



BENEDIXUS

BENEDIXUS OÜ

Private limited company | Registry code N 14733195

Estonia, Harju maakond, Tallinn, Lasnamäe linnaosa, Peterburi tee 53-008, 11415

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OFFERING MEMORANDUM and TERMS & CONDITIONS N2 EUR 10 00 000.00 FOR NON-PUBLIC BOND ISSUE OFFER

Type of securities	Debit note
ISIN Code	CH1281264551
Valor code	128126455
Number of securities	10 000
Nominal value	1000.00 EUR
Total nominal value of the issue	10 000 000.00 EUR
Interest rate	7.7%
Deadline	01-07-2028

BENEDIXUS

2023

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BENEDIXUS

1. DEFINITIONS AND ABBREVIATIONS USED

Banking day means a day on which credit institutions in the Republic of Estonia usually have a working day.

Debt Security means an issuable debt security which gives rise to a unsecured and unsubordinated debt obligation of the Issuer and which is redeemable in accordance with the Offering memorandum and Terms and Conditions of the Issue. The Note will be registered with the CSD and held in the securities account of the Investor.

The euro and the **EUR** shall mean the single currency of the participating Member States in accordance with European Community law in relation to the Economic and Monetary Union.

Material Default means, in the Issuer's understanding, that it (a) has been declared insolvent and an administrator has been appointed; (b) is unable to make payments in accordance with the Terms and Conditions of the Issue and such payment is at least 5 (five) Banking Days overdue, (c) files a petition for its liquidation.

Interest means interest calculated in accordance with Clause 5.4 of the Notes.

Interest Calculation Date means 10 Business Day prior to the Interest Payment Date. On the Interest Calculation Date, the Issuer shall, determine the list of Bondholders who may receive an Interest Payment or an Exercise Payment.

The interest Payment Date for the Notes shall be the relevant Redemption Date.

Interest Period means the period from (and including) the Issue Date to (but excluding) the Interest Payment Date (or such shorter period as may be appropriate).

Interest rate means 7.7% percent, per annum].

Investor means the person registered as the owner of a Bond. The units will be at SIX and delivered to the subscribers bank/brokerage account.

Issue means an aggregate whole of Bonds with similar rights issued and redeemable under similar terms and conditions in accordance with the procedures set out in the Terms and Conditions of Issue and with an identical ISIN.

ISIN Code means the unique international securities identification number assigned to the Security by the CSD.

Issue Date means the date on which the Bonds are credited to the Investor's securities or nominee account and is 19-Jul-2023 .

Issuer means BENEDIXUS OU , ID 14733195, Harju maakond, Tallinn, Lasnamäe linnaosa, Peterburi tee 53-008, 11415, Estonia, +3726028445, www.benedixus.com .

Terms and Conditions of the Issue means the terms and conditions of the Bond Issue and any other documents deemed to form part of the Terms and Conditions of the Issue.

Maturity Date means 10-Jul-2028 on which the Issuer will redeem all Bonds issued pursuant to this Offering Memorandum.

Nominal Value means the face value of an individual Bond, which is 1000 EUR.

Payment agent - main Paying Agent: European Depository Bank SA and Sub-Paying Agent: Bond Capital House GmbH

Potential Investor means any individual or legal person who, in accordance with the terms of the Prospectus or the Offer Document, has expressed an interest in purchasing the Bonds or any other person who is not an Investor in accordance with those terms.

Offer to Purchase means an irrevocable written statement made by the Investor to the Issuer in accordance with the Terms and Conditions of the Issue.

Relevant Market means any regulated market in EEA or in jurisdiction with equal regulatory requirements.

Subscription Period means the 19-Jul-2023 till 01-Jul-2028.

2. PERSONS RESPONSIBLE

**The issuer, represented by its management board member:
Oleksandr Tseitelman**

is responsible for the truthfulness and completeness of all information provided in this Offering Memorandum. The undersigned confirm that they have taken all reasonable steps to ensure that the information contained in this Offering Memorandum is, to the best of their knowledge, in accordance with the facts and contains no omissions likely to affect its import.

