative Court for establishment of the above-ground building right for the property of Ülemiste tee 5 as 42,801 m^2 (as established by 10 December 1998 Decision of Tallinn City Council No. 174 (DP001910)). The Tallinn Circuit Court satisfied the complaint with its decision of 30 May 2025, which entered into force on 22 December 2025, after the Supreme Court of Estonia (in Estonian: *Riigikohus*) did not accept the cassation filed by the City of Tallinn.

In connection with the above proceedings, City of Tallinn issued an expropriation decision for the acquisition of Ülemiste tee T3, Ülemiste tee T4 and Ülemiste tee T6 in the public interest since an agreement was not reached with AS Pro Kapital Eesti regarding price. AS Pro Kapital Eesti successfully objected to the expropriation decision (in particular the justification of the fair compensation awarded) before the Tallinn Administrative Court concerning the size of the compensation to be granted. The proceedings concerning AS Pro Kapital Eesti's appeal against the decision were suspended until resolution of the issue concerning the above-ground building right by the Supreme Court of Estonia. Proceedings are ongoing again from January 2026.

v) The Issuer, PK Invest UAB, a company unaffiliated with the Issuer and a private individual were sued in Rome by two Italian citizens in connection with inheritance proceedings. The Issuer and PK Invest UAB denied any connection with the alleged claim and the respective court dismissed the plaintiffs' claim on 11 May 2026 with 20,000 euros awarded to the Issuer and PK Invest UAB.

vi) Proceedings were commenced on 25 May 2026 against PK Invest UAB by UAB "Daistatus" in the Vilnius Regional Court (in Lithuanian: *Vilniuas apygardos teismas*) for a claim under a construction contract. The total amount of the claim is 211,854.70 euros plus statutory interest at the rate of 10.15% per annum on the awarded sum.

7. FINANCIAL INFORMATION AND STATUTORY AUDITORS

7.1 Historical financial information

The historical financial information of the Issuer has been incorporated by reference into this Prospectus as specified in Section 1.9.

7.2 Accounting standards

The consolidated Financial Statement of the Issuer has been prepared in accordance with International Financial Reporting Standards as adopted by the European Union (**IFRS**). The annual Financial Statements have been audited by an independent auditor. Auditors Ernst & Young Baltic AS (registry code 10877299; address Rävala pst 4, 10143, Tallinn, Estonia) have audited the consolidated and separate Financial Statements of the Issuer for the year ended 31 December 2025. The audit report was signed by member of the Estonian Auditors' Association (in Estonian: *Eesti Audiitorkogu*), the sworn auditor Erki Usin (sworn auditor's activity licence no. 496).

7.3 Consolidated financial statements

The Issuer prepares consolidated financial statements. Accordingly, the financial information presented in this Prospectus is based on the consolidated financial statements of the Group.

7.4 Interim and other financial information

In addition to the audited annual financial statement for the year ended 31 December 2025, the Issuer has published unaudited consolidated interim financial information for the six-month period ended 30 June 2026. Such interim financial information has not been audited or reviewed by the Issuer's independent auditor and is incorporated by reference into this Prospectus as specified Section 1.9.

7.5 Significant change in the Issuer's financial position

There has been no significant change in the financial position of the Group since 30 June 2026, the end of the last financial period for which interim financial information has been published.

8. CORPORATE GOVERNANCE

8.1 General

The Issuer is managed by the general meeting of shareholders (in Estonian: *aktsionäride üldkoosolek*), the Supervisory Board (in Estonian: *nõukogu*) and the Management Board (in Estonian: *juhatus*).

The duty of the Supervisory Board is to strategically direct the activities of the Management Board. The Supervisory Board participates in making important decisions relating to the activities of the Issuer and determines and regularly reviews the Issuer's strategy, general plan of action, principles of risk management and annual budget. The Supervisory Board together with the Management Board ensures the long-term planning of the Issuer's activity. The members of the Supervisory Board are elected and removed by the general meeting of shareholders. Pursuant to the Articles of Association, the Supervisory Board shall consist of at least three and maximum seven members. The Supervisory Board currently consists of three members.

The Management Board is responsible for the day-to-day management of the Issuer and makes decisions independently, acting in the best interests of the Issuer and in accordance with the goals and strategy approved by the Supervisory Board. The members of the Management Board are elected and removed by the Supervisory Board. The Management Board currently consists of two members.

The business address for all members of the Supervisory Board and the Management Board is AS Pro Kapital Grupp, Sõjakooli 11, 11316 Tallinn, Estonia. Information on the members of the Management Board and the Supervisory Board, including significant assignments outside of the Issuer that are relevant for the Issuer, is set forth below.

8.2 Management

8.2.1 Supervisory Board

The Issuer has a supervisory board which consists of three members:

i) <u>Patrick Jacques Bernard Werner – Chairman of the Supervisory Board</u>

Born in Nancy, France. Degree in Public Law and Economic Science.

Mr. Werner has extensive financial and banking background. From 2017-2022, Mr. Werner was Co-owner and Chairman of the Management Board of the VERGENT S.A (Renewable Energies); from 2014-2017 he was Chairman and Chief Executive Officer of the ARUM Gestion Privée; from 2011-2012 he was Chief Executive Officer of the Gras Savoye (Insurance broker, No 1 in France with subsidiaries in 40 countries); from 2006-2011 Founder and CEO of the La Banque Postale; from 1999-2006 he was Managing Director of La Poste.

ii) <u>Giovanni Bozzetti – Member of the Supervisory Board</u>

Born in Soresina, Italy. Italian entrepreneur, degree in Economics and Commerce, university professor and author. He is one of the leading Italian experts on territorial marketing, FDI and internationalization.

iii) <u>Oscar Mario Crameri – Member of the Supervisory Board</u>

Swiss citizen. He is also an attorney-at-law in the Canton of Ticino (Switzerland). Mr. Crameri has a law and banking background, specializing in compliance, corporate, and tax law. In the last 15 years, he has worked as an executive for tax and legal consulting firm. Previously he has worked as an executive member and Head of Legal and Compliance for an investment bank (for 4 years); before he held a position as Head of Tax and Legal departments for major audit firms (for 6 years first in Arthur Andersen and then in Deloitte).

8.2.2 Management Board

The Issuer has a management board which consists of two members:

i) <u>Edoardo Axel Preatoni – Member of the Management Board</u>

Edoardo Axel Preatoni was born in Milan. He holds a degree in political sciences and European economics from the Università Degli Studi di Milano.

Prior to founding Preatoni Real Estate Development in Dubai, UAE in 2013, he worked in the tourism and hospitality sector. As founder and CEO of Preatoni Real Estate, he managed the development and delivered the Preatoni Tower, a 45 stories mixed-use skyscraper located in Jumeirah Lake Towers, Dubai.

He has been a member of the board of AS Pro Kapital Grupp since 2016 and was appointed CEO as of January 1st, 2022.

ii) <u>Neringa Rasimavičienė – Member of the Management Board</u>

Neringa Rasimavičienė is a Lithuanian citizen and holds a degree in International Trade from International Business School of Vilnius University, having also graduated from Management School at Johnson & Wales University in United States. Employed by Pro Kapital since 2001. Member of the Management Board and Director of Operations of Pro Kapital Vilnius Real Estate since 2007. Member of the Management Board and General Manager of PK Invest since 2008.

8.3 Audit Committee

<u>Role of the Audit Committee</u>

The Audit Committee is an advisory body for the Supervisory Board of the Issuer in matters involving accounting, auditing, risk management, internal control and audit, exercising of oversight and budget preparation and legality of the activities.

The function of the Audit Committee is to monitor and analyse:

i) processing of financial information;

ii) efficiency of risk management and internal control;

iii) the process of auditing of annual accounts and consolidated accounts;

iv) independence of an audit firm and a sworn auditor representing an audit firm based on law and compliance of the activities thereof with other requirements of Estonia's Auditors Activities Act (in Estonian: *audiitortegevuse seadus*).

The Audit Committee is required to make recommendations or proposals to the Supervisory Board of the Issuer in the following issues:

i) appointment or removal of an audit firm;

ii) appointment or removal of an internal auditor;

iii) prevention or elimination of problems and inefficiencies in an organisation;

iv) compliance with legislation and the good practice of professional activities.

<u>Members of the Audit Committee</u>

The Audit Committee of the Issuer currently has two members. The members of the Audit Committee are:

i) Patrick Jacques Bernard Werner, Chairman of the Supervisory Board; and

ii) Oscar Mario Crameri, Member of the Supervisory Board.

8.4 Remuneration Committee

Role of the Remuneration Committee

The Remuneration Committee is an advisory body of the Supervisory Board in matters involving nomination and remuneration of the Management Board of the Issuer as well as nomination and remuneration of key executives of the Subsidiaries. The Remuneration Committee has been established to facilitate and co-ordinate the search for a balanced and qualified Supervisory Board and Management Board members based on specific profiles and needs of the Issuer in order to identify potential candidates to meet those profiles and needs and, ultimately, to allow the shareholders to make an informed assessment of the abilities and suitability of each candidate for the position of a Supervisory Board and Management Board member and for the Supervisory Board to make an assessment regarding the Management Board member candidates. The Remuneration Committee also safeguards that the Management Board's remuneration and company performance are linked when they annually assess the results of management of the Issuer.

