

**MINI-BOND ISSUANCE CONTRACT # \_\_\_\_\_**  
**(TEMPLATE)**

Issuer:

Ohmyfin Limited

Company Number: 15431563

Registered Under: Laws of the United Kingdom

Registered Address: 275 New North Road, Islington Suite 1422, London, England, N1 7AA

Director: Andrei Avramenko

Contract Date: \_\_\_\_\_

**Article 1: Definitions**

1.1 "Investor" refers to the holder of the Mini-Bond issued under this contract.

1.2 "Issuer" refers to Ohmyfin Limited.

1.3 "Principal Amount" means the initial amount invested by the Investor.

1.4 "Interest Rate" means the rate of 5.5% per annum, payable quarterly.

1.5 "Date of Issuance" is the date when Principal Amount paid in full.

1.6 "Maturity Date" refers to 3 years from the Date of Issuance of the Mini-Bond.

1.7 "Collateral" refers to all assets of Ohmyfin Limited, including intellectual properties of ohmyswift.ru, trackmyswift.com, sowsof.com.

1.8 "Investment Portal" refers to website: <https://ohmyswift.ru/invest>.

**Article 2: Bond Terms**

2.1 The Mini-Bond shall mature on the Maturity Date, unless redeemed early.

2.2 Interest shall be paid quarterly from the date of issuance until principal is paid or redeemed.

2.3 This Mini-Bond is non-transferable, except payments may be arranged to close family members as defined by the Issuer's policies.

**Article 3: Early Redemption**

3.1 The Investor may elect to redeem the Mini-Bond, in whole, along with the accrued interest up to the date of redemption, at any time after 6 months from issuance but prior to the Maturity Date.

**Article 4: Investment and Payments**

4.1 The size of the investment and associated quarterly payments are specified in the appendixes of this contract.

4.2 Interest and principal payment currency shall be as chosen by the Investor, and may be changed any time during the term of the bond.

4.3 Exchange rates for payments will be determined as follows:

- For Europe: The Forex rate on the payment date. (xe.com or any other reputable source, at 10.00 CET on the date of payment).

- For Russia: The MICEX exchange rate. (USDRUB\_TOD at 10.00 Moscow time on the date of payment).

- In cases where the MICEX rate is unavailable, another best market rate will be used and in disputes, the exchange rate used shall be from the Central Bank of Russia.

**Article 5: Use of Funds**

5.1 The Issuer agrees to use the funds raised through the Mini-Bond solely for the purpose of growing the core business of Ohmyfin Limited and not for reinvestment in any other capital markets or businesses out of control of the Issuer.

5.2 The Issuer fully follows FCA regulations in the area of mini-bonds, in particular the Issuer doesn't use funds for speculative purposes.

#### **Article 6: Compliance and Verification**

6.1 The Issuer shall obtain and verify the passport data and source of funds from the Investor before signing this agreement to ensure the safety and compliance of all parties.

6.2 The Investor guarantees to the Issuer that he invests only his own funds and doesn't perform a role of proxy for other individuals or legal entities.

6.3. The Investor guarantees that he is not under sanctions of US, EU, UK to the best of his knowledge. He also guarantees that the source of funds is not linked to any of the sanctioned parties.

6.4 All payments to/from the Investor must be done only via personal account of the Investor or his/her close family members.

#### **Article 7: Default and Remedies**

7.1 In the event of a default, defined as the failure to pay interest or principal within 30 days of the due date, the Investor may claim against the Collateral, following legal proceedings.

7.2 In this case the Investor has a legal right to request all the necessary company documentation to ensure that default is a result of entrepreneurship risk (and/or change of market conditions), but not the result of a wrongdoing from the Issuer.

7.3 In case of a wrongdoing by the Issuer his Directors and Beneficiaries are responsible with the personal assets.

#### **Article 8: Amendments and Termination**

8.1 Any amendments to this contract must be made in writing and signed by both parties.

8.2 This Agreement may be terminated by mutual consent prior to the Maturity Date without penalty if conditions prejudicial to both parties arise.

#### **Article 9: Governing Law**

9.1 This contract shall be governed by and construed in accordance with the laws of the United Kingdom.

9.2 The contract is signed in two languages where English version is prevailing in case of discrepancies.

#### **Article 10: Data Exchange, Payments and Taxes**

10.1 All information related to contract(s), appendixes, payments schedule, received and sent payments is being stored at the Investment Portal, where login is an email of the Investor.

10.2 Parties agreed that the information submitted via Investment Portal is considered signed electronically.

10.3 Any incoming and outgoing payments together with their statuses are being published at the Investment Portal.

10.4 The Issuer doesn't accept any claims for the missed payments after 10 business days since the date of payment.

10.5 The Issuer doesn't withhold any taxes. It's a sole responsibility of the Investor to follow tax regulations of the countries where he/she is considered a tax resident. The Issuer doesn't provide any advises and therefor doesn't accept any responsibility in the area of taxes.

10.6 Payments in relation to the Contract can be executed to/from the beneficiaries, directors or other designated by the Issuer entities in case it's impossible to execute payment directly from the bank accounts of the Issuer.

**\*\*IN WITNESS WHEREOF\*\***, the parties hereto have executed this Mini-Bond Issuance Contract as of the day and year first above written.

**\*\*[Signature of Authorized Representative of Ohmyfin Limited]\*\***

**\*\*[Signature of Investor]\*\***

**\*\*[Date]\*\***