3. SUMMARY¹

Section A - Introduction and warnings		
Relevant element of summary and/or disclosure requirement		Information from
A.1	Warning to Investors and Potential Investors	<ul style="list-style-type: none"> - This summary should be read as an introduction to the Prospectus; - any decision to invest in the Bonds should be made by the Investor on the basis of consideration of the Prospectus as a whole; - if a legal action is brought on the basis of information contained in the Prospectus, the plaintiff Investor may be required under the national law of a Member State to bear the costs of translating the Prospectus before any such legal proceedings are brought; - civil liability applies only to persons who have provided the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent with the other parts of the Prospectus or if it does not give, when read in conjunction with the other parts of the Prospectus, key information to assist Investors in deciding whether to invest in the Notes.
Paragraph B - Issuer and any guarantor		
B.1	Legal and business name of the issuer	BENEDIXUS OÜ
B.2	Domicile and legal form of the Issuer, the legislation under which the Issuer operates and the country of incorporation.	<p>Harju maakond, Tallinn, Lasnamäe linnaosa, Peterburi tee 53-008, 11415, Estonia</p> <p>Private limited company, legal status - legal person</p> <p>The issuer is registered in Centre of Registers and Information Systems / Estonia with registration number 14733195. ,</p> <p>VAT/KMKR ID - EE102164174.</p> <p>License of operating as financial institution N FFA000350 issued 30/09/2019 by Financial intelligence unit of Estonia, with following activity:</p> <ul style="list-style-type: none"> Management company Provision of advice to clients Borrowing and lending operations Leasing transactions Money broking

¹ Not required if the prospectus is based on Regulation No. 4 of the Minister of Finance of 9 January 2006 "Requirements for public offer, trading and listing prospectuses for securities.

		<p>Guarantees and commitments</p> <p>The main legislation under which the Issuer operates:</p> <ul style="list-style-type: none"> - Commercial Code of Estonia; - General Part of the Economic Activities Code of Estonia; - Law of Obligations Act - Money Laundering and Terrorist Financing Prevention Act
B.4b	The most significant recent trends affecting the Issuer and the sectors in which it operates are.	No such events or trends affecting the Issuer and the sectors in which it operates have occurred.
B.5	Issuer's holding in the group	<p>Issue holds participation in following subsidiaries :</p> <ol style="list-style-type: none"> 1) BENEDIXUS ADVISORS OU – 16622206 – Estonia – advisory services -100%; 2) BENEDIXUS FINTECH OU – 16627534- Estonia – holding activities -100% 3) General partner/Management company of Limited partnership fund BENEDIXUS PRIVATE I – 16595449- Estonia – Investment fund;
B.9	Profit forecast or estimate	No profit forecast or estimate has been made.
B.10	Notes to the previous financial information audit report	the audit report contains no qualifications.
B.12	Selected key financial information and changes since the date of the last published audited financial statements	Attached
B.13	Events concerning the Issuer that are material to the assessment of the Issuer's solvency.	There is no information about any recent events concerning the Issuer that is materially relevant to an assessment of the Issuer's solvency.
B.14	Declaration of independence from other group entities	Not applicable because the Issuer is not part of a group.
B.15	Principal activity of the issuer	<p>Other financial service activities, except insurance and pension funding n.e.c. EMTAK code 64991 (EMTAK 2008) NACE code 64.99</p> <ul style="list-style-type: none"> • Management company • Provision of advice to clients • Borrowing and lending operations • Leasing transactions • Money broking • Guarantees and commitments
B.16	Control over the Issuer	100 % of the Issuer is directly owned by OLEKSANDR TSEITELMAN, ID 39206040052. DoB/PoB: 04.06.1992/Ukraine