Members of the Remuneration Committee

The Remuneration Committee of the Issuer currently has two members. The members of the Remuneration Committee are:

i) Giovanni Bozzetti, Member of the Supervisory Board; and

ii) Oscar Mario Crameri, Member of the Supervisory Board.

8.5 Description of interests

Members of the Management Board and the Supervisory Board avoid conflicts of interest in their activity. Members of the Management Board and the Supervisory Board do not make decisions based on their personal interests or use business offers addressed to the Group in their own interests. No conflict of interest had occurred during the financial year of 2025 or this financial year, as at the date of the Prospectus.

As per the Commercial Code, the Supervisory Board must approve the transactions between the Group and a member of its Management Board. As per the OECD 2015 Corporate Governance recommendations, the Supervisory Board of the Group as well as supervisory boards of subsidiaries approve and conduct related party transactions in a manner that ensures proper management of conflict of interest and protects the interests of the Group. The Group is following this recommendation. During 2025 there were no new transactions with members of the Management Board or the Supervisory Board nor have any such transactions occurred in 2026 as at the date of the Prospectus.

Neither members of the Management Board nor the Supervisory Board have any interests in companies who are Group's business partners, suppliers, clients and other related companies.

8.6 Transactions with related parties

Transactions with related parties are considered as transactions between the entities within the consolidated Group, its shareholders, the members of the Supervisory Board and the Management Board, their families and companies in which they hold majority interest or have significant influence.

Transactions with related parties

in thousands of euros	**2026 6M**	**2025 6M**	**2025 12M**
Significant owners and owner-related companies:			
Sales of goods/services	38	2	2
Administrative expenses	246	256	512

Payments for subsidiaries	0	0	0
Purchase of real estate	0	13	0
Members of the Management Board and Council			
Salaries and bonuses paid to management	460	352	615
Sales of goods/services	38	561	824

Receivables from related parties

in thousands of euros	2026 6M	2025 6M	2025 12M
Significant owners and owners related companies:			
Receivables	47	0	1

Payables to related parties

in thousands of euros	2026 6M	2025 6M	2025 12M
Significant owners and owner-related companies:			
Trade payables	13	105	8
Loans	745	745	745

9. SHAREHOLDER AND SECURITY HOLDER INFORMATION

This section shall provide information on the issuer's major shareholders, the existence of potential conflicts of interest between senior management and the issuer, the issuer's share capital as well as information on related party transactions, legal and arbitration proceedings and material contracts.

9.1 Issuer's share capital and its shareholder, equity securities and other securities

The share capital of the Issuer is EUR 11,337,590.80, consisting of 56,687,954 shares with the nominal value of EUR 0.2. Each share gives the shareholder one vote.

The shares are listed on listed and traded on Baltic Main List operated by Nasdaq Tallinn. As of the date of this Prospectus, the Issuer has 938 shareholders, including 19 nominee accounts.

As at the date of the Prospectus, the shareholders holding over 5% of all Shares in the Issuer are the following:

Name, surname / name of the company	Shares held by shareholder, units	Shares held by shareholder, %
Nominee account: RAIFFEISEN BANK INTERNATIONAL AG	19,693,536	34.74
Omnibus account: Clearstream Europe AG	16,805,818	29.65
Nominee account: CACEIS BANK/QE/EE MKT OMN STD	9,377,068	16.54
OÜ Svalbork Invest	5,590,639	9.86
Total	56,687,954	100

According to the knowledge of the Issuer, none of the shareholders of the Issuer have any different voting rights compared to other shareholders of the Issuer. As of the date of the Prospectus, the Issuer is not aware of any existing agreements between the shareholders of the Issuer or other agreements, the operation of which may affect the exercise of voting rights in the Issuer.

To the extent known to the Issuer, the Issuer is not directly or indirectly owned or controlled by any party. The Issuer is also not aware of arrangements, the operation of which may at a subsequent date result in any party exercising control over the Issuer.

The largest shareholders of the Issuer are Mr. Ernesto Preatoni and his affiliates. Based on the information available to Issuer as of 3 September 2026, Mr. Ernesto Preatoni and his affiliates control 49.87% of shares of the Issuer.

1. OÜ Svalbork Invest, Estonian company with registry code 10522573, controlled by Mr. Ernesto Preatoni which holds 5,590,639 shares representing 9.86% of the total shares of the Issuer;
2. 11,559,978 shares representing 20.39% of the total shares of the Issuer held through a nominee account by Preatoni Group in Raiffeisen Bank International AG;
3. 10,700,000 shares representing 18.88% of the total shares of the Issuer held through a nominee account by Preatoni Group in Clearstream Europe AG;
4. 275,304 shares representing 0.49% of the total shares of the Issuer held through a nominee account by Preatoni Group in Banca Stato;
5. 143,000 shares representing 0.25% of the total shares of the Issuer held through a nominee account by Mr. Ernesto Preatoni in Clearstream Europe AG.

In addition, the Issuer has the following outstanding bonds:

	Senior secured bonds listed on Nasdaq Stockholm	**Unsecured bonds listed on Nasdaq Tallinn**

Debt instrument	Senior secured callable fixed-rate non-convertible bonds	Unsecured callable fixed-rate non-convertible bonds
ISIN	SE0013801172	EE3300001676
Status	Direct, general, unconditional, unsubordinated and secured obligations of the Issuer	Direct, general and unsecured debt obligations of the Issuer
Original issue size	EUR 28.5M	EUR 9.7M
Current aggregated nominal value	EUR 10,545,000 as of 30 June 2026	EUR 8,232,612.78 as of 30 June 2026
Number of bonds	28,500	3,459,081
Current nominal value	EUR 370	EUR 2.38
Redemption date	20 February 2028 (extended from original 20 February 2024)	31 October 2026 (extended from original 31 October 2024) with the right to extend further to 31 October 2028 (extended from original 31 Oct 2024)
Interest rate	11%	9%
Interest payments	Semi-annually in arrears on 20 February and 20 August	Semi-annually on the 10th Business Day of January and July
Listing / CSD	Nasdaq Stockholm Corporate Bond List / Euroclear Sweden	Nasdaq Tallinn Baltic Bond List / Nasdaq CSD Eesti filiaal
Agent / issuing agent	Agent: Nordic Trustee & Agency AB Issuing agent: Pareto Securities AB	N/A (unsecured bonds)
Use of proceeds / purpose	Originally used to redeem existing bonds; remaining proceeds available for acquisitions, real estate development investments and general corporate purposes	Refinancing / exchange of existing convertible bonds; originally issued only to eligible existing bondholders
Security package	Share pledges over relevant Group companies and pledge over deposit account; Q1 2026 report also discloses project-related collateral and pledged assets	Unsecured

Maintenance covenant — issuer level	Equity-to-assets ratio must exceed 35% (54.6% as of 31.03.2026)	N/A
Maintenance covenant — subsidiary level	Interest-bearing debt / property value must not exceed 75% for each relevant subsidiary	N/A
Undertakings / restrictions	Incurrence test requiring equity / total assets >40% for certain debt incurrence and restricted payments; restrictions on distributions, additional indebtedness, security / guarantees and material asset disposals, subject to permitted baskets, exceptions and reinvestment / bond repayment mechanics	N/A
Early redemption / call option	Issuer may redeem fully or partially before maturity with at least 15 Business Days' notice	Issuer may redeem fully or partially before maturity with at least 15 Business Days' notice, subject to secured bonds (SE0013801172) being fully redeemed or waived
Investor put option	Investor put option at price per Bond equal to 101% upon Change of Control Event or De-listing Event	No investor right to demand early redemption before maturity
Governing law	Swedish law	Estonian law

10. TAXATION

For avoidance of doubt, the below summary of principles of taxation should not be considered to be tax advice. Each investor should consult their own professional tax advisors regarding the tax implications of the Issue or the acquisition of the Bonds. The laws of the Investor's country of residence may also affect the income earned from the securities. The purpose of this section is to give an overview of the tax regime applicable to the Investors and the Issuer. The below summary is in no way exhaustive and is not meant to constitute professional advice to any person.

The Issuer shall withhold income tax from payments made to the Investors in cases and to the extent required by the laws of the Republic of Estonia. As of the date of the Prospectus, the Issuer is generally only obliged to withhold income tax from interest payments made to the Investors who are natural persons residing Estonia, unless such Investor has informed the Issuer that the Bonds have been acquired for the money held in an investment account or pension investment account.

10.1 Estonia

An individual will be considered as a resident of Estonia for taxation purposes:

i) if the individual’s place of residence is in Estonia, or

ii) if the individual stays in Estonia for at least 183 days over the course of a period of 12 consecutive calendar months.

A person shall be deemed to be a resident as of the date of his or her arrival in Estonia.

A legal person, excluding a trust fund, is a resident if it is established pursuant to Estonian law. European public limited companies (SE) and European associations (SCE) whose registered office is registered in Estonia are also Estonian residents.

A non-resident is a natural or legal person not specified above.

10.1.1 Investment account

Estonian resident individuals may postpone the taxation of their investment income by using an investment account (in Estonian: *investeerimiskonto*) for the purposes of making transactions with certain financial assets (including the Bonds). An investment account is a monetary account opened with a European Economic Area or the Organisation for Economic Co-operation and Development (OECD) member state credit institution, through which the transactions with the financial assets, taxation of income from which (e.g. capital gains, etc.) a person wants to postpone, shall be made. The moment of taxation of the financial income held on an investment account is postponed until such income is withdrawn from the investment account (i.e. the amount withdrawn from the account exceeds the amount which had been previously paid in to the account). Therefore, financial income held at the investment account may be reinvested tax-free until it is withdrawn from the account.

