Civinity AB

(incorporated in Lithuania with public limited liability, corporate ID code 302247881)

Information Document for the offering of bonds of Civinity AB in the amount of up to EUR 8,000,000 and admission thereof to trading on the alternative market First North, administered by Nasdaq Vilnius AB

This Information Document for the offering of bonds in amount of up to EUR 8,000,000 and admission thereof to trading on the alternative market First North, administered by Nasdaq Vilnius AB (the "**Document**") has been drawn up by Civinity AB (the "**Company**" or the "**Issuer**") in connection with the offering of bonds of the Company (the "**Bonds**") in the amount of up to EUR 8,000,000 (the "**Offering**") and admission thereof (the "**Admission**") to trading on the First North in Lithuania (the "**First North**"), a multilateral trading facility (alternative market in Lithuania) administered by the regulated market operator Nasdaq Vilnius AB (the "**Nasdaq**").

This Document is not a prospectus within the meaning of the Regulation (EU) 2017/1129 of the European Parliament and of the Council (the "**Prospectus Regulation**") and the Law on Securities of the Republic of Lithuania (the "**Law on Securities**") and was not approved by the Bank of Lithuania (the "**LB**"). The prospectus for the Offering and Admission is not prepared following Article 3(2) of the Prospectus Regulation and Article 5(2) of the Law on Securities.

Following Article 78(2) of the Law on Companies of the Republic of Lithuania (the "**Law on Companies**") this Document was prepared pursuant to the requirements of the Decision of the Board of the LB No 03-45 on Approval of Description of Order of Preparation and Announcement of Information Document, Mandatory to Prepare When Publicly Offering Mid-Sized Issues and when Executing the Mid-Sized Crowdfunding Transactions, dated 28 February 2013 (the "**Decision**"). In addition to that, the Document was also supplemented with information, which is required under the Rules of First North in Lithuania, approved by the decision of the Board of Nasdaq No. 18-60, dated 12 December 2018 as further amended by the decision of the Board of Nasdaq No. 20-31, dated 31 March 2020 (the "**Rules of First North in Lithuania**").

This Document does not constitute an offer to sell or a solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction. Furthermore, the distribution of this Document in certain jurisdictions may be restricted by law. Thus, persons in possession of this Document are required to inform themselves about and to observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The information contained herein is current as of the date of this Document. Neither the delivery of this Document, nor the offer, sale or delivery of the Bonds shall, under any circumstances, create any implication that there have been no adverse changes occurred or events have happened, which may or could result in an adverse effect on the Company's or its Subsidiaries (collectively the "**Group**") business, financial condition or results of operations and/or the market price of the Bonds. Nothing contained in this Document constitutes, or shall be relied upon as, a promise or representation by the Issuer or the Offering Broker as to the future.

Although the whole text of this Document should be read, the attention of persons receiving this document is drawn, in particular, to the Section headed *Risk Factors* contained in Section II of this Document. All statements regarding the Company's and the Group's business, financial position and prospects as well as the Offering should be viewed in light of the risk factors set out in Section II of this Document.

Šiaulių bankas AB (the "**Lead Manager**", or the "**Offering Broker**") is the lead manager in Lithuania for the purposes of Offering of the Bonds and Admission thereof to trading on First North. Law Firm TGS Baltic is the certified advisor for the purposes of Offering of the Bonds and Admission thereof to trading on First North (the "**Certified Advisor**").

Offering Broker

ŠIAULIŲ BANKAS

The date of this Document is 28 September 2023

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I. INTRODUCTION

Information Document. This Document has been prepared by the Company in connection with the Offering and the Admission, solely for the purpose of enabling any prospective Investor to consider an investment in the Bonds. The information contained in the Document has been provided by the Issuer and other sources identified herein. This Document has been prepared in accordance with Article 5(2) of the Law on Securities, Article 78(2) of the Law on Companies and the Decision. In addition to that, the Document was also supplemented with information, which is required under the Rules of First North in Lithuania.

This Document should be read and constructed together with any updates, supplement hereto (if any) and with any other documents attached herein and/or incorporated by reference (if any).

1.1 Responsibility for this Document

Persons responsible. The person responsible for the information provided in this Document is Civinity AB, corporate ID code 302247881, with the registered office at Naugarduko str. 98, Vilnius, Lithuania. The Company accepts responsibility for the information contained in this Document. To the best of the knowledge and belief of the Company and its General Manager Mrs. Virgeda Jackaitė having taken all reasonable care to ensure that such is the case, the information contained in this Document is in accordance with the facts and contains no omission likely to affect its import.

Virgeda Jackaitė
General Manager

Limitations of liability. The Lead Manager and the legal advisor to the Company or to the Lead Manager expressly disclaim any liability based on the information contained in this Document or any individual parts hereof and will not accept any responsibility for the correctness, completeness or import of such information. No information contained in this Document or disseminated by the Company in connection with the Offering and/or the Admission may be construed to constitute a warranty or representation, whether express or implied, made by the Lead Manager or the legal advisor to any parties.

Neither the Company nor the Lead Manager or the legal advisor will accept any responsibility for the information pertaining to the Offering, Admission, the Group or its operations, where such information is disseminated or otherwise made public by third parties either in connection with this Offering or otherwise.

By participating in the Offering, investors agree that they are relying on their own examination and analysis of this Document (including the financial statements of the Group which form an indispensable part of this Document) and any information on the Company, the Group that is available in the public domain. Investors should also acknowledge the risk factors that may affect the outcome of such investment decision (as presented in Section II *Risk Factors*).

Investors should not assume that the information in this Document is accurate as of any other date than the date of this Document. The delivery of this Document at any time after the conclusion of it will not, under any circumstances, create any implication that there has been no change in the Company's (its Group's) affairs since the date hereof or that the information set forth in this Document is correct as of any time since its date.

In the case of a dispute related to this Document or the Offering, the plaintiff may have to resort to the jurisdiction of the Lithuanian courts and consequently a need may arise for the plaintiff to cover relevant state fees and translation costs in respect of this Document or other relevant documents.

1.2 Notice to prospective investors and selling restrictions

The Offering under this Document will be made in one Tranche as public offering in Lithuania pursuant to exemption under Article 3(2)(b) of the Prospectus Regulation and in accordance with Article 7 of the Law on Securities (for additional information please see Section V *Subscription and Sale of the Bonds*).

The distribution of this Document in certain jurisdictions may be restricted by law. Any person residing outside the Republic of Lithuania may receive this Document only within limits of applicable special provisions or restrictions. The Issuer requires persons into whose possession this Document comes to inform themselves of and observe all such restrictions. This Document may not be distributed or published in such countries or jurisdictions or otherwise in such circumstances in which it would be unlawful or require measures other than those required under Lithuanian laws. This Document does not constitute an offer to sell or a solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. The Issuer, the Offering Broker or their representatives and/or legal advisers do not accept any legal responsibility whatsoever for any such violations, whether or not a prospective investor is aware of such restrictions.

In addition to that this Document may not be used for, or in connection with, and does not constitute, any offer to sell, or an invitation to purchase, any of the Bonds offered hereby in any jurisdiction in which such offer or invitation would be unlawful. Persons in possession of this Document are required to inform themselves about and to observe any such restrictions, including those set out in this Section. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

As a condition for the subscription/purchase of any Bonds in the Offering, each subscriber/purchaser will be deemed to have made, or in some cases be required to make, certain representations and warranties, which will be relied upon by the Company, the Lead Manager and others. The Company reserves the right, at its sole and absolute discretion, to reject any subscription/purchase of Bonds that the Company, the Lead Manager or any agents believe may give rise to a breach or a violation of any law, rule or regulation.

1.3 Certain provisions, related to presentation of information

Approximation of numbers. Numerical and quantitative values in this Documents (e.g., monetary values, percentage values, etc.) are presented with such precision which the Company deems sufficient in order to convey adequate and appropriate information on the relevant matter. 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 do not add up to total due to the effects of approximation. Exact numbers may be derived from the financial statements of the Group, to the extent that the relevant information is reflected therein.

Third party information and market information. With respect to certain portions of this Document, some information may have been sourced from third parties, in such cases indicating the source of such information in the Document. Such information has been accurately reproduced as far as the Company is aware and is able to ascertain from the information published by such other third parties that no facts have been omitted, which would render the reproduced information inaccurate or misleading. Certain information with respect to the markets, on which the Company and its Subsidiaries are operating, is based on the best assessment made by the Management. With respect to the industry, in which the Group is active, and certain jurisdictions, in which its operations are being conducted, reliable market information might be unavailable or incomplete. While every reasonable care was taken to provide the best possible estimate of the relevant market situation and the information on the relevant industry, such information may not be relied upon as final and conclusive. Investors are encouraged to conduct their own investigation into the relevant market or seek professional advice. Information on market shares represents the Management's views, unless specifically indicated otherwise.

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

In particular, such forward-looking statements may be identified by use of words such as strategy, expect, forecast, plan, anticipate, believe, will, continue, estimate, intend, project, goals, targets, would, likely, anticipate and other words and expressions of similar meaning. Forward-looking statements can also be identified by the fact that they do not relate strictly to historical or current facts. As with any projection or forecast, they are inherently susceptible to uncertainty and changes in circumstances, and the Company is under no obligation to, and expressly disclaims any obligation to, update or alter its forward-looking statements contained in this Document 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 competitive business. This business is affected by changes in domestic and foreign laws and regulations, taxes, developments in competition, economic, strategic, political and social conditions 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 II *Risk Factors* for a discussion of the risks which are identifiable and deemed material at the date hereof). However, the risk factors described in the Document do not necessary include all risk and new risk may surface. If one or more of the risk factors described in this Document or any other risk factors or uncertainties would materialise or any of the assumptions made would turn out to be erroneous, the Group's actual business result and/or financial position may differ materially from that anticipated, believed, expected or estimated. It is not the Group's intention, and it will not accept responsibility for updating any forward-looking statements contained in this Document, unless required by applicable legislation.

1.4 Information incorporated by Reference

No documents or content of any website are incorporated by reference in this Document in accordance with Item 11 of the Decision of the Board of the LB, except for the currently valid wording of the Articles of Association of the Company (the "**Articles of Association**"), the Group's consolidated audited financial statements for the years ended 31 December 2021, 31 December 2022 and 30 June 2023 together with the annual reports and independent auditor's reports on the financial statements and on the annual reports (the "**Financial Statements**"), which are available on the website of the Company www.civinity.com.

Documents on Display. Throughout the lifetime of this Document, the Articles of Association and the Financial Statements may also be inspected at the head office of the Company located at Naugarduko str. 98, Vilnius, Lithuania, on business hours of the Company. Any interested party may obtain copies of these documents from the Company without charge.

II. RISK FACTORS

The following is a disclosure of certain risk factors that may affect the Issuer's ability to fulfil its obligations under the Bonds. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the risks associated with the Bonds are described below. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Bonds may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to the Issuer or which it may not currently be able to anticipate. Prospective Investors should also read the detailed information set out elsewhere in this Document and reach their own views prior to making any investment decision.

Before deciding to purchase/subscribe the Bonds, Investors should carefully review and consider the following risk factors and other information contained in this Document. Should one or more of the risks described below materialise, this may have a material adverse effect on the business, prospects, shareholders' equity, net assets, financial position and financial performance of the Issuer or the Group. Moreover, if any of these risks occur, the market value of the Bonds and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Bonds may decrease, in which case the Bondholders could lose all or part of their investments. Additional risks and uncertainties, which are not currently known to the Issuer or which the Issuer currently believes are immaterial, could likewise impair the business operations of the Issuer and/or the Group and have a material adverse effect on their cash flows, financial performance and financial condition. The order in which the risks are presented does not reflect the likelihood of their occurrence or the magnitude of their potential impact on the cash flows, financial performance and financial condition of the Issuer and/or the Group.

2.1 General business risk factors

General economic situation

The Group's business, financial performance and financial condition may be materially affected by changes in general economic, political and financial market conditions, such as a global or local recession, inflation and/or fluctuations in interest rates.

The demand for facility management services generally correlates with economic activity, including growth in gross domestic product, in the countries in which the Group operates. Although the facility management services industry is normally considered to be less sensitive to economic cycles than number of other industries, both weak and strong economic activity, presents a challenge for the Group. Periods of recession may have an adverse impact on payment terms and on the demand for services. This may adversely affect the Group's financial performance and financial condition.

In periods of rapid economic growth, the Group may encounter problems in recruiting qualified employees and tends to experience inflation-driven increases in certain of its costs, such as staff costs, that are sensitive to rises in the general price levels. In this situation, due to competitive pressures or administratively set tariffs in case of residential facility management segment, the Group may be not able to raise the prices it charges on its services sufficiently to preserve operating margins. Accordingly, high rates of inflation could increase the Group's costs and have a material adverse effect on the Group's financial performance and its financial condition.

Market risk

Market disruptions can be triggered by current tendencies challenging the stability or even the existence of the EU in its current form, which, in addition to increasing economic volatility and market uncertainty globally, could have a significant negative impact on the economic development of the EU Member States.