Paragraph C - Securities		
C.1	Type and class of securities, ISIN	<p>Bonds are debt securities with a coupon representing the unsecured debt obligations of the Issuer.</p> <p>Notes has been issued in Electronic form</p> <p>The Notes are registered with the ISIN code: ISIN Code: CH1281264551, Valor: 128126455</p>
C.2	Currency of bonds	EUR
C.5	Restrictions on the free transfer of bonds	The bonds are freely transferable and encumberable.
C.8 C.9	Description of the rights attaching to the bonds and the restrictions on those rights	<p>The interest rate is 7.7 per cent. per annum].</p> <p>The Interest Payment Date shall be same as redemption date .</p> <p>The Maturity Date of the Bonds is 10-JUL-2028, at which time the Issuer will redeem all Bonds.</p> <p>The Bonds are redeemed, i.e. the redemption amount is paid to the Investors on the Maturity Date, i.e. 10-JUL-2028</p> <p>The Issuer shall pay to the Investor, as a Redemption Consideration, the aggregate Redemption Price of the Bonds held by the Investor. The Redemption Price of a Bond shall be the Nominal Value of the Bond plus unpaid Interest calculated to the same date.</p> <p>The Bond Redemption Payments will be paid to the Investors who, according to the information provided by the CSD, are holders of the Bonds on 01-JUL-2028.</p> <p>The redemption payments shall be paid by the Issuer itself in accordance with the regulations.</p> <p>At any time after the occurrence of a Material Breach, the Investor shall have the right to give notice to the Issuer of the immediate redemption of its Notes, in which case the Issuer shall be obliged to redeem the relevant Notes by paying the principal amount of the Notes and the unpaid interest calculated thereon.</p> <p>The Issuer may redeem in full all but not part of the Existing Bonds at any time prior to the Maturity Date at 100% of the principal amount plus accrued but unpaid Interest per Bond, such redemption shall be effected by the Issuer giving not less than fifteen (15) Banking Days' prior notice. Upon the expiration of such notice and the satisfaction of the Conditions Precedent (if any), the Issuer shall be obligated to redeem the Bonds in full in the applicable amounts].</p> <p>Issuer has the right</p>
C.11	Admission to trading on a regulated market or any other instrument	No application for admission to trading on a regulated market or other equivalent markets has been made in respect of the bonds.
C.12	Minimum nominal value of the issue	The nominal value of each Bond is EUR,1000, the aggregate principal amount of the Bonds is EUR 10 000 000. The total number of Bonds is 10 000.
Paragraph D - Risks		
D.1	Main risks associated with	The main risk factors affecting the issuer's financial

	the issuer	<p>performance are: credit risk, liquidity risk:</p> <p>(a) Credit risk is the potential loss that may occur in the event of the Issuer's improper performance or non-performance of its contractual obligations as a result of the failure of the Issuer's business or other factors;</p> <p>(b) Liquidity risk is defined as the risk of loss or of significantly higher than expected costs due to the Issuer's inability to meet its payment obligations in a timely manner;</p> <p>(c) Competitive risk refers to the possibility that a rival firm will gain an advantage over other firms in the same industry by offering better products, services, or terms to customers. One trend that could impact competitive risk for Estonian business lending institutions is the increasing presence of alternative lending sources, such as non-bank financial institutions and fintech companies . These alternative lenders might offer more competitive interest rates, faster loan processing, or more flexible lending criteria, which could potentially attract borrowers away from traditional banks</p>
D.2	Main risks related to bonds	<p>The risks inherent in the securities linked to the Bonds issued are: market risk (liquidity risk), credit risk, interest rate risk, regulatory risk:</p> <p>(a) Market risk - there is no guarantee of sufficient liquidity in the secondary market for the Notes and the Investor may incur losses as a result of not being able to sell the Notes in the secondary market or having to sell them at an unfavourable price;</p> <p>(b) Credit risk - the possibility that future bond issuers with a similar profile will offer higher yields to attract investors and, as a result, the Bonds should have offered higher yields;</p> <p>(c) Interest rate risk - apart from the Issuer's activities, the price of the Bonds may be affected by developments in the financial markets and if interest rates rise the value of the existing Bonds may fall and vice versa;</p> <p>(d) Legislative risk - the risk of potential losses due to changes in laws, regulations and other legislation or the implementation of new legislation that may lead to additional costs or reduce the return on investment; this risk also covers potential changes in applicable tax assessment and withholding procedures;</p>
Paragraph E - Offer		
E.2b	Reasons for the offer and use of the proceeds (if different from generating funding and/or hedging certain risks).	The purpose of the bond issue is increase of working capital for business lending.
E.3	Offer conditions	Overview of the general conditions of the offer.
E.4	Interests relevant to the issue, including conflicts of interest	No information on interests relevant to the issue, including conflicts of interest
E.6	Anticipated costs that the Issuer will require the	The Investor shall bear all costs related to the purchase and holding of the Notes in accordance with the price list of the

	Investor to pay	credit institution or investment management service provider used for the settlement and holding of the Notes. The Issuer is under no obligation to reimburse the costs incurred by the Investor. Additional costs may arise due to the tax obligations of the country in which the Investor is domiciled. The Issuer will withhold payment of Interest in accordance with the terms of the Prospectus.
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4. RISKS

4.1. General overview

4.1.1 The risk factors that may affect the value of the Bonds are related to either the securities issued (paragraph 4.2.), the Issuer (paragraph 4.3.), or other circumstances (paragraph 4.4.). In addition to the risk factors set out in this section of the Offering memorandum, other risks affecting the performance of the Notes may exist and should be taken into account by the potential Investor before making an investment decision.