10.1.2 Pension investment account

Estonian resident individuals who have decided to grow their Estonian mandatory funded pension (II Pillar) via pension investment account (PIA, in Estonian: *pensioni investeerimiskonto*), can also acquire the Bonds through PIA. The PIA is a separate bank account opened with an Estonian credit institution, which, on the one hand, is part of the mandatory funded pension system (incl. relevant benefits, such as additional contributions from the state), but on the other hand allows the person to make their own investment decisions. Like the ordinary investment account, the PIA allows making of transactions with financial assets, whereas taxation of income from such assets (e.g., capital gain or interest from the Bonds) is deferred until income is withdrawn from the PIA. Monetary means withdrawn from the PIA are, generally, taxed at a 22% income tax rate, unless withdrawn after reaching the retirement age, in which case a 10% income tax rate or a tax exemption (depending on the method of payment) applies.

10.1.3 Capital gains from Bonds

Gains realised by an Estonian resident individual upon the sale or exchange of securities (including the Bonds) are subject to income tax at the rate of 22%. Since all earnings of resident legal persons, including capital gains, are taxed only upon distribution, capital gains accruing to resident legal persons are not subject to immediate taxation. As a rule, capital gains received by non-residents from the sale or exchange of securities are not taxed in Estonia (except for certain securities related to the Estonian real estate). Non-resident Investors receiving capital gains from the sale or exchange of the Bonds may be subject to declaring and paying income tax in their respective countries of residence. For the purposes of capital gains taxation, the gain derived from the sale of securities (including the Bonds) is the difference between the acquisition cost and the sales price of such securities. The gain derived from the exchange of securities is the difference between the acquisition cost of securities subject to exchange and the market price of the property received as a result of the exchange. The expenses directly related to the sale or exchange of Bonds may be deducted from the gains but are generally rather limited.

10.1.4 Taxation of interest

Estonian resident individuals are subject to paying income tax at the rate of 22% on the interest received from loans, securities (including the Bonds) and other debt obligations. Therefore, interest (coupon payments) received by Estonian resident individuals from the Bonds is subject to income tax in Estonia. Such income tax is subject to withholding by the Issuer unless the resident individual notifies the Issuer that the Bonds were acquired from funds held in an investment account. Since all earnings of resident legal persons are taxed only upon distribution (as described above), interest received by Estonian resident legal persons is not subject to immediate taxation. As a rule, interest payments received by non-residents are exempt in Estonia (i.e. no withholdings are made).[3] Note, however, that non-resident Investors receiving interest from the Bonds may be subject to declaring and paying income tax in their respective countries of residence.

10.2 Latvia

10.2.1 Resident individuals

An individual will be considered as a resident of Latvia for taxation purposes:

i) if the individual's declared place of residence is in the Republic of Latvia; or

ii) if the individual stays in the Republic of Latvia 183 days or more within any 12-month period, starting or ending in the taxation year; or

iii) if the individual is a citizen of the Republic of Latvia employed abroad by the government of the Republic of Latvia.

Under the Law on Personal Income Tax (in Latvian: *likums "Par iedzīvotāju ienākuma nodokli"*), interest income and income equivalent to interest derived by a Latvian resident individual from the Bonds is generally treated as income from capital and is subject to Latvian personal income tax at the rate of 25.5%. As the Issuer is an Estonian company and is not a Latvian income payer, the Issuer will not withhold Latvian

[3] Income tax is charged on the interest received by a non-resident in connection with a holding in a common investment fund or in another pool of assets, of whose assets more than 50% accounted, at the time of the payment of the interest or during any period within the two years preceding it, directly or indirectly for immovables or construction works as movables located in Estonia and in which the non-resident had a holding of at least 10 per cent at the time the interest was received. Income tax is not charged on interest if the income of the investment fund constituting the basis therefor is subject to income tax pursuant to the provisions of Chapter 5^1 of the Income Tax Act (in Estonian: *tulumaksuseadus*) or exempt from income tax pursuant to subsection 2 of § 31^2 of the Income Tax Act.

personal income tax from payments under the Bonds. The relevant Latvian resident individual will be responsible for declaring the interest income and paying the applicable tax.

A capital gain derived by a Latvian resident individual from the disposal of the Bonds is generally subject to Latvian personal income tax at the rate of 25.5%. The taxable capital gain is generally calculated as the positive difference between the disposal price of the Bonds and their acquisition value, taking into account any other deductions permitted under Latvian law. The relevant Latvian resident individual is responsible for declaring the capital gain and paying the applicable tax.

In addition, a 3% personal income tax surcharge applies to the portion of an individual's aggregate annual income exceeding EUR 200,000. Income taken into account for this purpose includes income from capital and capital gains.

10.2.2 Resident entities

An entity will be considered as a resident of Latvia for tax purposes if it is or should have been established and registered in the Republic of Latvia in accordance with the legislative acts of the Republic of Latvia.

This also include permanent establishments of foreign entities in Latvia.

Interest payments on the Bonds and proceeds from the disposal of the Bonds received by Latvian resident companies will not be subject to withholding tax in Latvia. Under the Corporate Income Tax Law (in Latvian – *Uzņēmumu ienākuma nodokļa likums*) retained earnings are exempt from corporate income tax, and only distributions are taxed. Corporate income tax rate on gross profit distribution is 20%. Corporate income tax on net amount of profit distribution is determined by dividing net amount with a coefficient of 0.8 (i.e., the effective tax rate on net distributed profit is 25%).

10.2.3 Investment account

Latvian resident individuals may defer Latvian personal income taxation of investment income by carrying out transactions with the Bonds through a qualifying investment account (in Latvian: *ieguldījumu konts*) that meets the requirements of the Law on Personal Income Tax.

A qualifying investment account may be opened with a duly licensed credit institution or other investment services provider that is resident in Latvia, another Member State of the European Union, a member state of the European Economic Area, a member state of the Organisation for Economic Co-operation and Development, or another country with which Latvia has concluded an applicable double taxation treaty.

Where the investment-account regime applies, income is generally determined as the amount by which withdrawals from the investment account exceed contributions made to that account. Consequently, income generated from the Bonds, including interest income and gains from their disposal, may generally be reinvested within the investment account without immediate personal income taxation. Taxation is deferred until the amount withdrawn from the investment account exceeds the amount contributed to it.

The investment account and any accounts linked to it must be used in accordance with the statutory requirements. Where the investment account is maintained with a foreign investment services provider, the Latvian resident individual must generally notify the Latvian State Revenue Service of the investment-account status by the end of the relevant taxation year.

10.3 Lithuania

10.3.1 Resident individuals

A "**resident individual**" means an individual whose permanent place of residence is in the Republic of Lithuania, or whose personal, social or economic interests are located mainly in the Republic of Lithuania rather than abroad or who is present in the Republic of Lithuania for 183 or more days in the relevant tax period or for 280 or more days in two consecutive tax periods and for 90 or more days in one of these tax periods, and a "**resident entity**" means an entity which is legally established in the Republic of Lithuania.

A non-resident is a natural or legal person not specified above.

Taxation of interest income and capital gains earned by non-resident entities acting through a permanent establishment in the Republic of Lithuania is the same as that of resident entities defined above, therefore, it is not separately outlined in the further sections of the Prospectus. For relevant details on the taxation of Lithuanian permanent establishments as Investors, please refer to the taxation of resident entities.

10.3.2 Withholding tax, income tax

Interest payments to individuals

From 2026 payments in respect of interest on the Bonds (including, to the extent applicable, the positive difference between the redemption price and the issue price of the Bonds) to a resident or a non-resident individual Investor shall be aggregated with other income received during the tax period and subject to a personal income tax at 15%, 20%, 25% or 32% rate depending on the amount of annual income:

i) the annual portion of interest on the Bonds, together with other income not related to employment relations (excluding income from individual activity, profit sharing or remuneration for activities on the supervisory board or board of directors, loan committee, paid in lieu of profit sharing or together with profit sharing, payments from the employer under copyright agreements, income subject to a 15% fixed personal income tax rate, and certain other types of income), not exceeding 12 average national wages ("**ANW**"; 12 ANW is equal to EUR 27,745.80 in 2026), is subject to 15% personal income tax.

ii) the annual portion of interest on the Bonds and income specified above, exceeding 12 ANW, shall be progressively taxed together with income from employment relations under the following thresholds:

   a) the annual portion of the relevant income from 12 ANW to 36 ANW (in 2026 income from EUR 27,745.81 to EUR 83,237.40) is subject to 20% personal income tax;

   b) the annual portion of the relevant income from 36 ANW to 60 ANW (in 2026 income from EUR 83,237.41 to EUR 138,729), is subject to 25% personal income tax; and

   c) the annual portion of the relevant income from 60 ANW (in 2026 the income exceeding EUR 138,729), is subject to 32% personal income tax.

The amount of ANW is established on an annual basis.

When calculating the threshold for the non-resident individuals, the following Lithuanian-sourced income is taken into account: interest, royalties, income from sports and performance activities, capital gains and income from the rent from real estate located in the Republic of Lithuania and capital gains from movable property registrable in the Republic of Lithuania.