Inflation

The upcoming years may maintain considerable inflation. Relevant expenses of the Group, e. g., investment to equipment and workforce, are closely related to the general price level. Continued inflation may prevent the Group from changing the prices of its products and/or services respectively to preserve the existing profit margin or may lead to higher losses. Thus, the Group's expenditures would increase considerably due to inflation and the Issuer would have to cover its increased costs from internal resources, unless the Issuer manages to increase its prices. Thus, continued inflation may have a considerable adverse influence on the Issuer's financial situation and business results.

Increase of salaries in the Baltic States
Labour costs make a considerable part of the cost of the Group's services. Though workforce is cheaper in the Baltic States than in old EU Member States, the difference should decrease constantly as the economy of these countries is catching up with the average of the EU. Willing to remain competitive and retain its employees, the Issuer and the Group may be forced to increase its labour costs at a faster pace than it used to do previously. If they fail to increase labour efficiency and effectiveness by increasing these costs, this may have a considerable adverse effect on the Group's financial situation and business results.

Success of previous, current, and future investment projects
The Group has implemented and may implement in the future investment projects of a large scope. Though the Group and its employees invoke all available information and analytical resources when planning investments, there is no guarantee, that all information on which the investments planned were based was true and exhaustive. Furthermore, there is no guarantee that the investment plans and the investments made will generate anticipated or planned return on investment; there is no guarantee that investment will not cost more than it was anticipated.
Failure of already implemented or anticipated investment projects, where return on investment from these projects is lower than it was expected or prices of such investments are higher than it was planned, may have a significant adverse effect on the Group's activities, its financial situation and business results.

Catastrophic events, terrorist attacks, acts of war, hostilities, riots, civil unrest, pandemic diseases and other unpredictable events
Catastrophic events, terrorist attacks, acts of war or hostilities, riots, civil unrest, pandemic diseases and other similarly unpredictable events, and responses to those events or acts, may reduce the number of workable days and therefore prevent the Group and its employees from being able to provide services to its customers. In addition, in February 2022, the Russian Federation invaded Ukraine. The military actions affect not only the economy in Ukraine, Russia and Belarus, but also the European Union and global economy. The situation in Ukraine is extremely volatile and inherently uncertain. Currently, considering the ongoing and dynamic nature of the situation, a reliable estimate of the financial and non-financial impact cannot be presently made, although war in Ukraine did not have a significant impact on the Group's operations and results in year 2022 and 2023. Nonetheless, the Group management is continuously assessing the potential impact of key war factors on the Groups strategic goals, cash flows, financial results and continuously monitoring the quality of trade receivables, growth of energy resources prices and inflation growth.

All those events and acts may also create economic and political uncertainties which may have an adverse effect on the economic conditions in such countries or decrease the demand for or increase the costs of the Group's services. Such events and acts are difficult to predict and may also affect employees, including key employees. If the Group's business continuity plans do not fully address such events or cannot be implemented under the circumstances, it may incur losses. Unforeseen events can also lead to lower revenue or additional operating costs, such as fixed employee costs not recovered by revenue due to inability to deliver services, higher insurance premiums and the implementation of redundant back-up systems. Insurance coverage for certain unforeseeable risks may also be unavailable. A materialisation of these risks may have a material adverse effect on the Group's business, results of operation or financial condition.

2.2 Group specific risk factors

Dependence on external financing
The Group's operations are partially financed by issued long term bonds. As of 31 December 2022, the Group's borrowings and other financial debts constituted EUR 13,226 thousand (or 24% of total Group's assets as of 31 December 2022). The existing credit facilities and security agreements of the Group contain financial covenants (for example, restrictions on borrowing and dividends, ownership clause etc.) and provide for certain other obligations and representations the violation of which may lead to an event of default and acceleration of the loans. In additional to that, the bank loan provided to the Group company is secured with pledge of SPV 31 UAB and its subsidiaries' shares, assets (excluding assets of acquired Inservis group companies) and guarantee issued by AB "Civinity" for the amount of EUR 2,499 thousand.
Usually for the external financing received, the borrower has to comply with some financial and non-financial covenants. In case if these are breached, immediate actions must be taken to correct the situation. For example in second half year of 2022 the covenant of max EUR 500,000 loans to not direct Group companies was breached by the Group (EUR 552,000 loan was provided to non-group company), but the Group has taken immediate actions and on 1 January 2023 it was already restored.
The Group's ability to comply with covenants and restrictions contained in the loan agreements may be affected by events beyond its control, including, without limitation, prevailing economic, financial, legal and

industry conditions. In the event that these obligations were to be breached, the creditors would be able to declare an event of default pursuant to the relevant agreements and require repayment of the entire outstanding amounts. Such events may cause interruptions in regular business activities, loss of collateral or, in extreme cases, a financial distress for the Issuer.

Potential challenges to implementing business strategy and achieving desired results

The Group expects to provide a greater volume of its services and subsequently to earn higher returns in the future. However, these results are not guaranteed and are subject to variation due to numerous factors. The Group's financial results might not develop as projected because of a lower global demand, increased competition or the Group's inability to implement its business strategy. In addition, the Management may fail to correctly anticipate future market trends and make worse than optimal decisions regarding future development of the Group.

Dependence on the team of top managers and key personnel

Group's business depends on the team of the top managers, responsible for the development, growth of business and appropriate day-to-day activities. Therefore, the Group's ability to survive in the competitive environment and to implement its growth strategy is mostly determined by their experience, knowledge, personal relations and other characteristics. The Group's ability to attract and hire highly competent managers also contributes to the Group's success. As the competition for high qualification personnel is strong and constant, it is probable that the Group's managers and main employees can decide to change their jobs and to leave the Group. Loss of such employees or the Group's inability to hire new managing personnel with appropriate knowledge and capabilities or shortage of such people in the market can have a negative effect on the prospects of the Group's business, financial situation and performance.

The Group is also strongly dependent on its executives and other highly qualified and experienced personnel, having knowledge in facility management. Should the Group fail to attract, maintain and motivate these workers, it could lose them to competitors. Additional time and financial recourses would be needed to find and select their replacements which could have an adverse effect on the Group's business, prospects, financial performance and financial position.

Group's performance also depends on its ability to attract qualified and semi-qualified personnel in the market

The Group's competitive strength depends upon its ability to attract, train and retain employees. The facility management services industry, in general, is characterized by a relatively high staff turnover. To the extent that the Group is unable to offer satisfactory pay and working conditions, the Group could experience labour shortage. Labour shortage may also arise due to increased competition for workers, which would likely increase personnel costs. Thus, the Group's inability to attract and retain the required number of qualified employees could have a material adverse effect on its business, financial performance and financial condition.

The Issuer is a holding company and its ability to serve its payment obligations under the Bonds depends on the receipt of funds from its Subsidiaries and participations

The Issuer is a holding company with generally no significant assets other than its interests in its Subsidiaries and participations. Its ability to serve its payment obligations under the Bonds mainly depends on the receipt of sufficient funds from its Subsidiaries and participations which in turn depends on the business, financial condition and the financial performance of these Subsidiaries and participations. Furthermore, the transfer of funds from Subsidiaries and participations may be or become subject to legal and contractual restrictions entered into by the Subsidiaries and participations. The realization of any of these risks could have a material adverse effect on the Group's cash flows, financial condition and financial performance.

The tariffs of residential facility management in Lithuania are subject to regulation by municipalities

The scope of residential apartment building administration and maintenance services, the essential requirements for service providers and the tariff calculation procedure are set and regulated in detail by the Lithuanian national and local authorities. Local authorities in Lithuania are empowered to set the maximum tariffs for such services, together with the relevant inspectorates control the proper implementation by service providers of the administration and maintenance requirements set out in legislation, and to impose sanctions for failure to comply with the set requirements. Any claims concerning the services provided may be presented to the authorities or service providers by individual owners as well. Taking into account the aforementioned, additional risk factors in the field of apartment building administration and maintenance include any possible amendments to the enforced legislation, the frequency of adoption of such amendments, resolutions passed by central or local authorities which provide for additional obligations of service providers, and the results of controls carried out by various inspectorates and local authorities. Timely and correct indexation of the set maximum tariffs is also a risk factor which has an impact on the Group's activities in the field of residential apartment building administration and maintenance.

Competition risk

The Group faces competition from number of different market players in many spheres of its activities in every geographic region and business segment including competition for clients and employees. In each of the markets and business segments, the Group competes primarily based on its service range, pricing, established client relationships, technical knowledge and the efficient handling of service contracts. If the Group is unable to continue to provide its services to existing clients, to develop new services portfolios and to attract new clients, to respond to client trends, to increase its operating efficiency and to reduce its operating and overhead costs, it may not be able to successfully compete in the relevant markets. Should the Group fail to maintain its market position in the relevant markets and business segments, this could have a material adverse effect on the net assets, financial position and financial performance of the Group.

The Group entities are exposed to liability against clients

The Group entities get an access to a number of customers' premises with all equipment, personal belongings and other assets located inside those premises under facility management contracts and as service provider the Group assumes civil liability for the damage to the customers' property, operations, as well as to the persons that may be present in the facilities. Subject to negotiations with the customers, to limited extent the Group restricts its liability contractually. In addition, the Group has taken out civil liability insurance to protect itself against risks in an amount it believes is appropriate. However, there is no guarantee that the Group will be able to obtain corresponding coverage on acceptable terms in the future or that the insurance will provide sufficient coverage for all potential claims. If sufficient insurance coverage is not in place in any individual case, or the cover amount is not sufficient for a claim asserted against the Group, this could have a material adverse effect on the net assets, financial performance and financial position of the Group.

Reputation may be affected by adverse publicity in relation to the Group and its services

The public interest in the facility management services and, concurrently, the publicity of the service is increasingly growing. Moreover, the residential facility management business inherently includes solving of utility problems many of which are beyond the Group's control and dealing with a wide circle of price-sensitive private individuals. Therefore, by nature many major events including accidents, breakdowns, emergencies and also price changes in residential facility management are periodically followed and in many cases inadequately reflected in the local mass media. If the latter occurs, the adverse publicity and disputes may impose additional costs for defending these disputes and harm the Group's reputation, which could thereby have adverse effect on the Group's financial performance and its financial position.

Acquisition and integration of acquired companies

In the past, the Group has acquired numerous businesses in order to expand its operations. The Group intends to continue to acquire businesses in a targeted manner in the future. In this regard, there is no guarantee that the Group will be able to identify suitable businesses and to acquire them on favourable terms. Moreover, the Group cannot guarantee that it will be able in the future to generate sufficient funds to finance envisaged corporate acquisitions. There is also a risk that not all material risks in connection with the acquisition of a company will be identified in the due diligence process and will not be or could not be sufficiently taken into account in the decision on the acquisition and in the purchase agreement. These risks could materialize only after a company has been acquired and may not be covered by the warranties in the purchase agreement or by insurance policies.

The integration of newly acquired businesses is always associated with considerable uncertainties and risks and, among other things, requires the ability to integrate the newly acquired companies into the Group and to retain, or quickly replace, a sufficient number of qualified management staff and other key personnel. In the past, a large number of businesses have been successfully integrated into the Group. There is no guarantee, however, that the integration process will also be successful with potential future acquisitions. Moreover, with regards to corporate acquisitions the Group may not be able to realize planned savings, synergies and/or growth potentials. The businesses acquired or the joint ventures could also turn out to be less profitable than expected. As a result, depreciations on the assets of the businesses acquired or an impairment of goodwill reported in connection with the acquisition could be necessary. Each of the aforementioned factors could have a material adverse effect on the net assets, financial position and financial performance of the Group.

Dependence on IT
The Group is dependent on an efficient and uninterrupted operation of its information and communication systems. Information and communication systems are generally prone to failures, damage, power outages, computer viruses, fire and similar events. A failure or interruption in the operation of these systems can therefore not be ruled out. Failures or interruptions in the operation of the computer and data processing systems used by the Group could result in loss of business and/or cause reputational damage to the Group. This could have a material adverse effect on the net assets, financial position and financial performance of the Group.

Cyber security risks
The Group companies are managing the data with customer data used for invoicing and internal financial information. Therefore, the Group has prepared control and security procedures, which are continuously reviewed internally and in cooperation with government institutions. In February 2021 the server of Latvian Subsidiaries was attacked and infected by crypto virus (Ransomware origin). Considering crypto virus origin, cyber security auditors (NRD Security) suspect that attack was resulted of social engineering scam. Initially virus got into virtual system and later via domain was propagated to root server. The Group’s security system ensured that data leak was not identified. Cyber security incident was investigated by Latvian government cyber security institution and was stated that the Group’s security policies are well effective and protect the confidential and private data leak. The Group has not suffered any losses of revenues and future cash flows and was not claimed by any individual or legal person. To decrease further risks, enforce cyber security and prevent other vulnerabilities the Group hired external cyber security company, which had reviewed data security policies, risk management policies, executed penetration test on external and internal IT infrastructure of Group companies. Additionally, in the scope of this project ISO27001:2017 conformity assessment was executed and need security measures were implemented by the Group.