4.1.2 The Investor should note that the redemption of the Notes and the Interest Payments are not guaranteed or secured by third parties.

4.2. Security-based risks

4.2.1. The securities-specific risks associated with the Bonds issued may be described as follows:

(a) **Market risk** (also known as liquidity risk) should be assessed by the Investor in the light of the fact that there is no guarantee of sufficient liquidity in the secondary market for the Bonds and the Investor may incur a loss as a result of not being able to sell the Bonds in the secondary market or having to sell them at an unfavourable price;

(b) **As credit risk**, the Investor should assess the specific credit risks associated with the Issuer as well as the overall credit risk of the Bonds. The overall credit risk should take into account the possibility that future bond issuers with a similar profile will offer a higher yield to attract investors and, as a result, the yield on the Bonds should have been higher;

(c) An investor should assess the **interest rate** risk by taking into account that, apart from the activities of the Issuer, the price of the Bonds may be affected by developments in the financial markets and that, if interest rates rise, the value of the existing Bonds may fall and vice versa;

(d) **Legislative risk** is the risk of potential losses due to changes in laws, regulations and other legislation, or the implementation of new legislation, which may lead to additional costs or reduce the return on investment; this risk also covers potential changes in the procedures for the assessment and withholding of taxes.

4.3. Risks associated with the issuer

4.3.1 The risks described below may have an adverse effect on the Issuer and, in extreme cases, may result in the Issuer becoming insolvent and defaulting on its obligations under the Notes. The main risk factors affecting the Issuer's financial performance are:

(a) **Credit risk** is the potential loss that may arise in the event of improper performance or non-performance of contractual obligations by the Issuer as a result of the failure of the Issuer's business or other factors. Specific credit risk should be taken to include events that adversely affect the creditworthiness of the Issuer;

(b) **Liquidity risk** is defined as the risk of loss or of significantly higher than expected costs due to the Issuer's inability to meet its payment obligations on time;

(c) **Competitive risk** refers to the possibility that a rival firm will gain an advantage over other firms in the same industry by offering better products, services, or terms to customers. One trend that could impact competitive risk for Estonian business lending institutions is the increasing presence of alternative lending sources, such as non-bank financial institutions and fintech companies. These alternative lenders might offer more competitive interest rates, faster loan processing, or more flexible lending criteria, which could potentially attract borrowers away from traditional banks

(d) **Dependency on key employees** Issuer acknowledges that the success of the organization is reliant on the expertise, knowledge, and performance of its management and key employees. These individuals possess

valuable industry experience, strategic insights, and strong leadership capabilities, which contribute significantly to the company's growth and competitiveness in the market.

(e) Concentration of Ownership/Change of Control Risk

Issuer controlled by Oleksandr Tseitelman, Estonian resident, that has adequate background for management of financial company.

(f) Reputational risk

Reputational risk is a concern for the Issuer, as a change in its reputation could negatively affect its business. A damaged reputation may lead to a loss of trust among customers, investors, and partners, ultimately impacting the company's financial performance and growth prospects. The Issuer actively manages reputational risk by maintaining high standards of corporate governance, ethical conduct, and transparency in all its business dealings, ensuring that it continues to uphold a strong and positive reputation in the market.

(g) Operational risk arises from the possibility of incurring losses due to inadequate or unsuccessful internal processes, personnel actions, systems or external circumstances.]].

4.4. Other risks

4.4.1. Other potential risks:

(a) Country risk or political risk - the risk that a major (political) change will take place or events will occur in the country or region in which the Issuer operates, with the result that there is a risk that the Issuer may lose all or part of its investments in that country or region or that investments made in that country or region will lose all or part of their value. Extreme changes in the economic and legal environment (e.g. nationalisation of certain assets), social or internal political crises (e.g. riots), etc. should be considered as a national or political risk;

(b) External attack risk - the risk of loss resulting from the illegal behaviour of clients, counterparties or other persons acting for personal gain (attack, fraud);

(c) Counterparty risk - the risk that the Investor will incur a loss due to the counterparty's failure to meet its obligations arising from the trading of certain securities;

5. APPLICATIONS

5.1. Interests of natural and legal persons involved in the issue

5.1.1. No information on any material interests, including conflict of interest, relevant to the issue.

5.2. Purpose of the bond issue and use of funds

5.2.1. The purpose of the bond issue is for increasing of working capital for business lending.

5.2.2 The net proceeds of the bond issue will be used for granting loans for business customers.

5.2.3. The total estimated cost of the issue is EUR 10 000 000.

5.3. Key information

5.3.1 The Security is a debt security with a coupon representing an unsecured financial obligation of the Issuer, which will be created, issued and redeemed in accordance with this Offering memorandum and the Terms and Conditions of the Issue.