Part of the total amount of interest (including interest on the Bonds) received during the calendar year up to the amount of EUR 500 will be exempt from personal income tax. The tax exemption will not apply to the interest received from entities established in a tax haven or from individuals whose permanent place of residence is in a tax haven. Personal income tax on the interest is to be paid by the resident individual himself/herself.

When interest is earned by a non-resident individual, the Issuer, as a Lithuanian interest-paying entity, will withhold the personal income tax by applying the tax rate having regard only to the amount of that specific payment, i.e. if a specific payment of the interest on the Bonds does not exceed 12 ANW, this payment is subject to 15% personal income tax. Where the interest payments are received periodically, the Issuer shall, at the request of a non-resident individual, apply the personal income tax rates having regard to the total amount of payments made and/or planned to be made to the non-resident individual during the tax period.

Separate double taxation treaties with the Republic of Lithuania can provide for a lower tax rate for non-resident individuals.

Payments to entities

Payments in respect of interest on the Bonds (including, to the extent applicable, the positive difference between the redemption price and the issue price of the Bonds):

i) to a resident entity will be included into calculation of its taxable profit. Taxable profit will be subject to 17% (since 2026) corporate income tax (7% (since 2026) for small-sized entities or an incentive rate applicable to the Investor). Banks and credit unions, including central credit unions and branches of foreign banks in the Republic of Lithuania, shall pay an additional 5% corporate income tax on taxable profits (subject to special calculation rules) exceeding EUR 2 million.

ii) to a non-resident entity, which is registered or otherwise organised in a state of the European Economic Area or in a state with which the Republic of Lithuania has concluded and brought into effect a double tax treaty, will not be subject to withholding tax in the Republic of Lithuania.

iii) to a non-resident entity other than those listed above will be subject to 10% withholding tax.

If the Issuer as an interest-paying person is unable to identify the Investor and determine such Investor's eligibility for a lower tax rate or exemption from withholding tax, payments of interest in respect of the Bonds (including, to the extent applicable, the positive difference between the redemption price and the issue price of the Bonds) to any such Investor will be subject to 15% personal income tax to be withheld and paid to the budget of the Republic of Lithuania by the Issuer.

10.3.3 Taxation on disposition of Bonds

Payments to individuals

Capital gains (i.e. the difference between the sale price and acquisition costs) on disposal of the Bonds received by a resident individual will be subject to progressive tax rates, that apply similarly as the personal income tax rates applicable to interest on the Bonds. Capital gains on disposal the Bonds received by a resident individual shall be aggregated with other income received during the tax period and subject to personal income tax at 15%, 20%, 25% or 32% rate, depending on the amount of annual income:

i) the annual portion of capital gains on disposal of the Bonds, together with other income not related to employment relations (excluding income from individual activity, profit sharing or remuneration for activities on the supervisory board or board of directors, loan committee, paid in lieu of profit sharing or together with profit sharing, payments from the employer under copyright agreements, income subject to a 15% fixed personal income tax rate, and certain other types of income), not exceeding an amount equal to 12 ANW (equal to EUR 27,745.80 in 2026), is subject to 15% personal income tax.

ii) the annual portion of capital gains on disposal of the Bonds and income specified above, exceeding 12 ANW, together with income from employment relations shall be progressively taxed under following thresholds:

   a) the annual portion of the relevant income from 12 ANW to 36 ANW (in 2026 income from EUR 27,745.80 to EUR 83,237.40) is subject to 20% personal income tax;

   b) the annual portion of the relevant income from 36 ANW to 60 ANW, (in 2026 income from EUR 83,237.41 to EUR 138,729), is subject to 25% personal income tax, and

   c) the annual portion of the relevant income from 60 ANW (in 2026 income exceeding EUR 138,729) is subject to 32% personal income tax.

Part of the capital gains received from the sale of securities (including the Bonds) during the calendar year up to the amount of EUR 500 will be exempt from personal income tax. The tax exemption will not apply if the sale proceeds are received from entities established in a tax haven or from individuals whose permanent place of residence is in a tax haven. Personal income tax on the capital gains is to be paid by the resident individual himself/herself. The disposition of Bonds by non-resident individuals will not be subject to any Lithuanian income or capital gains tax.

Payments to entities

Capital gains (i.e. the difference between the sale price and acquisition costs) on disposal of the Bonds received by a resident entity will be included into calculation of its taxable profit. Taxable profit will be subject to 17% (since 2026) corporate income tax (7% (since 2026) for small-sized entities or an incentive rate applicable to the Investor). Banks and credit unions, including central credit unions and branches of foreign banks in the Republic of Lithuania, shall pay additional 5% corporate income tax on taxable profits (subject to special calculation rules) exceeding EUR 2 million.

The disposition of Bonds by a non-resident entity will not be subject to any Lithuanian income or capital gains tax.

10.3.4 Investment Account

Lithuanian resident individuals may postpone the taxation of their investment income by using an investment account (in Lithuanian: *investicinė sąskaita*) for the purposes of making transactions with certain financial assets (including listed Bonds). An investment account is a monetary account opened with a credit institution in a member state of the European Economic Area or the Organisation for Economic Co-operation and Development (OECD) or a state with which Lithuania has a valid tax treaty, through which transactions with the financial assets, taxation of income from which (capital gains, interest) a person wants to postpone, will be made. The moment of taxation of the financial income held on an investment account is postponed until such income is withdrawn from the investment account (i.e. the amount withdrawn from the account exceeds the amount which had been previously paid into the account). Therefore, financial income held in the investment account may be reinvested income tax free until it is withdrawn from the account. The individual must declare the account as an investment account to the State Tax Inspectorate of the Republic of Lithuania for it to be recognised as such.

Resident individuals using an investment account should take notice that this regime applies only to those financial products (including Bonds) which are admitted to trading on a stock exchange at the time of their acquisition.

10.3.5 Registration and stamp duty

Transfers of Bonds will not be subject to any registration or stamp duty in the Republic of Lithuania.

11. GLOSSARY

For the purpose of the Prospectus, the following definitions have the following meaning:

Account Manager	means a credit institution or investment firm that is licensed to provide securities account services within the territory of the Republic of Estonia, the Republic of Latvia or the Republic of Lithuania and (i) has an account manager's agreement with Nasdaq CSD SE Eesti filiaal or (ii) is a member of Nasdaq Riga Stock Exchange or Nasdaq Vilnius Stock Exchange or has relevant arrangements with a member of those exchanges by the end of the Subscription Period;
Arranger	means AS LHV Pank, a public limited company incorporated in the Republic of Estonia, registry code 10539549 and registered address at Tartu mnt 2, Tallinn 10145, Republic of Estonia who is acting as the arranger for the purposes of the offering of the Bonds and also as the manufacturer for the purposes of the MiFID II Product Governance Requirements;
Articles of Association	mean the Articles of Association of the Issuer, registered in the Commercial Register and in force as at the date of the Prospectus;
Bond	means a debt security representing the Issuer's debt obligation pursuant to the Issue Terms, which may be held intangibly (only in book-entry form) on a securities' account in the Register opened (i) in the name of the Investor or (ii) on a nominee account;
Business Day	means any day, except Saturday, Sunday, a national or a public holiday of the Republic of Estonia;
Commercial Register	means the Estonian Commercial Register (in Estonian: *äriregister*);
Delegated Regulation	means Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004;
Early Redemption	means the Issuer's right to redeem the Bonds prior to the Redemption Date or the Issuer's obligation to redeem the Bonds prior to the Redemption Date in accordance with the Issue Terms;
EFSA	means the Estonian Financial Supervision and Resolution Authority;
EUR	means the official currency of Eurozone countries, including Estonia, the euro;
Financial Statements	means the audited consolidated annual report of the Issuer for the financial year ended 31 December 2025 and the unaudited

	consolidated interim report for the six-month period ended 30 June 2026;
Final Terms	means the specific terms and conditions of the Bonds issued in one Tranche and which constitutes an integral part of the Issue Terms;
Group	means the Issuer and its subsidiaries;
IFRS	means the International Financial Reporting Standards as adopted by the European Union;
Investor	means (i) any person deemed to hold the title to the Bonds according to the Issue Terms or (ii) a person, who has submitted a Subscription Order and whose subscription for the Bonds has not been rejected by the Issuer;
Investors' Resolution	means a resolution of the Investors adopted in accordance with the Issue Terms;
Issue	means the issue of the Bonds under the Issue Terms and as approved by the Resolutions;
Issue Date	means a Business Day stipulated in the Final Terms on which the Bonds are settled in the Register in accordance with the Issue Terms;
Issue Documents	mean the Prospectus, the Issue Terms, the Final Terms, the Subscription Orders (to the extent accepted) and the Resolutions;
Issue Price	means the price payable by the Investor for each Bond in accordance with the Final Terms;
Issue Terms	means the Terms and Conditions of the AS Pro Kapital Grupp Non-convertible Bond Issue (originally approved on 3 September 2026 and as amended from time to time) together with the Final Terms;
Issuer	means AS Pro Kapital Grupp, a public limited company incorporated in the Republic of Estonia, registry code 10278802 and registered address at Sõjakooli 11, 11316, Tallinn, Estonia;
Management	means the Management Board and the Supervisory Board of the Issuer;
Management Board	means the management board of the Issuer;
Maximum Aggregate Nominal Value	means the maximum aggregate Nominal Value of Bonds that may be issued under the Issue Terms, i.e. EUR 10,000,000;
Maximum Amount	means the maximum number of Bonds subscribed for by each Investor;