Operational and safety risks
Provision of cleaning and waste management services involves risks, such as truck accidents, equipment defects, malfunctions and failures and natural disasters, which could potentially result in releases of hazardous materials, injury or death of employees and others or a need to shut down or reduce operation of our facilities while remedial actions are undertaken. These risks expose the Group to potential liability for pollution and other environmental damages, personal injury, loss of life, business interruption and property damage or destruction. While the Group always seeks to minimize exposure to such risks through comprehensive training and compliance programs, as well as vehicle and equipment maintenance programs, if the Group was to incur substantial liabilities in excess of any applicable insurance, the Group’s business, results of operations and financial condition could be adversely affected.

Company’s liquidity
In addition to other financial ratios, the Company calculates and presents comparative values of the current ratio in its annual reports. Since the values of the current ratio of the Company (on consolidated basis) as of 31 December 2022 are less than 1 (0.7) (as of 31 December 2021 they were also less than 1 (0.94), a theoretical risk remains that circumstances could appear in which the Company would fulfil its current obligations only partially. The decrease of Group's liquidity ratio is related to (i) bonds borrowings carried forward of EUR 8.0 m classified under short term borrowings and (ii) classified all prepayments received from households as current liabilities. Based on the historical experience and practice, the Group observes that accumulated funds from households for future construction, repair and current maintenance works can reduce year-over-year during 12-month period by only up to 10-30% (which in the view of Management represents best estimate of current liabilities based on the plans approved by the owners of the buildings to carry out specific works in the current year less new funds to be accumulated during the same period). The remaining 70-90% of the Company's liability for accumulated funds paid by residents are expected to be carried forward and settled by delivering services after more than one year.

In addition to the above-mentioned liquidity ratios, the values of the financial debt-to-equity ratio, financial debt-to-assets ratio and liabilities-to-assets ratio of the Company (on consolidated basis) as of 31 December 2022 are 1.44, 0.25 and 0.82 respectively (as of 31 December 2021 – 1.93, 0.25 and 0.87 respectively). Taking this into account, a theoretical risk remains that circumstances could appear in which credit institutions can request that the Company offer additional guarantees for credits given to the Subsidiaries or for new credits that could be given. Also, there is a theoretical possibility that the Company could reach such a level of liabilities, where credit institutions would lend funds to the Company under less favourable conditions than they lend on the date of the Information Document. Appearance of such circumstances could have an adverse effect on the Issuer’s possibilities to raise borrowed funds for investments.

Interest rate risk
Currently major part of the Group's and the Company's borrowings are bonds, which are subject to fixed interest rates which create no interest rate risk. The remaining financial debt (loans and financial lease obligations) are subject to variable rates, related to 3M EURIBOR, which create minor interest rate risk. This exposes the Group to a risk that borrowing costs might increase in the event that the relevant benchmark market interest rates rise. Adverse interest rate fluctuations, if not hedged, may negatively impact the Group's financial performance and its financial position. There are no financial instruments designated by the Group to manage the exposure to the interest rate risk outstanding.

Counterparty risk
Counterparty risk is inherent to all business activities the Group is engaged in. Counterparty risk may result in financial losses (including, but not limited to, revenues not being received from customers, funds deposited at banks, partners in long term projects failing to perform their obligations etc.) to the Group. Default of a Group counterparty may affect the completion of the Group`s commenced investment projects, the quality of services provided by the Group or harm the Group's reputation. Although, the Group monitors and manages its counterparty risk, the occurrence of any of the mentioned counterparty risks may have an adverse impact on the Group's business and financial position.

2.3 Risk factors related to the Bonds

The Bonds may be not as suitable investment for all investors
Each potential Investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential Investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained in this Information Document;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds;
- understand thoroughly the terms of the Bonds; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

A potential Investor should not invest in the Bonds unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of such Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

Credit risk
Credit risk should be evaluated as a possibility that the Issuer might become insolvent, go bankrupt, its business being suspended or terminated, and as a result, it would be impossible to redeem the Bonds and/or pay the accrued interest to the Bondholders. Moreover, should the Issuer become insolvent, legal protection proceedings or out-of-court legal protection proceedings of the Issuer are initiated during the term of the Bonds, an investor may forfeit interest payable on, and the principal amount of, the Bonds in whole or in part. An investor is always solely responsible for the economic consequences of its investment decisions. The Bonds constitute direct, unsecured, but guaranteed obligations of the Issuer, ranking *pari passu* without any preference among each other and with all unsecured, and unsubordinated indebtedness of the Issuer. In addition to that the state guarantee (insurance) is not applicable in case of investments into the Bonds.
In addition, even if the likelihood that the Issuer will be in a position to fully perform all obligations under the Bonds when they fall due actually has not decreased, market participants could nevertheless be of that opinion. Market participants may in particular be of such opinion if market participants' assessment of the creditworthiness of corporate debtors in general or debtors operating in the industries sector adversely change. If any of these risks occur, the third parties would only be willing to purchase Bonds for a lower price than before the materialisation of said risk. The market value of the Bonds may therefore decrease.

Interest rate risk
If interest rates in general or particularly with regard to obligations of corporate debtors or corporate debtors with activities in the industries sector for durations equal to the remaining term of the Bonds increase, the

market value of the Bonds may decrease. The longer the remaining term of a debt instrument, the stronger is its market value affected by changes of the interest rate level. There are further factors which may affect the market value of the Bonds, including, but not limited to global or national economic factors and crises in the global or national financial or corporate sector. Bondholders should be aware that movements of the market interest rate can adversely affect the market price of the Bonds and can lead to losses for the Bondholders if they sell their Bonds.

Inflation risk

The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on the Bonds. If the inflation rate is equal to or higher than the nominal yield, the real yield is zero or even negative.

An active secondary market for the Bonds may not develop

The Bonds constitute a new issue of securities by the Issuer. Prior to Admission to trading on *First North*, which is an alternative market in Lithuania, there is no public market for the Bonds and other securities of the Issuer. Although application(s) will be made for the Bonds to be admitted to trading on *First North*, there is no assurance that such application(s) will be accepted, and the Bonds will be admitted to trading. In addition, Admission to trading the Bonds on an alternative market will not guarantee that a liquid public market for the Bonds will develop or, if such market develops, that it will be maintained, and neither the Issuer, nor the Arranger is under any obligation to maintain such market. If an active market for the Bonds does not develop or is not maintained, it may result in a material decline in the market price of the Bonds, and the liquidity of the Bonds may be adversely affected. In addition, the liquidity and the market price of the Bonds can be expected to vary with changes in market and economic conditions, the financial condition and the prospects of the Issuer, as well as many other factors that generally influence the market price for securities. Accordingly, due to such factors the Bonds may trade at a discount to the price at which the Bondholders purchased/subscribed the Bonds. Therefore, investors may be not able to sell their Bonds at all or at a price that will provide them with a yield comparable to similar financial instruments that are traded on a developed and functioning secondary market. Further, if additional and competing financial instruments are introduced on the markets, this may also result in a material decline in the market price and value of the Bonds.

Amendments to the Bonds bind all Bondholders

The Law on Protection of Interests of Bondholders requires and the terms of the Bonds contain provisions for calling Bondholders' Meetings to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant Bondholders' Meetings and Bondholders who voted in a manner contrary to the majority. This may incur financial losses, among other things, to all Bondholders, including such Bondholders who did not attend and vote at the relevant Bondholders' Meetings and Bondholders who voted in a manner contrary to the majority.

Taxation of Bonds

Potential purchasers/subscribers and sellers of the Bonds should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Bonds are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Bonds. Potential investors are advised to ask for their tax advisers' advice on their individual taxation with respect to the acquisition, sale and redemption of the Bonds. Only these advisors are in a position to duly consider the specific situation of the potential investor.

Transaction costs/charges

When the Bonds are purchased/subscribed or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the purchase/issue or sale price of the Bonds. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Bondholders may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs). These incidental costs may significantly reduce or eliminate any profit from holding the Bonds.

No guarantee or security
The Bonds will not be obligations of anyone other than the Issuer and they will not be guaranteed. No one other than the Issuer will accept any liability whatsoever in respect of any failure by the Issuer to pay any amount due under the Bonds.

Refinancing risk
The Issuer may be required to refinance certain or all of its outstanding debt, including the Bonds. The Issuer's ability to successfully refinance its debt is dependent on the conditions of the debt capital markets and its financial condition at such time. Even if the debt capital markets improve, the Issuer's access to financing sources at a particular time may not be available on favourable terms, or at all. The Issuer´s inability to refinance its debt obligations on favourable terms, or at all, could have a negative impact on the Group's operations, financial condition, earnings and on the Bondholders' recovery under the Bonds.

The Bonds contain several covenants governing the Issuer's operations and generally do not limit its ability to merge, effect asset sales or otherwise effect significant transactions that may have a material adverse effect on the Bonds and the Bondholders
The Bonds contain several provisions designed to protect the Bondholders from a reduction in the creditworthiness of the Issuer. In particular, the General Terms and Conditions of the Bonds do not, except for the Events of Default conditions, restrict the Issuer's ability to increase or decrease its share capital, to enter into a merger, asset sale or other significant transaction that could materially alter its existence, jurisdiction of organization or regulatory regime and/or its composition and business. In addition, generally none of the covenants, which the Company undertakes to follow (for more information on the covenants please see Section 4.2 *Information Concerning the Securities to be Offered and Admitted to Trading*), guarantees that the creditworthiness of the Issuer will not be reduced. Therefore, in the event that the Issuer enters into any of the above transactions, Bondholders could be materially adversely affected.

No limitation on issuing additional debt
The Issuer is not prohibited from issuing further debt as long as the DEBT/EBITDA ratio, indicated in (*Section 4.2 Information Concerning the Securities to be Offered and Admitted to Trading*) is followed. If the Issuer incurs significant additional debt ranking equally with the Bonds, it will increase the number of claims that would be entitled to share rateably with the Bondholders in any proceeds distributed in connection with an insolvency of the Issuer. Further, any provision which confers, purports to confer, or waives a right to create security interest in favour of third parties, such as a negative pledge, is ineffective against third parties since: (i) it is a question of a contractual arrangement only being binding upon the parties to such contractual arrangement; (ii) there is no specific legislation in Lithuania providing beneficiaries of negative pledge undertakings or covenants with a preferred position vis-a-vis the claims of third parties; and (iii) no registry or public record exists in Lithuania through which negative pledge undertakings or covenants could be filed to obtain a preferred position. Should the Issuer breach its obligations under such undertakings and covenants and create a security interest in favour of a third party, such third party would obtain a valid and enforceable security interest over the pledged asset.

2.4 Legal and Taxation Risk Factors

Regulatory and legislation risk
The Group's business is subject to extensive regulation and associated regulatory and legal risks (including the effects of changes in the laws, regulations, policies or their respective interpretations) which could have a material adverse effect on the Group's business, prospects, financial performance and financial position.

Compliance with legal acts
The Company and the Subsidiaries are required to comply with large number of laws and regulations in numerous countries relating, but not limited to operational procedures and quality standards. Any failure to comply with the applicable laws and regulations may expose the Company to administrative penalties and civil remedies including fines or injunctions, as well as in certain cases even minor infringement proceedings can be started. Although the Company has policies in place throughout its entire organization to protect against such non-compliance, the risk of failure to comply with all legal requirements may not be totally excluded. Should any material non-compliance be established by competent authorities and not rectified in due time, it may have serious financial consequences for the Group and negative impact on Company's and/or Subsidiaries' reputation.

Failure to meet its workplace health and safety obligations

The Group currently operates in Lithuania and Latvia and is subject to laws and regulations in respect of health and safety in both of these jurisdictions. Additional or amended laws and regulations may increase the cost of compliance, adversely impact Group's ability to comply, or expose the Group to greater potential liabilities where, for example, changes to the regulatory framework result in higher or more complicated regulatory standards. In the event the Group breaches these laws and regulations, any company of the Group could be subject to sanctions and penalties.

Litigation risks

In the course of their ordinary business operations, companies of the Group might be involved in several court and official proceedings, as plaintiffs or defendants, the outcome of which cannot currently be predicted with any certainty. The Group may be required under a court order or settlement agreement to pay considerable amounts, which may also exceed any provisions set up for this purpose. In addition to these amounts, the legal costs incurred by the Group 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.

Tax risks

The Group regularly reviews the applicable local and foreign taxation rules in order to identify new developments and make the relevant adjustments. Due to the complexity and dynamics of both tax legislation and the interpretation of applicable law by the tax authorities, it is possible that the outcome of the tax audits performed in the in states where the Group operates may not be as expected and that the tax amounts determined by the tax authorities may exceed the provisions set up for this purpose, so that additional liquid funds must be applied to pay the tax owed, which would affect the net assets, financial position and results of operations of the Group.