5.3.2 The Bonds have a nominal value in Euro (EUR) and the terms and conditions of the Bonds are set out in the Terms and Conditions of the Issue.

5.3.3. The nominal value of the Bond is EUR 1000, the total nominal value of the Issue is EUR 10 000 000 EUR. The total number of bonds is 10 000.

5.3.4. The Notes will be represented by global bearer notes (each a 'Global Note', and together "Global Notes"). The Notes will be deposited, on or prior to the relevant Issue Date, with a common depository on behalf of SIX SIS AG (SIX SIS) and/or any other clearing system.

5.3.5. The Bonds are registered with ISIN Code: CH1281264551

5.3.6 The bond issue shall be made in accordance with and in full compliance with the Securities Market Act, the Commercial Code, the Law of Obligations Act, the Law of Property Act and Article 2(d) of Regulation (EU) 2017/1129. Apply exemption from prospectus publishing as minimal purchase volume is 100 000 EUR and targeted only to qualified investors.

5.3.7. Disputes relating to the Bonds shall be settled by the courts of the Republic of Estonia in accordance with the applicable legislation.

5.3.8 If the Investor's obligations under this Offering memorandum or the Terms and Conditions of the Issue are breached, the Investor may exercise all rights under the relevant law and the terms and conditions of the Bonds.

5.4. Interest rate

5.4.1 Each Note bears Interest at the Interest Rate from (and including) the Issue Date up to (but excluding) the relevant Redemption Date.

5.4.2. Interest accrues during the Interest Period. Payment of interest in respect of the Bonds will be made to the Investors on each Interest Payment Date for the preceding Interest Period.

5.4.3. The interest (yield) is calculated on the basis of the days actually elapsed (30/360 days) in the case of a 360-day year consisting of twelve 30-day months, and in the case of an incomplete month, on the basis of the days actually elapsed (30/360 days).]

5.4.4 If the Issuer fails to pay any amount due by it when due, interest shall be payable on the unpaid amount from (and including) the due date up to (but excluding) the date of actual payment at a rate 0.1% percentage points higher than the Interest Rate. Interest on arrears shall not be capitalised. No interest shall be payable if the performance of the obligation was due to the action of the servicing financial institution.

5.4.5 If the Issuer fails to pay the Interest by the Payment Date, the Investor shall be entitled to submit a claim for such Interest to the Issuer not earlier than five Business Days after the relevant Payment Date.

5.4.6 Interest shall be payable by the Issuer itself.

5.4.7. The interest rate is fixed, therefore no calculation agent is used.

5.5. Redemption

5.5.1. The Bonds shall be redeemed, i.e. the redemption amount shall be paid to the Investors in a single instalment on the Maturity Date, i.e. 10.07.2028. If the Maturity Date is a Holiday Date, the Issuer shall make the Redemption Payments on the first Business Day following the Holiday Date in accordance with the terms and conditions set forth in this Section. If the nearest Business Day after the Holiday falls in the following month, Buy-Out Payments shall be made on the Business Day preceding the Holiday.

5.5.2 The Issuer shall pay to the Investor as a Redemption Price the total Redemption Price of the Bonds owned by the Issuer. The Redemption Price of the Notes shall be the Nominal Value of the Notes plus the calculated

unpaid Interest.

5.5.3 (deleted)

5.5.4. Buy-out payments shall be paid by the via paying agent.

5.5.5 At any time after the occurrence of a Material Event of Default, the Investor shall be entitled to give notice to the Issuer of the immediate redemption of its Notes, in which case the Issuer shall be obliged to redeem the relevant Notes by paying the principal amount of the Notes and the calculated unpaid Interest.

5.5.6. The Issuer may redeem in full all but not part of the Existing Bonds at any time prior to the Maturity Date by paying 100% of the principal amount plus accrued but unpaid Interest per Bond..

5.5.7. Redemption in accordance with Clause 5.5.6 shall be effected by the Issuer giving at least fifteen (15) Banking Days' prior notice. Any such notice shall not be revocable. Upon the expiry of such notice and the satisfaction of the Conditions Precedent (if any), the Issuer shall be obliged to redeem the Bonds in full in the applicable amounts.