Nasdaq Tallinn	means Nasdaq Tallinn Aktsiaselts, legal entity code 10359206, with its registered address at Maakri tn 19/1, 10145, Tallinn, Estonia;
Nominal Value	means the denomination value of each Bond which is EUR 1,000 per Bond;
Payment Date(s)	means the date(s) stipulated in the Final Terms on which the Issuer prior to the redemption of the Bonds shall make interest payments to the Investors for the previous calendar quarter;
Programme	means the issue of the Bonds in one or several Tranches in accordance with the Issue Terms;
Prospectus	means this prospectus relating to the public offering of the Bonds;
Prospectus Regulation	means Regulation (EU) No 2017/1129 of the European Parliament and of the Council, as amended from time to time;
Record Date	means the date which is exactly 2 (two) Business Days before the due date for the relevant payment under the Issue Terms;
Redemption Date	means the date which is exactly 2 (two) years from the initial Issue Date of Bonds with the same ISIN code and on which the Issuer shall redeem all Bonds with the same ISIN code issued under the Issue Terms;
Redemption Payment	means a payment payable to the Investors in accordance with the Issue Terms for the due redemption or Early Redemption of the Bonds;
Register	means the Estonian Register of Securities which is maintained and operated by Nasdaq CSD SE Eesti filiaal (the Estonian branch of Nasdaq CSD SE incorporated in the Republic of Latvia, registry code of the Estonian branch 14306553 and registered address Maakri tn 19/1, 10145, Tallinn, Republic of Estonia);
Resolution	means the resolution of the Supervisory Board to approve the Issue and the Maximum Aggregate Nominal Value and the maximum number of Bonds to be issued in each Tranche, the resolutions of the Management Board of the Issuer to approve the Issue Documents and decide on the actual total Nominal Value of the Issue, the actual total Nominal Value of each Tranche and the number of Bonds, as well as other resolutions by the Management set out in the Issue Terms or the Final Terms;
Securities Market Act	means the Securities Market Act of the Republic of Estonia (in Estonian: *väärtpaberituru seadus*);
Settlement Agent	means AS LHV Pank, a public limited company incorporated in the Republic of Estonia, registry code 10539549 and registered address at Tartu mnt 2, Tallinn 10145, Republic of Estonia, who is responsible for conducting all actions necessary to duly settle the related

transactions, as well as managing the relationship and communication with the Register on behalf of the Issuer;

Subscription Order	means an offer by the Investor reproducible in writing or in any other form accepted by the Account Manager for the subscription of the Bonds submitted in accordance with the Issue Terms;
Subscription Period	means a period of time for submitting the Subscription Orders commencing and ending as stipulated in the Final Terms;
Supervisory Board	means the supervisory board of the Issuer;
Tranche	means a portion of the Bonds issued pursuant to the Issue Terms, certain Final Terms and Resolutions applicable to that particular set of the Bonds forming a single issue with the other Bonds;
Website	means the website located at https://www.prokapital.com/bond-issue2026/.

Appendix 1. Terms and Conditions of the AS Pro Kapital Grupp Non-convertible Bond Issue

TERMS AND CONDITIONS

OF

AS PRO KAPITAL GRUPP NON-CONVERTIBLE BONDS PROGRAMME

Approved 3 September 2026

The distribution of this document and the placement of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required to inform themselves about, and to observe, such restrictions.

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1. DEFINITIONS AND INTERPRETATION

1.1. For the purpose of the Issue Terms and other documents relating to the issue of the Bonds hereunder, the following definitions have the following meaning:

1.1.1. **Account Manager** means a credit institution or investment firm that is licensed to provide securities account services within the territory of the Republic of Estonia, the Republic of Latvia or the Republic of Lithuania and (i) has an account manager's agreement with Nasdaq CSD SE Eesti filiaal or (ii) is a member of Nasdaq Riga Stock Exchange or Nasdaq Vilnius Stock Exchange or has relevant arrangements with a member of those exchanges by the end of the Subscription Period;

1.1.2. **Bond** means a debt security representing the Issuer's debt obligation pursuant to the Issue Terms, which may be held intangibly (only in book-entry form) on a securities' account in the Register opened (i) in the name of the Investor or (ii) on a nominee account;

1.1.3. **Business Day** means any day, except Saturday, Sunday, a national or a public holiday of the Republic of Estonia;

1.1.4. **Delegated Regulation** means the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing the Prospectus Regulation, as amended from time to time;

1.1.5. **Early Redemption** means the Issuer's right to redeem the Bonds prior to the Redemption Date or the Issuer's obligation to redeem the Bonds prior to the Redemption Date in accordance with Section 6;

1.1.6. **Equity Ratio** means the equity attributable to owners of the Issuer divided by total assets (non-controlling interests are excluded from the calculation);

1.1.7. **Extraordinary Early Redemption Event** means any of the events specified in Section 6.3;

1.1.8. **Final Terms** means the specific terms and conditions of the Bonds issued in one Tranche and which constitutes an integral part of the Issue Terms; the Final Terms are available here: https://www.prokapital.com/bond-issue2026/;

1.1.9. **Group** means the Issuer and its subsidiaries;

1.1.10. **Investor** means (i) any person deemed to hold the title to the Bonds according to Section 3.10 or (ii) a person, who has submitted a Subscription Order and whose subscription for the Bonds has not been rejected by the Issuer;

1.1.11. **Investors' Resolution** means a resolution adopted in accordance with Section 9;

1.1.12. **Issue** means the issue of the Bonds under the Issue Terms and as approved by the Resolutions;

1.1.13. **Issue Date** means a Business Day stipulated in the Final Terms on which the Bonds are settled in the Register in accordance with the Issue Terms;

1.1.14. **Issue Documents** mean the Prospectus, the Issue Terms, the Final Terms, the Subscription Orders (to the extent accepted) and the Resolutions;

1.1.15. **Issue Price** means the price payable by the Investor for each Bond in accordance with the Final Terms;

1.1.16. **Issue Terms** means this document with any amendments hereto, including the Final Terms;

1.1.17. **Issuer** means AS Pro Kapital Grupp, a public limited company incorporated in the Republic of Estonia, registry code 10278802 and registered address at Sõjakooli tn 11, 11316, Tallinn, Estonia;

1.1.18. **Hotel Operation** means PK Hotel Management Services GmbH, a private limited company incorporated in the Federal Republic of Germany, registry code HRB 4589 (District Court Bad Kreuznach) and registered address at Kurhausstraße 28, 55543 Bad Kreuznach, Germany. The Hotel Operation is wholly owned by the Issuer's wholly owned subsidiary OÜ Pro Kapital Germany Holdings (a private limited company incorporated in the Republic of Estonia, registry code 12162914);

1.1.19. **Maximum Aggregate Nominal Value** means the maximum aggregate Nominal Value of Bonds that may be issued under these Issue Terms;

1.1.20. **Maximum Amount** means the maximum number of Bonds subscribed for by each Investor;

1.1.21. **Nasdaq Tallinn** means Nasdaq Tallinn Aktsiaselts, legal entity code 10359206, with its registered address at Maakri tn 19/1, 10145, Tallinn, Estonia;

1.1.22. **Nominal Value** means the denomination value of each Bond which is 1,000 euros per Bond;

1.1.23. **Outstanding Secured Bonds** mean any bonds issued and not yet redeemed by the Issuer with the ISIN code SE0013801172;

1.1.24. **Outstanding Unsecured Bonds** mean any bonds issued and not yet redeemed by the Issuer with the ISIN code EE3300001676;

1.1.25. **Payment Date(s)** means the date(s) stipulated in the Final Terms on which the Issuer prior to the redemption of the Bonds shall make interest payments to the Investors for the previous calendar quarter in accordance with Sections 4 and 7;

1.1.26. **Programme** means the issue of the Bonds in one or several Tranches in accordance with these Issue Terms;

1.1.27. **Prospectus** means the prospectus No. 4.3-4.9/4718 of the Issuer relating to the public offering of the Bonds which is prepared based on the Prospectus Regulation and in accordance with the Delegated Regulation;

1.1.28. **Prospectus Regulation** means Regulation (EU) No 2017/1129 of the European Parliament and of the Council, as amended from time to time;

1.1.29. **Record Date** means the date which is exactly 2 (two) Business Days before the due date for the relevant payment under the Issue Terms;

1.1.30. **Redemption Date** means the date which is exactly 2 (two) years from the initial Issue Date of Bonds with the same ISIN code and on which the Issuer shall redeem all Bonds with the same ISIN code issued under the Issue Terms;

1.1.31. **Redemption Payment** means a payment equal to the outstanding Nominal Value and the interest payable in accordance with Section 4 to the Investors for the due redemption or Early Redemption of the Bonds;

1.1.32. **Register** means the Estonian Register of Securities which is maintained and operated by Nasdaq CSD SE Eesti filiaal (the Estonian branch of Nasdaq CSD SE incorporated in the Republic of Latvia, registry code of the Estonian branch 14306553 and registered address Maakri tn 19/1, 10145, Tallinn, Republic of Estonia);

1.1.33. **Resolution** means the resolution of the supervisory board of the Issuer to approve the Issue and the Maximum Aggregate Nominal Value and the maximum number of Bonds to be issued in each Tranche, the resolutions of the management board of the Issuer to approve the Issue Documents and decide on the actual total Nominal Value of the Issue, the actual total Nominal Value of each Tranche and the number of Bonds in accordance with Section 3.9, as well as other resolutions by the management board or the supervisory board of the Issuer set out in the Issue Terms or the Final Terms;

1.1.34. **Subscription Date** means a Business Day stipulated in the Final Terms by which time the Subscription Orders must be submitted for the specific Tranche;

1.1.35. **Subscription Order** means an offer by the Investor reproducible in writing or in any other form accepted by the Account Manager for the subscription of the Bonds submitted in accordance with the Issue Terms;

1.1.36. **Subscription Period** means a period of time for submitting the Subscription Orders for each Tranche, commencing and ending on the time stipulated in the Final Terms;

1.1.37. **Tranche** means a portion of the Bonds issued pursuant to the Issue Terms, certain Final Terms and Resolutions applicable to that particular set of the Bonds forming a single issue with the other Bonds.