III. INFORMATION ABOUT THE ISSUER

3.1 Structure of the Group and Sole Shareholder of the Issuer

General information of the Issuer

Legal and commercial name of the Issuer	Civinity AB
Place of registration of the Issuer (registered office)	Naugarduko str. 98, Vilnius, Lithuania
Corporate ID code of the Issuer	302247881
Authorized capital	EUR 100,000 divided into 100 ordinary registered shares with a nominal value of EUR 1,000 per share.
Legal form of the Issuer	Public limited liability company
Legislation under which the Issuer operates	Lithuanian
Country of incorporation of the Issuer	Republic of Lithuania
Date of incorporation of the Issuer	13 November 2008
Telephone number	+370 700 55188
Email	info@civinity.com
Internet address	www.civinity.com
Auditors of the Issuer	Financial Statements for the years ended 31 December 2021 and 31 December 2022 have been audited by PricewaterhouseCoopers UAB, audit company's licence number 000173

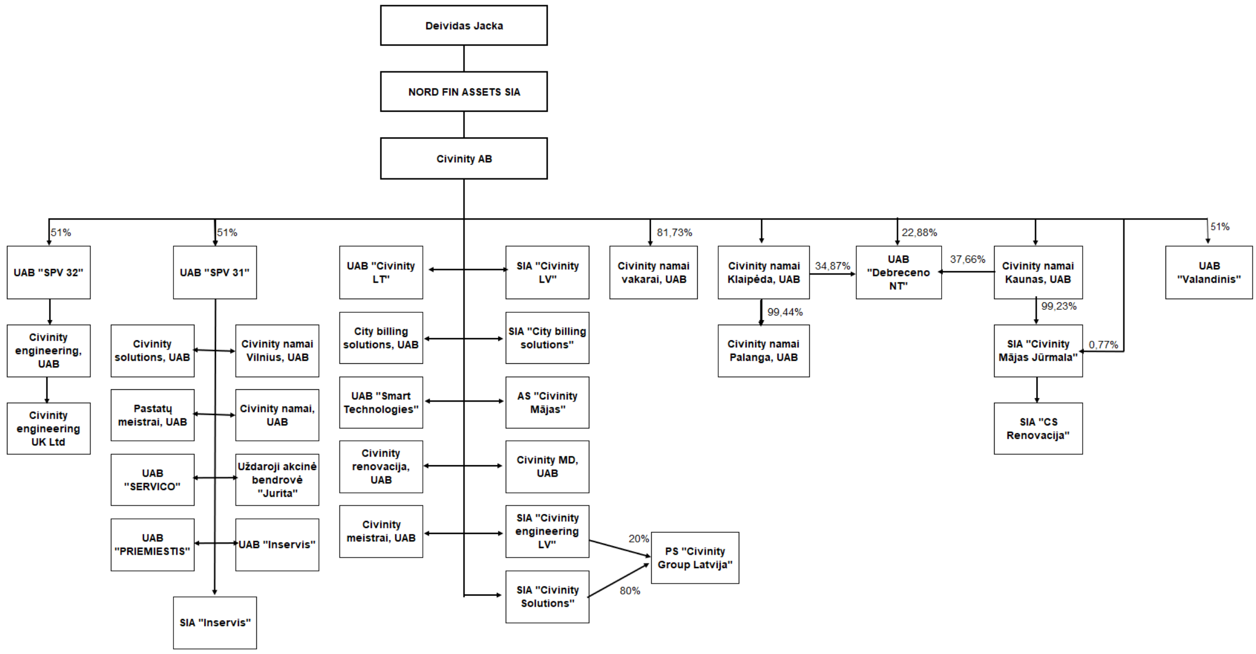
Organization structure and Sole Shareholder of the Issuer

The Company is a holding company that unites an international Group of companies offering a full range of high-quality services in the fields of integrated real estate facility management, maintenance and operation, e.g., management and administration, cleaning services, outdoor area management, waste management, heating ventilation system maintenance, building modernisation, advisory and technical audit, liquidation of accidents, engineering system installation and maintenance services, etc.

The Sole Shareholder of the Company is Nord Fin Assets SIA, a holding company registered in Latvia under code 44103136836, address Dubultu prospekts 3, Jurmala, LV-2015, the Republic of Latvia, holding 100% of shares of the Company and voting rights in the General Meeting and the final beneficial owner thereof is Deividas Jacka, holding 100% of shares and votes in the above Sole Shareholder of the Company.

The Group's structure is presented in figure below.

Figure 1. Structure of the Group



The list of Subsidiaries, controlled by the Company is indicated table below.

Table 1. Subsidiaries, controlled by the Company

Country	Company	Company code	Registration address	Shareholder(s)
Lithuania	AB “Civinity”	302247881	Vilnius, Naugarduko str. 98	Nord Fin Assets SIA, 100%
Lithuania	UAB “Civinity LT”	304726371	Vilnius, Naugarduko str. 98	The Issuer, 100%
Lithuania	Civinity namai Kaunas, UAB	132125543	Kaunas, Chemijos str. 15	The Issuer, 100%
Lithuania	Civinity namai, UAB	121452134	Vilnius, Naugarduko str. 98	SPV 31, UAB, 100%
Lithuania	Civinity meistrai, UAB	306025216	Vilnius, Naugarduko str. 98	The Issuer, 100%
Lithuania	Civinity MD, UAB	305964728	Vilnius, Naugarduko str. 98	The Issuer, 100%
Lithuania	Pastatų meistrai, UAB	304240661	Vilnius, Naugarduko str. 98	SPV 31, UAB, 100%
Lithuania	UAB “Civinity renovacija”	302473019	Kaunas, Verkių str. 48	The Issuer, 100%
Lithuania	Civinity namai Vilnius, UAB	300510344	Vilnius, Naugarduko str. 98	SPV 31, UAB, 100%
Lithuania	UAB “Smart Technologies”	304912123	Vilnius, Naugarduko str. 98	The Issuer, 100%
Lithuania	City billing solutions, UAB	305866593	Vilnius, Naugarduko str. 98	The Issuer, 100%
Lithuania	UAB “Debreceno NT”	301843615	Klaipėda, Taikos pr. 101D	Civinity namai Kaunas UAB, 37.66%; The Issuer, 22.88% Civinity namai Klaipėda UAB 34.87%; Natural person 4.58%

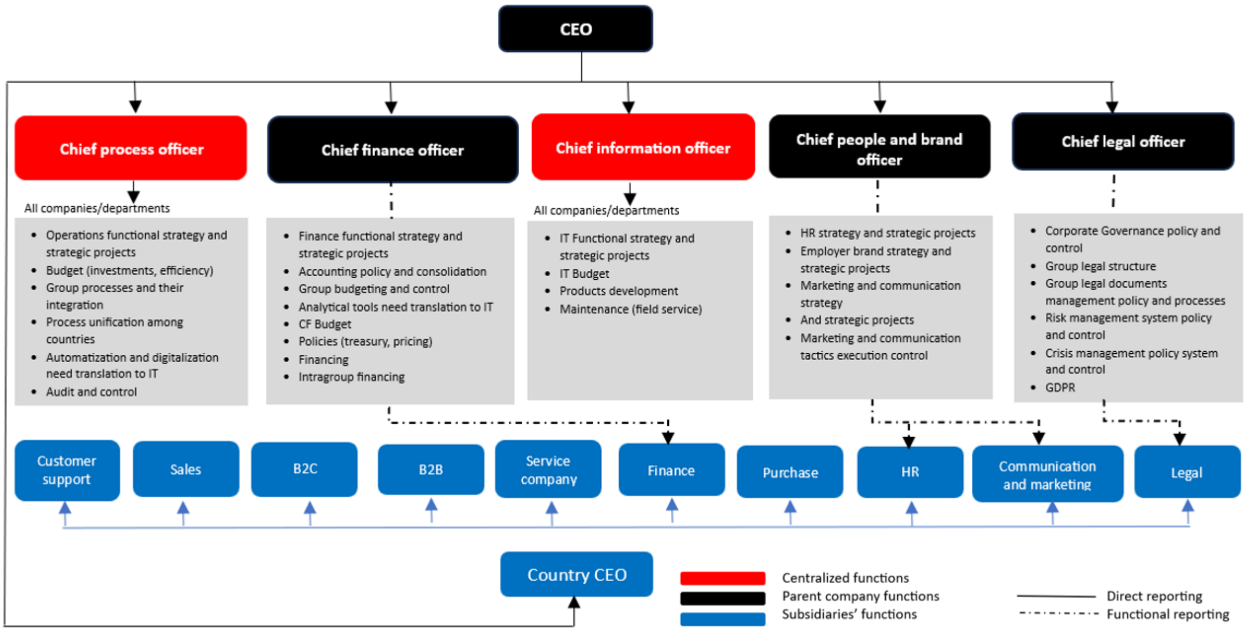
Lithuania	Civinity namai Klaipėda, UAB	140336910	Klaipėda, Danės str. 5-41	The Issuer, 100%
Lithuania	UAB “SERVICO”	302520465	Vilnius, Naugarduko str.. 98	SPV 31, UAB, 100 %
Lithuania	UAB “Inservis”	126180446	Vilnius, A. Juozapavičiaus str. 6	SPV 31, UAB, 100%
Lithuania	Uždaroji akcinė bendrovė “Jurita”	220152850	Vilnius, Justiniškių str. 64	SPV 31, UAB, 100%
Lithuania	UŽDAROJI AKICNĖ BENDROVĖ “PRIEMIESTIS”	221487620	Vilnius, Stepono Batoro str. 41	SPV 31, UAB, 100%
Lithuania	UAB “Valandinis”	304562776	Vilnius, Savanorių ave. 178A	The Issuer, 51%, UAB “L projektas”, 44,12%, natural person, 4,88%
Lithuania	Civinity namai Palanga, UAB	152429379	Palanga, Virbališkės tak. 3F-1	Civinity namai Klaipėda UAB, 99.44% and certain minority shareholders – natural persons
Lithuania	Civinity namai vakarai, UAB	140597134	Klaipėda, Danės str. 5-41	The Issuer, 81.73% and certain minority shareholders – natural persons
Lithuania	UAB “SPV 32”	304758554	Vilnius, A. Goštauto str. 40B	The Issuer, 51%, UAB “SAIL INVEST”, 49%
Lithuania	UAB “SPV 31”	304758458	Vilnius, Šv. Stepono str. 7	The Issuer, 51% , UAB “SAIL INVEST”, 49%
Lithuania	Civinity engineering, UAB	125169233	Vilnius, Naugarduko str. 98	SPV 32 UAB, 100%
Lithuania	Civinity solutions, UAB	300131675	Vilnius, Naugarduko str. 98	SPV 31 UAB, 100%
Latvia	Inservis SIA	40203044141	Olaines nov, Olaines pag., Stunisi, “Lapegles”	SPV 31, UAB, 100%
Latvia	SIA “Civinity engineering LV”	41503072730	Jūrmala, Dubultu prospekts 3	The Issuer, 100%
Latvia	SIA “Civinity Mājas Jūrmala”	40003426429	Jūrmala, Dubultu prospekts 3	Civinity namai Kaunas UAB, 100%
Latvia	SIA “CS Renovācija”	40203048730	Jūrmala, Dubultu prospekts 3	SIA “Civinity Mājas Jūrmala”, 100%
Latvia	SIA “Civinity LV”	40203060911	Rīga, Dēlu iela 5	The Issuer, 100%
Latvia	AS “Civinity Mājas”	40103223751	Rīga, Dēlu iela 5	The Issuer, 100%
Latvia	SIA “Civinity Solutions”	40003885943	Rīga, Dēlu iela 5	The Issuer, 100%
Latvia	SIA “City billing solutions”	40103930124	Rīga, Dēlu iela 5	The Issuer, 100%
Latvia	PS “Civinity Group Latvia”	40203334447	Rīga, Dēlu iela 5	SIA “Civinity engineering LV”, 20%, SIA “Civinity Solutions”, 80%
United Kingdom	Civinity engineering UK, LTD	13083384	Derby House, 123 Watling Street, Gillingham, KENT	Civinity engineering UAB, 100%

3.2 Management

Management structure of the Issuer

Management structure of the Issuer is indicated in figure below.

Figure 2. Management Structure of the Issuer



Administrative and management bodies

The Company has a two-tier management system, i.e., the Management Board and the Manager (the General Manager). The Supervisory Council is not formed in the Company.

The Management Board is a collegial management body, which is responsible for the strategic management of the Company, the appointment and removal of the Manager, calling the General Meetings, adoption of other corporate decisions which are economically feasible for the Company, etc.

The Manager is responsible for the day-to-day management of the Company and enjoys the exclusive right of representing the Company vis-à-vis third parties except for the decisions where the consent of the Management Board is required in accordance with the Articles of Association of the Company.

Following Articles 6.2 and 6.3 of the Articles of Association, the Management Board shall be elected for a term of 4 (four) years and shall be constituted from 5 (five) members. Previously, the Supervisory Council was also formed in the Company, but it was decided that it would be more useful to disband Supervisory Council and strengthen the Management Board of the Company. Currently the Company has 3 (three) appointed Management Board members, one of which is an independent member. In the near future the remaining 2 (two) members of the Management Board should be appointed, one of which should be an independent member. The Management Board shall elect the Chairman of the Management Board from among its members. Current term of office of the Management Board started on 11 January 2021. Thus, following the Law on Companies its term of office shall last for 4 (four) years, however, no longer than until the annual General Meeting, to be held in the year, when the term of office of the Management Board adjourns.