5.5.8. The Investor shall have the right to request the early redemption of the Nominal Value. Issuer has right to refuse in early redemption.

5.6. Rights under the bonds

5.6.1 The Bonds issued are freely transferable and encumberable. The Bonds are not convertible into share capital of the Issuer.

5.6.2 The Investor shall have the rights to receive Interest Payments and Buy-Out Payments in accordance with this Offering memorandum as well as other corresponding rights in accordance with applicable law and this Offering memorandum.

5.6.3 The Issuer shall disclose all information relating to the Notes in accordance with applicable law.

5.6.4 The framework of the Bond Issue as described in this Offering memorandum does not provide for the right of the Investors to establish and/or authorise an organisation/individual to represent all or part of the interests of the Investors but, on the other hand, the exercise of such right is not limited.

5.6.6. The Bonds are equivalent to other unsecured obligations of the Issuer.

5.7. Taxation of income from bonds and notes

5.7.1. For taxation purposes, an individual is considered to be a resident of the Republic of Estonia if:

(a) he or she resides permanently in the Republic of Estonia; or

(b) stays in the Republic of Estonia for more than 183 days in any 12-month period; or

(c) he or she is a citizen of the Republic of Estonia employed abroad by the Government of the Republic of Estonia as a member of the Diplomatic Corps.

5.7.2 If the individual does not meet the conditions set out in 5.7.1, he/she will not be considered a resident

of the Republic of Estonia for tax purposes.

5.7.3. A legal person shall be deemed to be resident in the Republic of Estonia for tax purposes if it is or should have been established and registered in the Republic of Estonia in accordance with the provisions of the legislation of the Republic of Estonia.

5.7.4. Other legal entities are considered non-residents of the Republic of Estonia for tax purposes.

5.7.5 If a tax treaty is concluded with the country of residence of the non-resident, the requirements of the exemptions specified in the treaty will be complied with.

5.7.6. Amount of the charge

	Interest Income tax rate	Rate of tax on income from the transfer of debt securities	Withholding tax
Residents:			
Individuals	20%	20/0 % ²	Taxes on interest income are withheld by the payer of the income.
Legal persons	0%	0%	-
Non-residents:			
Individuals	10%/5% ³	⁴	Taxes on interest income are withheld by the payer of the income.
Legal persons	0%/0%		Interest payer - taxes are deducted at the moment of interest payment

5.7.7 The Issuer shall be responsible for the withholding and payment of taxes in accordance with the procedure and in accordance with the amounts specified in the legislation of the Republic of Estonia.

5.7.8. **Notice.** The information provided in this Offering memorandum does not constitute legal or tax advice; tax rates and payment terms are subject to change between the date of approval of this Offering memorandum and the Maturity Date. ⁵

6. TERMS AND CONDITIONS OF THE OFFER

6.1. Primary layout

6.1.1 The Bonds are offered for subscription in a minimum amount of 100 000 EUR via private placement. The subscription period shall start on 10.JUL.2023 and end on 01.JUL.2028. The bonds are offered only within the EU.

6.1.2. The minimum amount of the purchase offer is EUR 100 000.

² Income tax does not apply to the profits of a legal person.

³ The 5% income tax rate applies only in cases where the establishment of the reduced tax rate is determined by a tax treaty between Estonia and the respective country and the beneficiary of the payment order submits to the Issuer a certificate of residence - a tax exemption application, before the Interest is paid.

⁴ A non-resident may be liable to pay income tax in his/her country of residence.

⁵ Not required if the prospectus is based on Regulation No. 4 of the Minister of Finance of 9 January 2006 "Requirements for public offer, trading and listing prospectuses for securities" (in the Guide: Simplified Prospectus).

6.1.3. In order to submit a Tender Offer, the Investor must send digitally signed or scan of paper signed Tender offer to e-mail info@benedixus.com.

6.1.4. Tender Offers for the Bonds shall be submitted in the format established by the Issuer.

6.1.5 The Offer to Purchase shall be made in writing and the Investor shall submit the original to the Issuer. The Offer to Purchase shall contain the following information:

- (a) The name, identity or registration code and contact details of the investor (contact person's name, address, email, telephone and fax numbers);
- (b) The investor's securities and current account numbers;
- (c) The date of the offer to buy;
- (d) the amount of Bonds indicated;
- (e) The amount of the Tender Offer, i.e. the aggregate Nominal Value of the Bonds to be subscribed by the Investor;
- (f) Signature of the investor or its representative.