1.2. The headings in the Issue Terms have been entered for convenience purposes only and shall have no impact on the interpretation of any provision of the Issue Terms.

1.3. Reference in these Issue Terms to any "Section" is a reference to a specific section or subsection of these Issue Terms. Any reference to a particular section includes a reference to the subsections of such section.

2. GENERAL PROVISIONS AND LIMITATIONS

2.1. The Issue Terms prescribe the rights and obligations of the Issuer and the Investors related to the Bonds under the Issue Terms.

2.2. The Issue Terms, the Final Terms and any amendments thereto shall be available to the Investors here: https://www.prokapital.com/bond-issue2026/.

2.3. Each Investor is bound by the Issue Terms without there being any further actions required to be taken or formalities to be complied with.

3. BONDS

3.1. The Issuer shall issue the Bonds in accordance with and subject to the Issue Terms (including the Final Terms) and the Resolutions. This document shall only be applied together with the Final Terms of the respective Tranche. The Final Terms of each Tranche set out specific terms and conditions which, to the extent defined or to the extent inconsistent with this document, replace and amend the terms and conditions herein with respect to the Bonds issued in such Tranche. The relevant Final Terms will be attached to each such Bond.

3.2. The rights and obligations arising from a Bond shall be created upon the issue of a Bond to an Investor. A Bond shall be deemed issued as of settlement, i.e. as of transferring the Bonds to the securities accounts indicated in the Subscription Orders of the Investors to whom the Bonds are allocated. The title to the Bonds shall pass to the Investors when the Bonds are transferred to the said securities accounts.

3.3. The Bonds are issued in dematerialised form and are not numbered. The Bonds shall be registered in the Register in accordance with applicable laws and regulations upon their issuance. No certificate or other evidence of title will be issued to the Investors.

3.4. The Issuer organises the registration of the Bonds in the Register and their deletion from the Register upon their redemption.

3.5. As of their issuance, the Bonds represent direct, unsecured and legally binding debt obligations of the Issuer towards the Investors under the Issue Terms (including the Final Terms). All the claims arising from the Bonds rank *pari passu* with all other unsecured debt obligations of the Issuer. The Bonds are not convertible into the shares of the Issuer. The Investors shall not have the right to receive any equity in the Issuer.

3.6. The claims arising from the Bonds shall fall due in accordance with these Issue Terms. No Investor shall be entitled to exercise any right of set-off (in Estonian: *tasaarvestus*) against moneys owed by the Issuer in respect of the Bonds.

3.7. The Bonds shall be denominated in euros. The Nominal Value of each Bond shall be 1,000 euros. The Issuer may issue the Bonds on several dates and in several Tranches provided that the aggregated Nominal Value of the Bonds issued under these Issue Terms does not exceed the Maximum Aggregate Nominal Value of 10,000,000 euros.

3.8. The Issuer aims to issue Bonds in the amount of at least 6,000,000 euros as part of the first Tranche (the **First Tranche**), however in case of oversubscription the Issuer may issue the Bonds in the aggregate amount of up to 10,000,000 euros already in the First Tranche. The Issuer will not issue the Bonds in case Investors have subscribed for the Bonds in an aggregate amount of less than 6,000,000 euros in the First Tranche.

3.9. The actual total Nominal Value of the Issue, the actual total Nominal Value of each Tranche and the number of Bonds shall be determined by the management board of the Issuer by adopting respective Resolutions after the end of each Subscription Period. The Issuer is entitled, at its sole discretion, to issue less Bonds than the maximum amount prescribed in Section 3.7 or 3.8 (but not less than in the aggregate amount of 6,000,000 euros) or decide prior to the Issue Date not to issue the Bonds.

3.10. The ownership of a Bond shall be certified by an entry in the Register. The Issuer shall consider the Investor who is registered in the Register as the holder of the Bond as its rightful owner, unless specifically prescribed otherwise herein or by applicable law. If the Bond is held on a nominee account, the owner of the Bond is determined in accordance with applicable laws and regulations. In any case, the owner of a nominee account is entitled to exercise the Investor's rights arising from the Issue Terms (including the Final Terms) (*inter alia*, to receive Redemption Payment as well as vote on Investors' Resolutions) and is liable for performance of the obligations arising from the Issue Terms (including the Final Terms). The Issuer shall have the right (but not the obligation) to acquire and receive information about the owners of the Bonds from any third party, who holds the Bonds on behalf of the Investor (*inter alia*, a nominee), unless otherwise prescribed by applicable law. The Issuer shall have the right (but not the obligation) to require any documents (*inter alia*, powers of attorney) to identify and confirm the rightful owner of the Bond.

3.11. The Bonds are freely transferable and encumberable. However, each Investor wishing to transfer the Bonds must ensure that any offer related to such transfer of the Bonds is legal in the relevant jurisdiction, including that the offer shall not qualify as a public offer of securities under applicable law in a jurisdiction where it is illegal or requires any other authorisation. Ensuring that any offer of the Bonds is legal in the relevant jurisdiction, including that it does not fall under the definition of public offer of securities under the applicable law is the obligation and liability of the Investor.

3.12. The Register may temporarily block the Bonds on the securities account to ensure performance of corporate actions regarding the Bonds.

3.13. Subject to applicable law and reaching an agreement with the Investor, the Issuer or any person associated with the Issuer may at any time purchase any or all of the Bonds from one or more of the Investors. The Bonds held by the Issuer or any person associated with the Issuer may, at the sole discretion of the holder, be retained, sold or, if held by the Issuer, cancelled at any time.

4. INTEREST

4.1. The Bonds shall bear an interest at the rate specified in the Final Terms and applied to the outstanding (i.e. unredeemed) Nominal Value of the Bonds of that Tranche from, but excluding, the Issue Date up to and including the Redemption Date or the date of Early Redemption.

4.2. Interest shall be calculated on the basis of a 360-day year comprised of 12 (twelve) months of 30 (thirty) days each and, in case of an incomplete month, the actual number of days elapsed (30/360-days basis).

4.3. Interest is calculated up to and including each Payment Date. The accrued interest is payable quarterly on the Payment Dates. The final interest payment shall be made on the Redemption Date or the date of Early Redemption in full.

5. REDEMPTION

5.1. The Issuer shall redeem the Bonds on the Redemption Date by making the outstanding Redemption Payment to each Investor in accordance with Section 7.

5.2. The Bonds are considered redeemed upon due performance of the Issuer's payment obligations deriving from the Bonds in accordance with the Issue Terms (including the Final Terms), including the Redemption Payments.

5.3. Once the Bonds are duly redeemed, they will be deleted from the Register based solely on the application submitted by the Issuer to the Register. Without prejudice to the foregoing, if any confirmation or action by the Investors is nevertheless required by the Register, the Investors undertake to immediately, but not later than within 3 (three) Business Days as of redemption of the Bonds, facilitate such deletion (*inter alia*, to ensure that the owner of the nominee account shall facilitate such deletion). Each Investor hereby irrevocably authorises the Issuer to sign and submit any documents on behalf of and in the name of the Investor to the Register to facilitate such deletion.

6. EARLY REDEMPTION

6.1. The Issuer may, at its sole discretion, redeem the Bonds fully or partially before the Redemption Date in case 6 (six) months or less remain until the Redemption Date.

6.2. In case of Early Redemption under Section 6.1, the Issuer shall notify the Investors thereof at least 1 (one) month prior to the date of the Early Redemption and shall make the Redemption Payment (or a portion thereof in case of partial Early Redemption) and pay the accrued interest on the date of the Early Redemption to each Investor in accordance with Section 7. In case of partial Early Redemption under Section 6.1, all Bonds shall be partially redeemed *pro rata* and the Nominal Value shall be reduced in the amount of the repaid portion of the Nominal Value of each Bond. The Issuer shall arrange amendment of the Nominal Value of the Bonds in the Register. In case of partial Early Redemption, the Redemption Payment shall be decreased *pro rata* to the extent of the partial Early Redemption. Interest shall accrue as specified in Section 4 on the unredeemed Nominal Value up to and including the Redemption Date. In case the Issuer fails to make the Redemption Payment (or the intended portion thereof in case of partial Early Redemption) and pay the accrued interest on the date of the Early Redemption, the Issuer is deemed to having waived its right to exercise the Early Redemption on that particular occasion and the Investors do not have the right to require the Redemption Payment or payment of accrued interest on the date of the intended Early Redemption, nor any default interest or use any legal remedies in relation to the failure to redeem the Bonds on the date of the intended Early Redemption.