Under the Law on Companies the Manager may be revoked from the position by the Management Board of the Company without any early notice for any cause.

Table 2. Members of the Management Board and their position in the Company

Name	Position in the Company
Virgeda Jackaitė	Member of the Management Board, Chief Executive Officer
Deividas Jacka	Chairman of the Management Board
Lina Banytė-Surplienė	Member of the Management Board (an independent member)

Table 3. Education and experience of the Management Board

<table>
<tr>
<td>Virgeda Jackaitė
Member of the Management Board, CEO

Education
▪ University of Birmingham, Bachelor of Accounting and Finance (2012-2015)
▪ St. Clare’s, Oxford, International baccalaureate (2010-2012)

Experience
▪ Civinity AB- Chief Executive Officer (from 2023)
▪ Civinity Engineering UK, LTD- Chief Executive Officer (from 2021)
▪ Tradeweb, Vice President, Financial Analysts (from 2018 till 2021)
▪ Conde Nast Britain – Management Accountant (from 2017 till 2018), Advertising Administration Assistant (from 2016 till 2017)</td>
<td>Deividas Jacka
Chairman of the Management Board

Education
▪ Stockholm School of Economics in Riga, Executive MBA (2018 – 2020)
▪ Klaipėda University, Bachelor of Business Administration (2001 – 2005)

Experience
▪ Civinity AB – Chairman of the Management Board (from 2020), Chief Executive Officer (from 2020 till 2023), Chief of Business development (from 2014 till 2020);
▪ Nord Fin Assets SIA – Member of the Board (from 2020);
▪ Pentaframe UAB- Chief Executive officer (from 2020)</td>
</tr>
<tr>
<td>Lina Banytė-Surplienė
Member of the Management Board

Education
▪ Stockholm School of Economics in Riga, Bachelor of Economics and Business Administration (2002- 2005)
▪ Vilnius University International business school, Master of International Business and law (2007-2009)

Experience
▪ TaxTactic, MB, Co-Founder and Chief Executive Officer (from 2023)
▪ Raising free kids, MB, Co-Founder and Chief Executive Officer (from 2018)
▪ PriceWaterHouseCoopers, UAB- Tax director and Head of Corporate taxes (from 2019 till 2021), Senior manager (from 2005 till 2019).</td>
<td></td>
</tr>
</table>

Principal activities outside the Company of members of the management
Board member Lina Banytė-Surpliene is currently acting as cofounder and Chief Executive Office of Tax Tactics, MB and Raising free kids, MB. In Company’s opinion this activity does not result in any conflict with the interest of the Group.

Deividas Jacka is currently acting as Chief Executive officer in Pentaframe UAB. In Company’s opinion this activity does not result in any conflict of interest of the Group.

As of the date of this Information Document, neither the Manager of the Company, nor any member of the Management Board engages in any other activities, which has or may have significant effect on the Company, competence of management and experience.

Litigation statement of the members of the management
Within the last 2 (two) years neither the Manager, nor any members of the Management Board have been liable for violations of legal acts, regulating the markets in financial instruments. In addition, neither the CEO of the Issuer nor any member of the Management Board: (i) has been already convicted of fraud or other economic offences; nor (ii) has held an executive function in the form of a senior manager or a member of the administrative management or supervisory bodies, of any company, or a partner in any partnership, at the time of or preceding any bankruptcy, receivership or forced liquidation; nor (iii) has ever been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of a company or from acting in the management or conduct of the affairs of any company.

Nonetheless, please note that criminal case was initiated in 2019 and charges pursuant to Section 195 of the Criminal Law of Latvia were presented to Deividas Jacka on 7 January 2022. According to the prosecution's opinion, he has committed money laundering in large-scale volume. Besides Deividas Jacka, charges have been brought against 6 more persons from various Latvian business companies within the scope of the criminal case.

According to the indictment, Deividas Jacka is charged with certain actions, which prosecutor calls money laundering. The prosecutor claims in the indictment that Deividas Jacka, being an indirect shareholder of the one Latvian company, knew about the fact that this company was disposing of possibly illegally obtained income. The prosecutor also claims the indictment that Deividas Jacka, being an indirect shareholder of this company, possibly illegally instructed the manager of this company to make a bank transfer to Hungarian company. The prosecutor claims that there was no basis for the above-mentioned order and that Deividas Jacka was allegedly aware of this matter.

According to the defence counsel, the prosecution against Deividas Jacka is confusing, unclear and unfounded. According to the laws of the Republic of Latvia decisions regarding the company's activities, including bank transfers (to whom to transfer, with whom to settle, etc.) are made by the company's manager, but not by the indirect shareholder. Neither other charges have been filed against Deividas Jacka nor anybody has filed any property claims against Deividas Jacka. Deividas Jacka explains that he had not been related to any criminal group, he had never been involved in money laundering.

Currently the case is within the stage of hearing by the Economic Court as the first instance court. The next court hearing will be held on 4 October 2023.

In compliance with the provisions of Section 19.1 of the Criminal Procedure Law, Deividas Jacka should be considered as not guilty, i.e., a person who has not committed any offence, as in compliance with both the Latvian and the international legislation, a person's guilt is only established by a court judgement which has entered into force.

Conflicts of interest of members of the administrative and management bodies
The Company is not aware of any potential conflict of interests between any duties to the Company of the members of the Management Board or the Management of the Company.

There are no arrangements or understandings with the Sole Shareholder of the Issuer, customers, suppliers or others, pursuant to which any member of the Management was selected as a member of the administrative, management or member of senior management.

3.3 Business Description

Principal activities of the Issuer

The Group companies controlled by AB "Civinity" (further name as "the Group") provide facility management, administration, engineering system installation, maintenance and repair services, participate in renovation projects, carry out indoor, outdoor area maintenance and cleaning, provide household administrative services. Currently the Group companies operate in Lithuania, Latvia, and United Kingdom. In 2021 group co-owned company Civinity Engineering UAB started heating, ventilation, and automatic project in United Kingdom through direct subsidiary Civinity Engineering UK. The Group's areas of activity are relatively stable and include commercial and residential property administration, cleaning services and engineering systems installation, maintenance and repair services.

Year 2022 was significant for the group because of two acquisition transactions: at 1st of March 2022 Servico UAB was merged to the Group and at 18 of May 2022 four companies Inservis UAB, Priemiestis UAB, Jurita UAB and Inservis SIA (Latvia), hereinafter Inservis group were acquired.

At 16 of December 2021, AB "Civinity" signed the shareholders agreement with company Sail Invest UAB and agree to merge residential companies Civinity namai UAB, Civinity namai Vilnius UAB, Servico UAB and part of Pastatų meistrai UAB under ownership of SPV-31 UAB, which already controls company Civinity Solutions UAB. The merger of the mentioned companies finished on 28 February 2022 and now company SPV-31 UAB controls 100% shares of above-mentioned companies which mainly operates in Vilnius district. As a part of this merger and reorganisation, the new group company Civinity Meistrai UAB was established which covers technical, cleaning and other services outside the Vilnius district.

At 28 of December 2021 SPV-31 UAB signed shares purchase agreement with company AB "Invalda INVL" and UAB įmonių grupė "Inservis" (Lithuania) to acquire 100 % of shares of Priemiestis UAB, Jurita UAB , Inservis UAB and Inservis SIA. The last company operates in Latvia. The transaction and take over was completed on 18 May 2022. A major part of the transaction was financed by Luminor Bank granted EUR 4.900 thousand loan for a 5 years period.

The most important buildings segments, administrated by the Civinity group are residential apartment buildings, commercial buildings and public services buildings (health care and administration).

In 2022 the Group's consolidated revenues increased by EUR 25.529 thousand and amounted to EUR 74.158 thousand (2021: EUR 48.629 thousand). The key factors for the revenue sharp increase in 2022 was revenues from the acquisition of Servico UAB and Inservis Group by co-owned SPV-31 group and operations in engineering business segment in UK result.

The Group's consolidated EBT or profit before tax for 2022 decreased and amounted to EUR 1.073 thousand (2021: EUR 2.092 thousand). EBT or profit before tax margin was equal to 1.45% in 2022 (2021 EBT margin: 4.30%). The main factors for the Group consolidated EBT level in 2022 were as follow: increase in revenues for EUR 25.529 thousand, decrease in administration expenses margin because of the synergy of the new acquisitions (administration expenses margin decreased by 2.2 bps., from, 18.7% in 2021 to 16.5% in 2022) and increase of financial expenses - paid interest to bond holders and interest for Luminor bank loan.

As at 31 December 2022, the Group had 1.711 employees (31 December 2021: 1.517 employees).

In 2023, the Group plans further development of its business activities in main business segments mixing organic growth and acquisitions strategy. The main focus will stay on the growth in facilities management services in residential, commercial property management and engineering operations.

In January 2023 AB "Civinity" finalized the procedures of the acquisition of 51% Valandinis UAB majority stake of shares from UAB "Partly".

Valandinis created platform is an intermediary between construction contractors and freelance builders. Most construction companies are suffering from irregular orders and have difficulty maintaining staff. On contrast, Valandinis platform brings together the best builders in the market, and contractors hire them as needed. This is at least 30% more efficient than the traditional model, which means that Valandinis platform specialists earn more.

On 26 January 2023 AB "Civinity" sold 100 percent stake of shares of Pilsetas Lifti SIA to Lithuania based company UAB "Profi Invest".

In the first half of 2023 the Group's consolidated revenues increased by EUR 11.14 million (increase of 33%) if compared to the same period in year 2022 and amounted to EUR 45 million (for first half year 2022 it was EUR 33.82 million). Gross profit for the first half year 2023 have increased by EUR 1.6 million (increase by 22 %) if compared to first half year 2022 and amounted to EUR 8.8 million (EUR 7.2 million EUR for first half year 2022). One of the key factor for the revenue and gross profit increase was successful integration of the companies acquired by the Group in the first half year of 2022.

The total revenues in Lithuanian market operations during six month of 2023 amounted to EUR 32.6 million (EUR 19.4 million in first half year of 2022), accordingly revenue in Latvia and United Kingdom market comprise EUR 9.7 million (EUR 8.7 million in 2022 first six month) and EUR 2.8 million (EUR 5.8 million in 2022 first six month).

The Group's net profit for first six months of 2023 have increased by EUR 1.2 million if compared to the same period in year 2022 and amounted to EUR 1.972 million (2022 first half year: EUR 0.779 million profit). Net profit margin has increased as well and was equal to 4.4% (2.3% for first half year 2022).

As of 30 June 2023, the Group had 1,457 employees in Lithuania, Latvia and United Kingdom.

Information about the investment projects

The Company is currently executing the following investment projects:

Acquisition of 80% of shares of Ionica Serviss, SIA

The Company plans to acquire 80 percent of shares in Ionica Serviss, SIA, the company, which main area of activity is installation and maintenance of ventilation and conditioning systems, assembly of control and automation systems (BMS).

Target overview

The main field of working of the company is Building Management Systems. The main goal of this company is to create Building Management System projects, that will help to save energy resources and make system maintenance more efficient.

Company's turnover in 2022 comprise EUR 2,184 million which has increased by 26%, compared to year 2021 (EUR 1.7 million). Company's net profit for year 2022 comprise EUR 16 thousand (EUR 184 thousand in year 2021). Average number of employees in the company for year 2022 is 38.

Transaction rationale

The acquisition of Ionica Serviss, SIA will double revenues of the Group from building engineering system installations and maintenance services in Latvia market and will allow to expand its experience in BMS design. This will place the Group as more significant player in this market with more value-added services.

Unification of systems used for accounting and billing

The Group is planning to transfer to and digitalise billing and accounting processes of companies acquired in year 2022 (Sevico UAB and Inservis group companies) to unified systems which are used by the rest of Group companies n Lithuania. This covers usage of the same accounting system, same billing system and usage of FMS (facility management system) system. This transfer will be performed by the suppliers maintaining the accounting and billing systems and internal group subsidiary Smart Technologies UAB team for FMS.

Transaction Rationale

This transfer of billing and accounting activities will replace current manually managed and executed processes, improve data quality and customer satisfaction. Process automation via IT systems enhancements will allow to reduce current back office, sales force, accounting, billing and dept management employees' quantity.

Transaction structure and valuation

Transfer of billing and accounting activities to unified systems should be fully finalised in the first half year of 2024. It will be done by Blue bridge, Hansa, Labis and Rivile team (EUR 100 thousand).

3.4 Overview of the Financial Information

The consolidated financial information of the Issuer as of and for the half year ended 30 June 2023, the consolidated financial information of the Issuer as of and for the year ended 31 December 2022 and financial information as of and for the year ended 31 December 2021 included in this Base prospectus have been derived from the unaudited interim consolidated financial statements of the Issuer, as at and for the half year period ended 30 June 2023 prepared in accordance with the International Financial Reporting Standards as adopted by E.U. ("IFRS") (the "2023 1st half year Financial statements"), the audited consolidated financial statements for the financial year ended 31 December 2022 prepared in accordance with IFRS (the "2022 Financial statements") and audited financial statements for the year ended 31 December 2021 prepared in accordance with IFRS (the "2021 Financial statements").