6.1.6. Investors have the right to submit several Tender Offers during the Subscription Period. All the Investor's Tender Offers will be aggregated and counted as one single Offer.

6.1.7 By submitting a Tender Offer, the Investor, and the acquiring Investor (in the event that the Notes are subsequently disposed of) by acquiring the Notes, represents and warrants that:

- (a) the Investor's contact details and address are correct, the Investor waives any claim arising from the non-receipt of any notice or document if such notice or document is sent to the address specified in the Investor's Offer to Purchase;
- (b) The Investor has understood and agrees with the Offering memorandum;
- (c) The Investor has assessed and understood the risks associated with the acquisition of the Notes;

6.1.8. Tenders shall be submitted during the Subscription Period.

6.1.9 A Tender Offer shall be deemed to be valid if it is submitted in due time and is made in accordance with the Offering memorandum.

6.1.10. the Issuer shall provide each Investor with a confirmation of acceptance or rejection of the Tender Offer submitted by the Investor.

6.1.11. The Confirmation shall be prepared electronically and Issuer shall forward the Confirmation to the e-mail address provided by the Investor in the Tender Offer.

6.1.12. In the event of a partial or full acceptance of the Tender Offer, the Issuer shall provide at least the following information in the Confirmation:

- (a) The amount of Bonds allocated to the Investor;
- (b) The issue price of the Bonds allocated to the Investor.

6.1.13. In the event of the rejection of the Investor's Tender Offer, The Issuer shall state the reasons for the rejection in the Confirmation.

6.2. Issue price

6.2.1 The issue price of each Bond is its Nominal Value.

6.3. Payment of the Issue Price and Delivery of the Bonds

6.3.1 The transactions shall be done by way of DVP (Delivery vs Payment) ensuring a minimal counterparty risk.

6.3.2 Information on the results of the initial allocation will be published on Issuer's website: www.benedixus.com without delay from the date of completion of the final calculations.

7. EMITENT

www.benedixus.com

7.1. General Information on the Issuer

Company name:	BENEDIXUS OU
Place of registration:	Estonia
Date of registration:	29.05.2019
Registration number:	14733195
Work address:	Harju maakond, Tallinn, Lasnamäe linnaosa, Peterburi tee 53-008, 11415, Estonia
Contact details:	+372 60 28445 / info@benedixus.com
Email for investors	info@benedixus.com
Legal address:	Harju maakond, Tallinn, Lasnamäe linnaosa, Peterburi tee 53-008, 11415, Estonia
Legal form:	Private limited company
Applicable legislation:	-Commercial Code of Estonia; -General Part of the Economic Activities Code of Estonia; -Law of Obligations Act -Money Laundering and Terrorist Financing Prevention Act
Bank details	1) IBAN: LT893080020000000564 NexPay, UAB 1-36 Olimpieciu g., Vilnius, Lithuania S.W.I.F.T.: NEUALT21 2) ME25570000111001051836 at Zapad Banka AD Podgorica, SWIFT: ZBCGMEPG, Moskovska br.2b/VII sprat, 81000 Podgorica Montenegro 3) Payally LIMITED account ID: 20101.1310

7.2. Organisational structure of the issuer

7.2.1. *description of the position of the group and the Issuer (if the Issuer is part of a group)].*

7.2.2 Explicit statement with explanation of dependency (If the issuer is dependent on other entities within the group)].

7.3. Statutory auditor⁶

7.3.1 The financial statements and financial information of the Issuer included in the Offering memorandum have not been audited.

7.3.2 The Statutory Auditor has not been reappointed during the reporting period because issuer hasn't reached financial figures in financial statements in case of which audit is mandatory.

7.4. Principal areas of business of the issuer

- Management company
- Provision of advice to clients
- Borrowing and lending operations
- Leasing transactions
- Money broking
- Guarantees and commitments

7.6. Main markets in which the Issuer operates

Estonia, Spain, Bulgaria, Canada.

7.7. Significant changes and trend information

7.7.1 There has been no material adverse change in the Issuer's prospects since the date of its last published audited financial statements

⁶ No such level of detail is required (see in more detail § 9(1)(1) of the Regulation) if the prospectus is based on Regulation No 4 of the Minister of Finance of 9 January 2006 "Requirements for the Prospectus for Public Offers, Trading and Listing of Securities" (in the Guide: Simplified Prospectus).

7.8. Intellectual property

BENEDIXUS OU trademark registered in Estonian relevant registry.