6.3. Only Investors who individually or collectively hold more than 30 (thirty) percent of the outstanding principal amount of the Bonds have the right to demand extraordinary Early Redemption of the Bonds (i.e. before the Redemption Date) held by the respective Investor(s) in case any of the following events (each an "**Extraordinary Early Redemption Event**") has occurred and is continuing:

6.3.1. the Issuer is in delay with the payment of interest for the Bonds for more than 20 (twenty) Business Days;

6.3.2. the Issuer materially breaches any of the representations set forth in Section 8.1 or any of the undertakings in Section 8.2 and has not remedied the breach within 3 (three) calendar months as of becoming aware (or needing to have become) aware of the breach;

6.3.3. the Bonds are not admitted for trading on Baltic Bond List of Nasdaq Tallinn as set forth in Section 8.2.13 or are excluded from trading on Baltic Bond List of Nasdaq Tallinn after the admission of the Bonds for trading on the Baltic Bond List of Nasdaq Tallinn;

6.3.4. a bankruptcy petition (in Estonian: *pankrotiavaldus*) has been submitted in respect of the Issuer and the competent court has appointed an interim trustee (in Estonian: *ajutine haldur*); or

6.3.5. the Issuer has filed for voluntary dissolution or liquidation with the competent state authorities or an order for compulsory dissolution has been taken by the competent court or state authorities.

6.4. The Issuer shall immediately notify the Investors of the occurrence of any Extraordinary Early Redemption Event. In the absence of such notice, the Investors shall be entitled to proceed on the basis that no such Extraordinary Early Redemption Event has occurred or is expected to occur.

6.5. An Investor requesting an extraordinary Early Redemption of the Bonds upon the occurrence of an Extraordinary Early Redemption Event shall submit to the Issuer a respective application (the "**Extraordinary Early Redemption Application**"), indicating at least the following:

6.5.1. the number of Bonds which the Investor or Investors in respect of which the right of extraordinary Early Redemption is to be exercised;

6.5.2. the Extraordinary Early Redemption Event which is the basis for extraordinary Early Redemption of the Bonds; and

6.5.3. payment details for making the Redemption Payment.

6.6. The Investor shall lose the right to demand Early Redemption in case the Investor has not submitted the Extraordinary Early Redemption Application within 2 (two) months from the date when the Issuer notified the Investors of the occurrence of an Extraordinary Early Redemption Event.

6.7. Upon the occurrence of an Extraordinary Early Redemption Event, the Issuer shall make the Redemption Payment only to the Investors who have submitted an Extraordinary Early Redemption Application in accordance with Sections 6.5, 6.6 and 6.8, and provided the preconditions in Section 6.3 are met.

6.8. The Investor may claim early redemption only for the Bonds which the Investor owns as at the date of submission of the Extraordinary Early Redemption Application. If the Investor who has submitted an Extraordinary Early Redemption Application transfers the Bonds subject to extraordinary Early Redemption in full or in part before the date on which the Issuer is obliged to make the Redemption Payment under the Issue Terms, the respective Extraordinary Early Redemption Application shall be deemed as revoked with respect to the transferred Bonds.

6.9. Notwithstanding the above, if a court declares the Issuer bankrupt, all Bonds (including those held by the Investors who have not submitted an Extraordinary Early Redemption Application) shall be considered as immediately being subject to the extraordinary Early Redemption with regard to all such Bonds that have not yet matured, in each case without any additional declaration, notice or demand by or to any persons.

6.10. No remedy against the Issuer, other than as provided in the Section 6.3 above, shall be available to the Investors, whether for the recovery of amounts owing in respect of the Issuer or in respect of any breach by the Issuer of any of its obligations or undertakings with respect to the Bonds. Whereas, upon the extraordinary Early Redemption of the Bonds, the Investors shall not have the right to receive compensation from the Issuer for loss of profit, expenses incurred due to early redemption or similar even if they are unable to reinvest the repaid amounts with the profitability they would have earned if extraordinary Early Redemption had not occurred.

6.11. The Investor shall be liable for damage caused to the Issuer by an extraordinary Early Redemption of the Bonds on untrue grounds, in violation of the Issue Terms or after the term provided in Section 6.6.

7. PAYMENTS

7.1. All payments to the Investors in connection with the Issue shall be made in euros to the current account linked to the securities account opened with the Register on which the Investor's Bonds are held.

7.2. The Issuer shall make all payments under these Issue Terms *pro rata* to the aggregate Nominal Value of the Bonds held by each Investor as of the end of the Record Date as is evident from the Register. Upon listing of the Bonds in accordance with Section 8.2.13 and in case the rules established by Nasdaq Tallinn or applicable law mandatorily prescribe an earlier record date, the list of relevant Investors is determined based on the rules established by Nasdaq Tallinn and applicable law.

7.3. All payments from the Issuer to the Investors shall be deemed to have been made on the date the Issuer instructed its bank to execute the respective payment order. The costs of transferring the funds shall be borne by each Investor. In case the Issuer has appointed the Register to make any payments to the Investors under the Issue Terms, the payments are deemed to have been made on the date the Register instructed to execute the respective payment order and the costs of transferring the funds shall be borne by the Issuer.

7.4. If the Issuer fails to make the Redemption Payment on its due date, default interest shall accrue on the overdue amount at the rate of 0.05 per cent of the overdue amount per each day of delay. No default interest shall accrue where the failure to make the Redemption Payment was solely attributable to the Register or the Investor (*inter alia*, if the current account data in the Register was incorrect).

7.5. The Issuer shall withhold income tax from payments made to the Investors in cases and to the extent required by the laws of the Republic of Estonia. Other than that, the Investors must declare and pay income tax or any other applicable tax themselves in accordance with applicable laws. For the avoidance of doubt, if any withholdings or deductions are made by the Issuer in accordance with this Section, the withholdings or deductions shall be made on the account of the Investor with the Issuer having no obligation to compensate the withheld or deducted tax amounts to the Investor. Should an applicable treaty for the avoidance of double taxation set forth lower withholding rates than those otherwise applicable to the payments made to the Investors under the domestic laws of the Republic of Estonia, the respective Investor shall be requested to provide the documents necessary for application of the respective treaty (including, but not limited to, residence certificate issued or attested by the tax authority of the residence state of the Investor) at least 15 (fifteen) Business Days prior to the payment. Investors who are natural persons and residents of the Republic of Estonia wishing to defer taxation on interest payments on the Bonds by using investment accounts or pension investment accounts to acquire the Bonds, shall inform the Issuer thereof at least 15 (fifteen) Business Days prior to the payment. If due notification is not made or documents not presented to the Issuer, the Issuer shall be entitled to withhold tax at the rates set forth by the domestic laws of the Republic of Estonia.

7.6. Claims against the Issuer in respect of the Bonds will expire (in Estonian: *aeguvad*) unless made within 3 (three) years after the due date for payment.

8. REPRESENTATIONS AND UNDERTAKINGS

8.1. Upon issuing the Bonds, the Issuer represents that at such time:

8.1.1. the Issuer is a legal person, duly incorporated and validly existing under the laws of the Republic of Estonia;

8.1.2. the Group companies are legal persons, duly incorporated and validly existing under the laws of their incorporation;

8.1.3. the Issuer has the power to issue the Bonds, it shall be bound by the Issue Terms and the obligations assumed by it in connection with the issue of the Bonds are legal, valid, binding and enforceable obligations;

8.1.4. the issuance of the Bonds and performing the obligations related thereto do not and will not conflict with:

a) the constitutional documents of the Issuer, or

b) any agreement or instrument binding upon it or any of its assets;

8.1.5. the Issuer is solvent, able to pay its debts as they fall due, there are no liquidation, compulsory execution, reorganisation or bankruptcy proceedings pending or initiated against the Issuer;

8.1.6. the Issuer is not in delay in respect to payment obligations under the Outstanding Secured Bonds and/or Outstanding Unsecured Bonds on the Issue Date.