Certain amounts and percentages which appear in this Base Prospectus have been subject to rounding adjustments and, accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

PriceWaterhouseCoopers UAB, independent auditors, with registered address J. Jasinskio st. 16B, Vilnius Lithuania audited the 2022 Financial statements and the 2021 Financial statements and issued unqualified auditors' reports on the aforementioned financial statements.

Financial ratios

Liquidity ratio of the Group

	31 December 2021	30 June 2022	31 December 2022	30 June 2023
Liquidity ratio	0.94	0.94	0.70	0.75
Adjusted liquidity ratio*	1.2	1.2	0.87	0.93

Decrease of liquidity ratio in 2022 and 2023 related with payable Bonds which mature in 2023 October.

The existing credit facilities of the Group contain financial covenants. Its values for the period in scope are provided in the tables below:

Covenants applicable for the whole Group:

	31 December 2021	30 June 2022	31 December 2022	30 June 2023
Groups consolidated Net DEBT/EBITDA not higher than 4	1.74	2.48	2.15	1.47
Equity to total assets ratio not less than 0.1	0.13	0.17	0.17	0.20

Covenants applicable for the consolidated numbers of SPV 31 part of the group:

	31 December 2022	31 March 2023	30 June 2023
Adjusted ** equity to total assets ratio not less than 0.3	0.37	0.37	0.37
Liquidity ratio not less than 1,1	0.91	0.91	0.9
Adjusted* liquidity ratio not less than 1,1	1.12	1.14	1.14

* In accordance with IFRS requirements, the Group classifies all prepayments received from households as short-term liabilities, as the Group does not have an unconditional right to defer settlement of these liabilities

for at least 12 months after the reporting period. Based on the historical experience and practice, the Group observes that accumulated funds from households for future construction, repair and current maintenance works can reduce year-over-year during 12-month period by only up to 10%-30% (which in the view of Management represents best estimate of current liabilities based on the plans approved by the owners of the buildings to carry out specific works in the current year less new funds to be accumulated during the same period). The remaining 70-90% of the company's liability for accumulated funds paid by residents are expected to be carried forward and settled by delivering services after more than one year. Based on management estimations all contract liabilities are current considering the operating cycle of the Group, however for cash flow purposes because 70-90% of the prepayments from households are classified as non-current liabilities.

** Calculation adjusted as to specific Bank requirements with regards to loans with related parties.

Financial statements

The following tables set forth summary consolidated financial information of the Issue as of and for the period ended 30 June 2023, summary consolidated financial information of the Issuer as of and for the period ended 31 December 2022, respectively.

Interim consolidated statement of financial position

	At 30 June 2023 (unaudited)	At 31 December 2022 (audited)
ASSETS		
Non-current assets		
Goodwill	12 766	12 759
Other intangible assets	8 399	8 412
Property, Plant, and Equipment	1 271	1 261
Right-of-use assets	1 666	1 953
Other investments	75	47
Deferred income tax assets	534	281
Loans granted	1 452	1 625
Other amounts receivable LT	392	565
Total non-current assets	**26 555**	**26 903**
Current assets		
Inventories	670	588
Contract assets	473	623
Trade receivables	16 310	15 016
Other amounts receivable	3 427	2 675
Other current assets	1 528	1 420
Cash and cash equivalents	6 848	6 212
Total current assets	**29 257**	**26 535**
TOTAL ASSETS	**55 812**	**53 438**
EQUITY AND LIABILITIES		
Equity		
Share capital	100	100
Retained earnings	4 429	3 105
Equity attributable to shareholders of the Parent	4 529	3 205
Non-controlling interest	6 348	5 970
Total equity	**10 878**	**9 175**
Liabilities		
Non-current liabilities		
Borrowings	4 016	4 287
Lease liabilities	1 034	1 320
Other payables	122	122
Deferred income tax liability	59	36
Provisions	236	196
Other non-current liabilities	316	156
Total non-current liabilities	**5 783**	**6 117**
Current liabilities		
Borrowings	9 058	8 939
Lease liabilities	632	625
Trade payables	13 411	12 977
Contract liabilities	8 603	8 552
Income tax liability	535	385
Other current liabilities	6 913	6 668
Total current liabilities	**39 152**	**38 146**
Total liabilities	**44 934**	**44 263**
TOTAL EQUITY AND LIABILITIES	**55 812**	**53 438**

Interim consolidated statement of profit or loss and other comprehensive income

	30 June 2023 (unaudited)	30 June 2022 (unaudited)
Revenue from contracts with customers	44 971	33 823
Cost of sales	(36 174)	(26 607)
Gross profit	**8 797**	**7 216**
Distribution expenses	(224)	(169)
Administrative expenses	(6 023)	(5 879)
Impairment of financial assets	-	(42)
Other income	13	114
Other gains (losses) – net	88	31
Results from operating activities	**2 651**	**1 271**
Interest income	116	15
Interest expenses	(430)	(484)
Profit before income tax	**2 337**	**802**
Income tax expense	(365)	(23)
Profit for the period	**1 972**	**779**
Other comprehensive loss	-	-
Total comprehensive income for the period – net of tax	**1 972**	**779**
Profit for the period and total comprehensive income attributable to:		
Parent’s shareholders	1 324	223
Non-controlling interest	647	556
	1 972	**779**

Interim consolidated statements of cashflow

	2023 1HY	2022 1 HY
Cash flows from operating activities		
Profit before tax	**2 337**	**802**
Adjustments for non-cash expenses (income):		
Depreciation and amortisation	1 111	891
Loss allowances (reversal)	-	42
Interest expenses	430	484
Interest income	(116)	(15)
(Gain) loss on disposal of Property, Plant and Equipment	-	(31)
Provisions	39	23
Deffered tax change	(219)	-
Other gain (loss) - net	(114)	-
Changes in working capital		
(Increase) decrease in inventories	(136)	161
Decrease in trade receivables	(1 032)	(184)
Decrease in prepayments	(108)	(472)
Decrease in contract assets	150	(37)
(Increase) decrease in other amounts receivable	(303)	(315)
Increase in trade payables	229	1 531
Increase (decrease) in contract liabilities	51	859
(Decrease) in other amounts payable	558	750
Income tax paid	(224)	(1)
Net cash flows generated from operating activities	**2 652**	**4 488**
Cash flows from investing activities		
Purchase of intangible assets	(168)	(397)
Purchase of Property, Plant and Equipment	(209)	(352)
Disposal of non-current assets	-	90
Loans granted	(368)	(301)
Sale of subsidiary, net of cash disposed	(55)	-
Purchase of other investment	(50)	-
Interest received	-	15
Acquisition of subsidiaries, net of cash acquired	101	(6 396)
Net cash flows used in investing activities	**(749)**	**(7 341)**
Cash flows from financing activities		
Interest paid	(332)	(449)
Proceeds from borrowings	110	5 083
Repayments of borrowings	(563)	(82)
Lease payments	(389)	(397)
Dividends paid	(93)	-
Net cash flows generated from (used in) financing activities	**(1 268)**	**4 155**
Net increase (decrease) in cash flows	**635**	**1 302**
Cash and cash equivalents at the beginning of the period	**6 212**	**4 131**
Cash and cash equivalents at end of the period	**6 848**	**5 432**

Interim consolidated statements of Changes in equity

	Share capital	Retained earnings	Equity attributable to shareholders of the Parent	Non-controllin g interest	Total equity
Equity as at 1 January 2022	**100**	**3 572**	**3 672**	**1 023**	**4 696**
Profit (loss) for the period		(119)	(119)	897	779
Total comprehensive income for the period		**(119)**	**(119)**	**897**	**779**
Transfer to minority interest		(348)	(348)	348	0
Acquisition of minority interest		-	-	3 701	3 701
Total transactions between equity holders		**(348)**	**(348)**	**4 050**	**3 701**
Equity as at 31 December 2022	**100**	**3 105**	**3 205**	**5 970**	**9 175**
Profit (loss) for the period		1 324	1 324	647	1 972
Total comprehensive income for the period		**1 324**	**1 324**	**647**	**1 972**
Dividends paid to non-controlling interests in subsidiaries		-	-	(270)	(270)
Equity as at 30 June 2023	**100**	**4 429**	**4 529**	**6 347**	**10 878**

	At 31 December 2022 (audited)	At 31 December 2021 (audited)
ASSETS		
Non-current assets		
Goodwill	12 759	8 036
Other intangible assets	8 412	4 667
Property, Plant, and Equipment	1 261	761
Right-of-use assets	1 953	973
Other investments	47	34
Deferred income tax assets	281	244
Loans granted	1 625	1 229
Other amounts receivable	565	69
Total non-current assets	**26 903**	**16 012**
Current assets		
Inventories	588	557
Contract assets	623	137
Trade receivables	15 016	11 104
Other amounts receivable	2 675	2 459
Other current assets	1 420	1 429
Cash and cash equivalents	6 212	4 131
Total current assets	**26 535**	**19 815**
TOTAL ASSETS	**53 438**	**35 827**
EQUITY AND LIABILITIES		
Equity		
Share capital	100	100
Retained earnings	3 105	3 572
Equity attributable to shareholders of the Parent	3 205	3 672
Non-controlling interest	5 970	1 024
Total equity	**9 175**	**4 696**
Liabilities		
Non-current liabilities		
Borrowings	4 287	8 986
Lease liabilities	1 320	508
Other payables	122	122
Deferred income tax liability	36	37
Provisions	196	124
Other non-current liabilities	156	323
Total non-current liabilities	**6 117**	**10 100**
Current liabilities		
Borrowings	8 939	100
Lease liabilities	625	480
Trade payables	12 977	9 220
Contract liabilities	8 552	5 342
Income tax liability	385	437
Provisions	-	50
Other current liabilities	6 668	5 402
Total current liabilities	**38 146**	**21 031**
Total liabilities	**44 263**	**31 132**
TOTAL EQUITY AND LIABILITIES	**53 438**	**35 827**

Consolidated statement of profit or loss and other comprehensive income

	2022 (audited)	2021 (audited)
Revenue from contracts with customers	74 158	48 629
Cost of sales	(59 771)	(36 780)
Gross profit	**14 387**	**11 849**
Distribution expenses	(443)	(379)
Administrative expenses	(12 238)	(9 114)
Impairment of financial assets	(94)	(366)
Other income	208	244
Other gains (losses) – net	55	(12)
Results from operating activities	**1 876**	**2 587**
Interest income	110	45
Interest expenses	(913)	(539)
Profit before income tax	**1 073**	**2 092**
Income tax expense	(294)	(646)
Profit for the period	**779**	**1 447**
Other comprehensive loss	-	**-**
Total comprehensive income for the period – net of tax	**779**	**1 447**
Profit for the period and total comprehensive income attributable to:		
Parent's shareholders	(119)	1 005
Non-controlling interest	897	441
	779	**1 447**

Consolidated statements of cash flow

	2022 (audited)	2021 (audited)
Cash flows from operating activities		
Profit before tax	**1 073**	**2 092**
Adjustments for non-cash expenses (income):		
Depreciation and amortisation	2 245	1 467
Loss allowances (reversal)	95	366
Interest expenses	913	539
Interest income	(110)	(45)
(Gain) loss on disposal of Property, Plant and Equipment	(55)	12
Provisions	(73)	(12)
Changes in working capital		
(Increase) decrease in inventories	334	(438)
Decrease in trade receivables	(1 605)	(1 073)
Decrease in prepayments	(693)	(904)
Decrease in contract assets	(487)	(89)
(Increase) decrease in other amounts receivable	491	(898)
Increase in trade payables	2 538	2 692
Increase (decrease) in contract liabilities	1 266	(1 063)
(Decrease) in other amounts payable	(468)	(1 764)
Income tax paid	(179)	-
Net cash flows generated from operating activities	**5 286**	**516**
Cash flows from investing activities		
Purchase of intangible assets	(564)	(152)
Purchase of Property, Plant and Equipment	(480)	(586)
Disposal of non-current assets	135	107
Loans granted	(513)	(1 213)
Loan repayments received	117	-
Interest received	-	45
Acquisition of subsidiaries, net of cash acquired	(4 245)	-
Net cash flows used in investing activities	**(5 552)**	**(1 799)**
Cash flows from financing activities		
Interest paid	(792)	(350)
Proceeds from borrowings	5 083	8 000
Repayments of borrowings	(1 017)	(6 000)
Lease payments	(927)	(611)
Net cash flows generated from (used in) financing activities	**2 348**	**1 039**
Net increase (decrease) in cash flows	**2 082**	**(243)**
Cash and cash equivalents at the beginning of the period	**4 131**	**4 374**
Cash and cash equivalents at end of the period	**6 212**	**4 131**

Consolidated statements of changes in equity

	Share capital	Retained earnings	Equity attributable to shareholders of the Parent	Non-controllin g interest	Total equity
Equity as at 1 January 2021	**100**	**2 933**	**3 032**	**583**	**3 615**
Profit (loss) for the period		639	639	441	1 080
Total comprehensive income for the period		**639**	**639**	**441**	**1 080**
Equity as at 1 January 2022	**100**	**3 572**	**3 672**	**1 023**	**4 696**
Profit (loss) for the period		(119)	(119)	897	779
Total comprehensive income for the period		**(119)**	**(119)**	**897**	**779**
Transfer to minority interest		(348)	(348)	348	0
Acquisition of minority interest		-	-	3 701	3 701
Total transactions between equity holders		**(348)**	**(348)**	**4 050**	**3 701**
Equity as at 31 December 2022	**100**	**3 105**	**3 205**	**5 970**	**9 175**

Capitalisation of the Group

The Issuer is of the opinion that the Group has sufficient working capital for its present requirements, i.e., for at least the next 12 (twelve) months commencing as of the date of this Document.