7.9. Important agreements

7.9.1 No Contracts entered into by the Issuer which have or may have a material effect on its business].

7.10. Burdens and restrictions on activities

No burdens and restrictions on activities has bee applied.

7.11. Judicial and arbitration proceedings

The Issuer has not been involved in any legal or arbitration proceedings (including any such pending or potential proceedings of which the Issuer is aware) during the period covering the preceding 12 months which may have or may have had a material adverse effect on the financial condition or profitability of the Issuer and/or the Group in the recent past.]

7.12. Major investments

7.12.1. No major investment has been conducted.

[7.13. Other securities issued by the Issuer\]](#)

EUR 4.60 BENEDIXUS S-1 BOND 21-2023/ ISIN - EE3300002104 – 104 000 EUR.

[7.14. Governing bodies of the issuer](#)

7.14.1 The Issuer shall be governed by its Board of Directors consisting of its 2 members at its general meeting/shareholders' meeting in accordance with the Articles of Association of the Issuer and the Commercial Code. The functions of the Board of Directors are set out in the Articles of Association and the Commercial Code of the Issuer.

7.14.3. Composition of the Management Board:

Position	Name, Surname	Activities outside the Issuer's company
Management board member	Oleksandr Tseitelman	MONTO WIRE MSB LTD (Canada) - 100%. Money service business.
Management board member	Marina Pohjalainen	Marina Nordwave OÜ (Estonia) – 12596370. Manufacture of other outerwear, including tailoring

7.14.5 Members of the Board of Directors and other executives who have an influence on the Issuer's business are not involved in any material activities outside the Issuer which could be material in relation to the Issuer. Such persons have no conflict of interest between their private interests and any duties performed on behalf of the Issuer

[7.15. Governance practices](#)

7.15.2.The Issuer complies with the corporate governance regime established by the applicable legislation]

7.16. Share capital of the issuer

7.16.1 The Issuer's subscribed and paid capital is EUR 75000.

7.16.2 The Issuer's paid-up capital is EUR 75000.

7.16.5. All shares are of the same class with equal voting rights and dividend rights

7.17. Structure of shareholders

7.17.1. Persons/shareholders holding shares in the Issuer:

Company Name/Name, Surname	Registration number/Personal identification code	Percentage of shares	Number of shares
Oleksandr Tseitelman	39206040052	100%	N/A

8. ADDITIONAL INFORMATION⁷

8.1.1 The Offering memorandum shall be in English. The translation of the Offering memorandum, and into any other languages, is for information purposes only and for the convenience of the Investor.

8.1.2 At the present time, no credit ratings have been assigned to the Issuer and the securities issued.

8.1.3 The Issuer does not include in this Offering memorandum any profit forecast or expected profit.


8.1.4. This Offering memorandum does not contain any statement or expert opinion and no third party advisers or consultants have been involved in its preparation.

9. AVAILABLE DOCUMENTS

During the lifetime of the prospectus, the following documents (or copies thereof) may be inspected if necessary:

- (a) The constitution and articles of association of the issuer;
- (b) all reports, letters and other documents, historical financial information, valuations prepared at the Issuer's request by any expert and statements, any part of which is included or referred to in the Prospectus (if any);
- (c) Historical financial information of the Issuer or, in the case of a group, of the Issuer and its subsidiaries for each of the two financial years preceding the publication of the Prospectus;

The documents may be inspected at the registered office of the Issuer at office address, on Banking Days between 10.00 a.m. and 16 p.m. and may be requested via email info@benedixus.com

Signed by  / Oleksandr Tseitelman, Management board member of BENEDIXUS OU
14-JUL-2023

⁷ Not required if the prospectus is based on Regulation No. 4 of the Minister of Finance of 9 January 2006 "Requirements for public offer, trading and listing prospectuses for securities" (in the Guide: Simplified Prospectus).

PURCHASE OFFER FORM

Type of Shares	Non-secured bonds
Issuer	BENEDIXUS OU
ISIN	
Reference to Terms and conditions of ISSUE	N 2 dated ___/___/2023

Number of Bonds subscribed (#)	
Aggregate Nominal Value of the Bonds subscribed (EUR)	

INVESTOR

Name:	
I.D.code/Reg.code:	
Address:	
County:	
LEI (if applicable)	
Phone:	
Fax:	
E-mail:	
Account details for settlement of securities	
Current account No:	
Current account details:	
Contact person name:	
Notes	

Date: _____

Signature and Name _____ / _____

BENEDIXUS