8.2. Until all Bonds have been duly redeemed, the Issuer undertakes the following:

8.2.1. ensure that the business activities of the Issuer and its subsidiaries generally continue in the same manner as on the Issue Date. For avoidance of doubt, a disposal or discontinuation of the Hotel Operation, in whole or in part shall not be deemed to be a substantial change to the general nature of the business as carried out by the Group on the Issue Date;

8.2.2. ensure that the net proceeds of the First Tranche are used to finance the full early redemption of Outstanding Secured Bonds and any surplus is used in accordance with the Final Terms of the First Tranche;

8.2.3. ensure that the use of net proceeds of any additional Tranches complies with the relevant Final Terms;

8.2.4. ensure the disclosure of the Issuer's financial statements and that the Issuer shall make these publicly available in accordance with applicable laws and, where applicable, the rules of the stock exchange on which the Bonds are admitted to trading;

8.2.5. ensure that the Issuer maintains and ensures that each Group company keeps the assets belonging to the relevant company insured to the extent customary for similar assets and businesses in the relevant geographical markets, and with one or more duly authorised insurers;

8.2.6. to declare or pay dividends on its shares only in case (i) the requirements in Section 8.2.10 are met also after payment of the dividends and related taxes and (ii) there is no Extraordinary Early Redemption Event at the time of the dividend payment;

8.2.7. ensure that the Group companies enter into all transactions with direct and indirect shareholders of the Group companies on market terms or on terms more favourable for the Group companies; for the avoidance of doubt, no Group company is subject to restrictions preventing cash upstreaming to its shareholder(s) within the Group;

8.2.8. ensure that none of the Group companies sell or otherwise dispose of shares in any Group company or any substantial part of its assets or operations to any person not being the Issuer or any of the Group companies, unless the transaction is carried out on market terms; for avoidance of doubt, the Issuer may merge or liquidate its subsidiaries without this constituting a breach of this undertaking;

8.2.9. ensure that the Issuer will not create or allow to subsist, retain, provide, prolong or renew any guarantee or security over any of its assets (present or future) other than any guarantee or security (i) already provided under the Outstanding Secured Bonds as of the Issue Date except as required in the ordinary course of business or (ii) to be provided to secure the obligations of any Group company under construction loans in the ordinary course of business;

8.2.10. ensure that the Equity Ratio of the Issuer (as of each reporting date) remains higher than 35% (thirty-five per cent);

8.2.11. ensure that any obligations of the Issuer towards the shareholders of the Issuer are subordinated to the obligations that the Issuer has to the Investors under the Bonds; for the sake of clarity, dividend payments which are made in accordance with Section 8.2.6 are not subordinated;

8.2.12. ensure that:

a) any payment obligations under Outstanding Secured Bonds and Outstanding Unsecured Bonds are settled when due or within any originally applicable grace period or is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default howsoever described under the Outstanding Secured Bonds and Outstanding Unsecured Bonds;

b) no security interest securing Outstanding Secured Bonds is enforced;

8.2.13. ensure that the Bonds are admitted to trading on the Baltic Bond List of Nasdaq Tallinn within 6 (six) months of the Issue Date and remain listed until the Bonds are fully redeemed.

8.3. Upon submitting the Subscription Order and acquiring the Bonds, or upon acquiring the Bonds by any means, each Investor represents that:

8.3.1. it has the power to subscribe for and purchase the Bonds and it has taken all necessary action to authorize the subscription and purchase of the Bonds;

8.3.2. it is not (i) a U.S. Person (as defined in U.S. Regulation S of the Securities Act) and is not subscribing for and purchasing the Bonds in an offshore transaction pursuant to the Regulation S, nor (ii) a resident of any jurisdiction where the acquisition of the Bonds would be in breach of applicable laws (the Investor acknowledges that the Issuer carries out the public offer of the Bonds only in Estonia, Latvia and Lithuania);

8.3.3. it shall bear all of its costs related to the subscription for the Bonds, acquisition of the Bonds and any other costs related to the Bonds, unless explicitly prescribed otherwise in the Issue Terms;

8.3.4. it is not subject to financial sanctions or any other similar restrictions;

8.3.5. the obligations assumed by it in connection with the subscription for or acquisition of the Bonds are legal, valid, binding and enforceable obligations;

8.3.6. the Issuer has the irrevocable authority to act in the name of and on behalf of the Investor as set forth in Sections 5.3 and 6.2;

8.3.7. the address, other contact details and information of the Investor or its nominee account holder as provided in the Register is correct and up to date at all times, and the Investor waives any claims arising from failure to receive a notice or a document, if such notice or document has been sent to the e-mail address registered in the Register or via the Nasdaq Tallinn's relevant system;

8.3.8. the Investor has understood and consents to the Issue Terms, including without limitation its obligations under Section 3.11. If deemed necessary, the Investor has used independent legal, tax and financial advice to examine the Issue Terms.

9. AMENDMENTS TO THE ISSUE TERMS

9.1. The Investors may approve amendments to the Issue Terms, give waivers of the Issue Terms or approvals by the Investors' Resolutions adopted in written proceedings or proceedings which can be reproduced in writing.

9.2. The Issuer shall send a request to the Investors to adopt an Investors' Resolution to approve an amendment to the Issue Terms or give waivers or approvals foreseen in the Issue Terms. The request must contain a draft of the proposed Investors' Resolution and the deadline for submitting the Investors' votes. The deadline may not be shorter than 15 (fifteen) Business Days as of the date the request is sent out to the Investors.

9.3. The Investors shall execute their votes in the format instructed by the Issuer under Section 9.2 and send them to the Issuer by provided e-mail, registered mail or courier or using technical solutions specified by the Issuer. The Issuer may (but shall not be bound to) require evidence of the authority of any person who has executed the vote on behalf of the Investor. Any vote sent via e-mail or other mediums in response to the request to adopt an Investors' Resolution is deemed to be a declaration of intent of the Investor.

9.4. Each Bond held by the Investor shall give the Investor 1 (one) vote upon voting for an Investors' Resolution. The list of Investors entitled to vote shall include the Investor(s) who owned the Bonds at 9.00 am (current local time in Estonia) on the day the request specified in Section 9.2 is sent to the Investors, or upon listing of the Bonds in accordance with Section 8.2.13 and in case the rules established by Nasdaq Tallinn or applicable law prescribe a different record date, based on the rules established by Nasdaq Tallinn or applicable law. The list of Investors shall be determined based on the Register. The Bonds held by the Group companies shall not provide the Group companies a right to vote for any Investors' Resolution.

9.5. The Investor shall be deemed not to have voted (i.e. the votes are considered invalid) if any of the following occurs:

9.5.1. the vote does not comply with all of the requirements of Section 9.3;

9.5.2. it is not possible to determine the identity of the person who submitted the vote;

9.5.3. the Issuer has not received the vote by the end of the voting deadline prescribed in the request specified in Section 9.2;

9.5.4. the intent of the Investor is not clear from the vote.

9.6. The Investors' Resolution is deemed to have been adopted by the Investors on the last day of the voting deadline if more than 50% (fifty per cent) of all the votes represented by the Bonds (excluding any Bonds held by the Group companies) are in favour of such resolution.

9.7. The Issuer shall notify the Investors of the adopted Investors' Resolution within 5 (five) Business Days as of the deadline for submitting the votes. Any Investors' Resolution is binding on all of the Investors.

9.8. The Issuer is entitled to unilaterally make amendments to the Issue Terms (including the Final Terms) without the Investors' Resolution where the amendments are of a formal, minor or technical nature, or are made to correct a manifest error, provided that such amendments do not materially prejudice the rights of Investors. The Issuer shall notify the Investors of any such amendments immediately.

10. NOTICES

10.1. Notices to Investors will be deemed to be validly given if published through the information system of the stock exchange in which the Bonds are listed (if applicable) or in case of unlisted Bonds if sent to them at their e-mail address as recorded in the Register, and will be deemed to have been validly given on the Business Day following the date of such sending or publishing.

10.2. Notices to the Issuer will be deemed to be validly given after delivery of the notice to the following contacts:

Issuer's contacts:

Address: Sõjakooli tn 11, Kristiine linnaosa, Tallinn, Harju maakond 11316

E-mail: prokapital@prokapital.ee

10.3. Unless the Issue Terms prescribe a specific format and/or communication method, any communication in relation to the Bonds must be in the English language, in the format which can be reproduced in writing (e.g. e-mail) and sent to the contact details of (i) the Issuer as prescribed in Section 10.2, unless the Investors have been informed of other contact details or (ii) the Investors as prescribed in Section 10.1.

10.4. The Issuer may amend its contact details by notifying the Investors thereof as prescribed in Section 10.1.

10.5. A written notice shall be deemed received by the addressee on the 5th (fifth) Business Day as of sending the notice if sent by registered mail or courier to the addressee's address in accordance with these Issue Terms. If a notice is sent by e-mail or any other similar format, such notice shall be deemed received by the addressee on the following Business Day as of sending the notice to the addressee.

11. FINAL PROVISIONS / GOVERNING LAW AND JURISDICTION

11.1. The rights and obligations of the Issuer and the Investors arising from the Issue Terms, the Final Terms, the Subscription Order and the Resolutions shall be governed by and construed in accordance with the laws of the Republic of Estonia.

11.2. The Issue Terms are subject to the Final Terms of each Tranche. In the event of inconsistency between the provisions of the Issue Terms and the Final Terms, the Final Terms shall prevail. In case of discrepancies between the Issue Documents, the Final Terms prevail, secondly this document (the Issue Terms without the Final Terms), thirdly the Prospectus, fourth the Subscription Orders and lastly the Resolutions.

11.3. Any dispute, controversy or claim arising out of or related to the Bonds, the issue of the Bonds, the Issue Terms, the Final Terms or in connection thereto, or the existence, breach, termination or validity thereof, shall be settled by negotiations. If such dispute is not resolved with negotiations, such dispute shall be settled at Harju District Court (in Estonian: *Harju Maakohus*) in Estonia.

11.4. If, at any time, any provision of the Issue Terms or the Final Terms is declared by a competent authority to be illegal, invalid or unenforceable, it shall not influence the legality, validity or enforceability of the remaining provisions. Such illegal, invalid or unenforceable provision shall be replaced by a legal, valid and/or enforceable provision in accordance with Section 9.

Signed on behalf of AS Pro Kapital Grupp

/signed digitally/	*/signed digitally/*
Edoardo Axel Preatoni	Neringa Rasimavičienė
Management board member	Management board member