The tables below present the information on the consolidated capitalisation of the Group as of 30 June 2023. The tables below should be read in conjunction with Financial Statements of the Issuer.

Table 4: Capitalisation of the Group (EUR'000)

Item	30 June 2023 *(unaudited)*
Current debt:	
Current portion of non-current borrowings	9 058
Current portion of non-current obligations under finance lease	632
Short-term borrowings from banks, legal entities and private individuals	0
Total	9 690
Guaranteed	0
Secured	980
Unguaranteed/Unsecured	8 710
Non-Current debt (excluding current portion of long-term debt):	
Non-current borrowings from banks, legal entities and private individuals	4 016
Obligations under finance lease	1 034
Total	5 050
Guaranteed	0
Secured	2 858
Unguaranteed/Unsecured	2 192
Shareholder's equity:	
Share capital	100
Share premium	0
Revaluation reserve	0
Legal reserve	0
Reserve for granting of shares	0
Currency exchange differences	0
Retained earnings / (accumulated deficit)	4 429
Minority interest	6 348
Total	10 878
Total Capitalization (total current debt + total non-current debt + total equity)	25 618

Source: the Company

3.5 Other information

Dividend policy

The Company has no approved any dividend policy. Usually, free funds are used for financing the development of business and acquisitions. The dividend policy of Subsidiaries of the Company may be summarised as follows:

(i) the management of the respective Subsidiaries intends to suggest to the general meetings of shareholders of the Subsidiaries concerned for distribution not more than 50% of annual profit of the respective Subsidiary. If the stability of activities of the Company further raises, this amount may be reviewed in the future and increased.
(ii) the management of the respective Subsidiaries may suggest to the general meetings of shareholders of the Subsidiaries concerned for the financial year also if during the respective accounting period the Subsidiary has incurred lost, however, it has undistributed profit from the previous accounting periods. This provision is applied only in case, the necessary need is in place for the Issuer to receive the dividends to finance the business development.

Profit forecasts or estimates
The Issuer has not made a decision to include the profit forecasts or estimates in the Document.

Legal and arbitration proceedings
There are no ongoing material legal proceedings or legal proceedings in previous reporting periods against the Issuer, and petitions of insolvency, instituted bankruptcy proceedings. In addition, the Issuer is not engaged in or, to the Management's knowledge, has currently threatened against it any governmental, legal, or arbitration proceedings which may have, or have had during the 12 months preceding the date of this Information Document, a significant effect on our financial position or profitability.

Related party transactions
The parties are deemed to be related when one party has a power to exercise control over the other party or make significant influence on its financial and operation decisions. According to this description the Company and its related parties are:

(i) its parent company Nord Finn Assets SIA. There are no periodical transactions (management fee or similar) with the Group as all management is operating in the Company (acting as a holding company). During 2021 and 2022 the Group provided loans and accrued interest for provided loans to parent company in amount of EUR 821 thousand and EUR 257 thousand accordingly. For more information on this transaction please see Note 23 of the annual Financial Report of 2022.

(ii) Management team, which consist of CEO, members of the Management Bord and Group's directors. Payments made to them amounted to EUR 434 thousand in 2022, including base renumeration, social taxes and car rental expenses, which are stated as part of benefits of the Group. No loans, guarantees or any other amounts were paid or calculated to the above management of the Group and no assets were transferred to them in year 2021 and 2022.

(iii) Other related parties: Pentaframe Capital UAB (registration No. 305570975, registered in Draugystės str. 17-1, Kaunas, the Republic of Lithuania, which is an entity, fully controlled by the ultimate shareholder of the Company Deividas Jacka. Pentaframe Capital UAB investments are focused mainly in to residential, commercial facilities management technological solutions, payment collection and aiming to increase value for B2C and B2B clients all over the Group's operations. During year 2021 and 2022 the Group provided loans and accrued interest for the loans provided to Pentaframe Capital UAB in amount of EUR 372 thousand and EUR 190 thousand accordingly. For more information on this transaction please see Note 23 of the annual Financial Report of 2022.

Incentive programmes for the employees
The Company has approved incentive programme for its administrative employees. All the administrative employees of the Company are entitled to the variable remuneration motivation system, according to which, upon achievement of the Company's and individual annual goals, employees are paid a one-off annual bonus. Bonus amount:
(i) Manager and heads of departments (functions): bonus from 12.5% to 25% of their annual work pay;
(ii) Heads of units: bonus from 4.5% to 9% of their annual work pay;
(iii) Specialists: bonus from 2.3% to 4.5% of their annual work pay.

The bonus is paid in case at least 90% of the Group's EBITDA target is achieved (the lower amounts of the bonuses indicated above are paid) or more (in case 100% is achieved, the upper amounts of the bonuses indicated above are paid) and if at least 75% of individual goals are achieved. If the achieved Group's EBITDA exceeds 100% of the target, each additional 1% of EBITDA above 100% converts into 0.2% of additional bonus of the employees' annual work pay. No cap is set.

The Group's EBITDA target is approved by the Management Board, individual goals of employees are set and approved by his/her direct supervisor. The bonus amount is assessed based on the respective employee's average work pay for the past 12 months. The annual bonus is paid to employees working for the Company for at least 6 months. In such a case, the bonus pay is reduced pro rata to the number of months the employee has worked for the Company. If the employee's employment relationship ends with a Company before payment of the annual bonus (irrespective of the reason for termination of the employment contract), no annual bonus is paid. Annual bonuses are calculated and paid to the employees after the Management Board approves audited financial results.

Specific bonus amounts due to employees are approved:
(i) for the Manager – by the Management Board;
(ii) for other employees – by the Chief Executive Officer of the Company.

Material contracts, patents and other documents

Neither the Company nor its Subsidiary have any significant contracts, patents and other documents[1], other than agreements related to the borrowings among the Group companies and with credit institutions.

[1] For the purposes of the Rules of First North in Lithuania, a contract, patent or other documents shall be deemed significant if their monetary value accounts for 10% or more of the Issuer's equity capital or 10% or more of the bond issue.

IV. DESCRIPTION OF THE BONDS

4.1 General Terms and Conditions of the Bonds

GENERAL TERMS AND CONDITIONS OF

CIVINITY AB

(a public limited liability company incorporated and existing under the laws of the Republic of Lithuania, registration No. 302247881)

FOR THE ISSUANCE UP TO EUR 8,000,000

FIXED RATE BONDS WITH THE MATURITY UP TO 2 YEARS

The following is the text of the General Terms and Conditions which, as completed by the relevant Final Terms, will constitute terms and conditions of each Bond issued under these General Terms and Conditions. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Bonds may supplement, amend, or replace any information in these General Terms and Conditions.

1. Introduction

a) **General Terms and Conditions**: Civinity AB (the "**Issuer**") has established these General Terms and Conditions (the "**Terms and Conditions**") of Civinity AB for the issuance of up to EUR 8,000,000 (eight million euros) in aggregate principal amount of fixed rate Bonds (the "**Bonds**") for maturity up to 2 years.

b) **Final Terms**: Bonds under the Terms and Conditions will be issued in one series (a "**Series**") and the Series will comprise one tranche (a "**Tranche**") of Bonds. The Tranche is the subject of a final terms (the "**Final Terms**") which completes these Terms and Conditions. The terms and conditions applicable to any particular Tranche of Bonds are these Terms and Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Terms and Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

c) **The Bonds**: All subsequent references in these Terms and Conditions to "Bonds" are to the Bonds which are the subject of the relevant Final Terms. Bonds will be unsecured fixed rate Bonds only. Copies of the relevant Final Terms may be obtained from the Issuer at Naugarduko Str. 98, Vilnius, the Republic of Lithuania.

d) By subscribing for Bonds, each initial Bondholder agrees that the Bonds shall benefit from and be subject to these Terms and Conditions and the Final Terms, and by acquiring Bonds each subsequent Bondholder confirms these Terms and Conditions and the Final Terms.

2. Interpretation

a) *Definitions:* In these Terms and Conditions the following expressions have the following meanings:

"**Accounting Principles**" means the international financial reporting standards (**IFRS**) within the meaning of Regulation 1606/2002/EC (or as otherwise adopted or amended from time to time).

"**Bank of Lithuania**" shall mean the Bank of Lithuania, the Lithuanian financial supervision authority.

"**Business Day**" means a day on which banks in Vilnius are open for general business.

"**Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day.

"**Compliance Certificate**" means a certificate, in form and substance reasonably satisfactory to the Trustee, signed by an authorised signatory of the Issuer certifying that (A) there was no breach of any undertakings set forth in Clause 13; (B) so far as it is aware no Event of Default is continuing or, if it is aware that such event is continuing, specifying the event and steps, if any, being taken to remedy it

"**CSDR**" means Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012 as amended.

“**Certified Advisor**” means Advokatų kontora TGS Baltic, registered at address Konstitucijos ave. 21A, Vilnius, the Republic of Lithuania.

"**Dealer**" and “**Arranger**" means Akcinė bendrovė Šiaulių bankas, registration No 112025254, registered at address Tilžės str. 149, Šiauliai, the Republic of Lithuania, registered in the Lithuanian Register of Legal entities.

"**ESMA**" means the European Securities and Markets Authority, or such replacement or successor authority as may be appointed from time to time.

"**EUR**" means the lawful currency of Lithuania.

"**Event of Default**" means an event or circumstance specified in Clause 14.

"**Financial Report**" means the annual consolidated and stand-alone financial statements of the Issuer and the semi-annual consolidated and stand-alone interim statements of the Issuer prepared in accordance with the applicable law.

“**First North**” means the multilateral trading facility (as defined in Directive 2014/65/EU on markets in financial instruments) *First North* in Lithuania, administrated by the market operator Nasdaq Vilnius.

“**Group**” means the Company and its Subsidiaries collectively.

"**Interest**" means the interest on the Bonds calculated in accordance with Clauses 11(a) to 11(c) of these General Terms and Conditions.

"**Interest Commencement Date**" means the Issue Date of the Bonds as specified in the relevant Final Terms;

"**Interest Payment Date**" means dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and to the extent such day is not a Business Day, adjusted in accordance with the relevant Business Day Convention.

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

“**Interest Rate**" has the meaning given in the relevant Final Terms.

"**Issue Date**" has the meaning given in the relevant Final Terms.

"**Issuer**" means Civinity AB, a public limited liability company, registration No 302247881, registered at address Naugarduko str. 98, Vilnius, the Republic of Lithuania.

"**Maturity Date**" means the date specified in the relevant Final Terms.

"**Nasdaq CSD**" means the Issuer’s central securities depository and registrar in respect of the Bonds from time to time; initially Nasdaq CSD SE, registration No 40003242879, address Valnu str. 1, Riga, the Republic of Latvia.

"**Nasdaq Vilnius**" means AB Nasdaq Vilnius, registration No 110057488, address Konstitucijos ave. 29, Vilnius, the Republic of Lithuania.

"**Nominal Amount**" has the meaning set forth in Clause 6(a).

"**Bondholder**" means the Person who´s Bonds are registered on the Securities Account.

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, unincorporated organisation, contractual fund, government, or any agency or political subdivision thereof, or any other entity, whether or not having a separate legal personality.

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount and/or the Optional Redemption Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms.

"**Redemption Date**" means the date on which the relevant Bonds are to be redeemed or repurchased in accordance with Clause 12 (*Redemption and repurchase of the Bonds*).

"**Relevant Period**" means each period of 6 (six) or 12 (twelve) consecutive calendar months of the relevant Financial Report.

"**Securities Account**" means the account for dematerialised securities opened in the name of Bondholder with a financial institution which is a member of Nasdaq CSD.

"**Subsidiaries**" or "**Group Company**" means Subsidiaries of the Issuer.

"**Trustee"** means the Bondholders' Trustee under these Terms and Conditions from time to time; initially Legisperitus UAB, a limited liability company, established and existing under the laws of the Republic of Lithuania, registration No 302441904, address at Palangos str. 4, Vilnius, the Republic of Lithuania.

"**Trustee Agreement"** means the agreement entered into on or before the Issue Date between the Issuer and the Trustee, or any replacement Trustee agreement entered into after the Issue Date between the Issuer and the Trustee.

b) *Interpretation*: In these Terms and Conditions:

(i) any reference to principal shall be deemed to include the Redemption Amount, any withheld amounts in respect of principal which may be payable under Clause 10 (*Taxation*), any premium payable in respect of a Bond and any other amount in the nature of principal payable pursuant to these Terms and Conditions;

(ii) any reference to interest shall be deemed to include any withheld amounts in respect of interest which may be payable under Clause 10 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Terms and Conditions;

(iii) if an expression is stated in Clause 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "**not applicable**" then such expression is not applicable to the Bonds;

(iv) Unless a contrary indication appears, any reference in these Terms and Conditions to:

- "assets" includes present and future properties, revenues and rights of every description;
- any agreement or instrument is a reference to that agreement or instrument as supplemented, amended, novated, extended, restated or replaced from time to time;
- a "regulation" includes any regulation, rule or official directive (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department;
- a provision of law is a reference to that provision as amended or re-enacted; and
- a time of day is a reference to Lithuanian local time.

(v) An Event of Default is continuing if it has not been remedied or waived.

(vi) When ascertaining whether a limit or threshold specified in EUR has been attained or broken, an amount in another currency shall be counted on the basis of the rate of exchange for such currency against EUR for the previous Business Day, as published by the European Central Bank on its website (www.ecb.europa.eu). If no such rate is available, the most recently published rate shall be used instead.

(vii) A notice shall be deemed to be sent by way of press release if it is made available to the public within Lithuania promptly and in a non-discriminatory manner.

(viii) No delay or omission of the Trustee or of any Bondholder to exercise any right or remedy under these Terms and Conditions shall impair or operate as a waiver of any such right or remedy.

3. Principal Amount and Issuance of the Bonds

Under these Terms and Conditions for the issuance of Bonds the Issuer may issue Bonds up to an aggregate principal amount of EUR 8,000,000 (eight million euros) (the "**Bonds**").

4. Status of the Bonds

The Bonds constitute direct, unsecured, unconditional and unsubordinated 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.

5. Use of Proceeds

The net proceeds from the issue of Bonds will be used to refinance maturing bonds under ISIN LT0000405748.

6. Denomination, Title, Issue Price, Transfer and Underwriting

a) ***Denomination**:* Denomination of each Bond is EUR 1,000 (one thousand euros) (the "**Nominal Amount**") unless otherwise specified in the Final Terms.

b) ***Title to Bonds**:* The title to the Bonds will pass to the relevant investors when the respective entries regarding the ownership of the Bonds are made in their Securities Accounts.

c) ***Issue Price:*** The Bonds may be issued at their Nominal Amount or at a discount or a premium to their Nominal Amount (the "**Issue Price**"). The Issue Price shall be determined by the Issuer and specified in the applicable Final Terms.

The yield of each Tranche set out in the applicable Final Terms will be calculated as of the relevant Issue Date on an annual basis using the relevant Issue Price. It is not an indication of future yield.

d) ***Transfers of Bonds**:* The Bonds are freely transferrable. Bonds subscribed and paid for shall be entered to the respective book-entry Securities Accounts of the subscriber(s) on a date set out in the Final Terms in accordance with the Lithuanian legislation governing the book-entry system and book-entry accounts as well as the Nasdaq CSD Rules.

e) ***No charge**:* The transfer of a Bond will be effected without charge by or on behalf of the Issuer. However, the investors may be obliged to cover expenses which are related to the opening of Securities Accounts with credit institutions or investment brokerage firms, as well as commissions which are charged by the credit institutions or investment brokerage firms in relation to the execution of the investor's purchase or selling orders of the Bonds, the holding of the Bonds or any other operations in relation to the Bonds. The Issuer and or the Dealer will not compensate the Bondholders for any such expenses.

f) ***Underwriting:*** None of the Tranches of Bonds will be underwritten.

7. Bonds in Book-Entry Form

The Bonds shall be issued as registered book-entry (dematerialised) securities as entries within Nasdaq CSD, which is regional Baltic central securities depository (CSD) with a business presence in the Republic of Lithuania, the Republic of Latvia and the Republic of Estonia. Nasdaq CSD is licensed under the CSDR and authorised and supervised by the Bank of Latvia. Nasdaq CSD operates as the operator of the Lithuanian securities settlement system, which is governed by Lithuania law and notified to the ESMA in accordance with the Settlement Finality Directive 98/26/EC and provides central securities deposit services, clearance and settlement of securities transactions and maintenance of the dematerialised securities and their Bondholders in accordance with the applicable Lithuania legislation. Consequently, the Bonds exist as an electronic entry in a securities account with Nasdaq CSD. Only persons holding the Bonds directly or indirectly (e.g., through omnibus accounts maintained by investment firms) with Nasdaq CSD will be considered by the Issuer as the Bondholders of such Bonds.

8. Right to Act on Behalf of a Bondholder

a) If any Person other than a Bondholder wishes to exercise any rights under these Terms and Conditions, it must obtain a power of attorney (or, if applicable, a coherent chain of powers of attorney), a certificate from the authorised nominee or other sufficient proof of authorisation for such Person.

b) A Bondholder may issue one or several powers of attorney to third parties to represent it in relation to some or all of the Bonds held by it. Any such representative may act independently under these Terms and Conditions in relation to the Bonds for which such representative is entitled to represent the Bondholder.

c) The Trustee shall only have to examine the face of a power of attorney or other proof of authorisation that has been provided to it pursuant to Clauses 8(a) and 8(b) and may assume that it has been duly authorised, is valid, has not been revoked or superseded and that it is in full force and effect, unless otherwise is apparent from its face.

9. Payments to the Bondholders

a) ***Payments:*** Payments of principal amounts (including on the final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in Nasdaq CSD on the 2nd (second) Business Day preceding the due date for such payment, and payments of interest (including any other final redemption) due on the Bonds will be made to the Bondholders thereof, as appearing in Nasdaq CSD on the 3th (third) Business Day preceding the due date for such payment (the "**Record Date**")). Payment of amounts due on the final redemption of the Bonds will be made simultaneously with deletion of the Bonds. The Bondholders shall not be required to provide any requests to redeem the Bonds, as upon Maturity Date of the Bonds, the nominal value thereof with the cumulative interest accrued shall be transferred to the accounts indicated by the Bondholders without separate requests/requirements of the Bondholders. As of that moment the Issuer shall be deemed to have fully executed the obligations, related to the Bonds and their redemption, disregarding the fact, whether the Bondholder actually accepts the funds or not.

b) ***Payments subject to fiscal laws**:* All payments in respect of the Bonds are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Clause 10 (*Taxation*). No commissions or expenses shall be charged to the Bondholders in respect of such payments by the Issuer except for taxes applicable under Lithuania law. However, the investors may be obliged to cover commissions and/or other expenses, which are charged by the credit institutions or investment brokerage firms in relation to such payments. The Issuer and/or the Dealer will not compensate the Bondholders for any such expenses.

c) ***Payments on Business Days**:* If any date for payment in respect of any Bond or Interest is not a Business Day, the Bondholder shall not be entitled to payment until the next following Business Day nor to any interest or other sum in respect of such postponed payment.

10. Taxation

a) ***Gross up**:* All interest payments in the case of the Bonds by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Republic of Lithuania or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, in respect of interest, the Issuer shall pay such additional amounts as will result in receipt by the Bondholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Bond.

In that event, in respect of interest, the Issuer shall pay such additional amounts as will result held by or on behalf of a Bondholder which is liable to such taxes, duties, assessments or governmental charges in respect of such Bond by reason of it having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Bond.

b) ***Taxing jurisdiction**:* If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Lithuania, references in these Terms and Conditions to the Republic of Lithuania shall be construed as references to the Republic of Lithuania and/or such other jurisdiction.

11. Interest

a) *Accrual of interest:* Interest shall accrue for each interest period from and including the first day of the interest period to (but excluding) the last day of the interest period on the principal amount of Bonds outstanding from time to time. The first interest period commences on the Issue Date and ends on the first Interest Payment Date (the “**First Interest Period**”). Each consecutive interest period begins on the previous Interest Payment Date and ends on the following Interest Payment Date. The last interest period ends on the Maturity Date.

b) The interest payment on all Interest Payment Dates is determined according to the following formula:

CPN = F x C x n/365 where:

CPN – value of interest in EUR;

F – Nominal Value on the relevant Interest Payment Date;

C – annual interest rate (%) payable on the Bonds under these Terms and the respective Final Terms;

n – number of days calculated on actual month basis,

i.e., a day count convention Act/365 (ICMA) will be used.

12. Redemption of the Bonds

a) ***Scheduled redemption at the Maturity Date*****:** Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their Nominal Amount together with accrued but unpaid Interest on the Maturity Date, subject as provided in Clause 9 (*Payments to the Bondholders*).

b) ***Redemption at the option of the Issuer (call option):*** Bonds may be redeemable at the option of the Issuer prior to their Maturity Date in accordance with the following conditions:

(i) early redemption may occur at the discretion of the Issuer no earlier than 1 (one) year after the Issue Date;

(ii) at the respective Early Optional Redemption Amount, which will be at 100.5% of Nominal Amount plus accrued Interest from last Interest payment date.

Redemption in accordance with Clause 12(b) shall be made by the Issuer giving not less than 15 (fifteen) calendar days' notice to the Bondholders and the Trustee (which notice shall be irrevocable and shall specify the date fixed for redemption).

c) ***De-listing Event or Listing Failure Put Option***

If at any time while any Bond remains outstanding, there occurs (A) a **De-listing Event** (as defined below), or (B) a **Listing Failure** (as defined below), each Bondholder will have the option (the "**De-listing Event or Listing Failure Put Option**") (unless, prior to the giving of the **De-listing Event or Listing Failure Event Notice** (as defined below), the Issuer gives notice to redeem the Bonds under Clause 12(b)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of, all or part of its Bonds, on the **De-listing Event or Listing Failure Put Date** (as defined below) at a price per Bond equal to 101.00 (one hundred and one) per cent of the Nominal Amount together with interest accrued to, but excluding, the De-listing Event or Listing Failure Put Date.

Where:

A "**De-listing Event**" shall be deemed to have occurred if at any time following the listing of the Bonds, trading in the Bonds on First North is suspended for a period of 15 (fifteen) consecutive Business Days (when First North is at the same time open for trading).

A "**Listing Failure**" shall be deemed to have occurred if the Bonds issued under these Terms and Conditions are not listed on the First North within 6 (six) months after the Issue Date.

Promptly upon the Issuer becoming aware that a De-listing Event or Listing Failure has occurred, the Issuer shall give notice (a "**De-listing Event or Listing Failure Notice**") to the Bondholders in accordance with Clause 16 (*Notices*) specifying the nature of the De-listing Event or Listing Failure and the circumstances giving rise to it and the procedure for exercising the De-listing Event or Listing Failure Put Option contained in this Clause 12(c).

To exercise the De-listing Event or Listing Failure Put Option, the Bondholder must notify the Issuer at any time falling within the period of 30 (thirty) days after a De-listing Event or Listing Failure Notice is given (the "**De-listing Event or Listing Failure Put Period**"), accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the Issuer within the De-listing Event or Listing Failure Period (a "**De-listing Event or Listing Failure Notice**"). Payment in respect of any Bonds will be made, if the Bondholder duly specified a bank account in the De-listing Event or Listing Failure Put Exercise Notice to which payment is to be made, on the date which is the 5th (fifth) Business Day following the expiration of the De-listing Event or Listing Failure Put Period (the "**De-listing Event or Listing Failure Put Date**") by transfer to that bank account. A De-listing Event or Listing Failure Put Exercise Notice, once given, shall be irrevocable.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which the Bondholder may incur as a result of or in connection with such Bondholder's exercise or purported exercise of, or otherwise in connection with, any De-listing Event or Listing Failure Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

If 75 (seventy-five) percent or more in principal amount of the Bonds have been redeemed pursuant to this Clause 12(c), the Issuer may, on not less than 30 (thirty) but not more than sixty (60) calendar days' irrevocable notice to the Bondholders in accordance with Clause 16 (*Notices*) given within 30 (thirty) days after the De-listing Event or Listing Failure Put Date, redeem on a date to be specified in such notice at its option, all (but not some only) of the remaining Bonds at a price per Bond equal to 101.00 (one hundred and one) per cent. Of the Nominal Amount, together with interest accrued to, but excluding, the Redemption Date.

The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 12(c), if a third party in connection with the occurrence of a De-listing Event or Listing Failure, as applicable, offers to purchase the Bonds in the manner and on the terms set out in this Clause 12(c) (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 12(c), the Issuer shall repurchase any such Bonds within 5 (five) Business Days after the expiry of the time limit.

d) ***Redemption at the option of Bondholders upon a Change of Control.*** If at any time while any Bond remains outstanding, there occurs a Change of Control Event (as defined below) each Bondholder will have the option (the "**Change of Control Put Option**") (unless, prior to the giving of the Change of Control Event Notice (as defined below), the Issuer gives notice to redeem the Bonds under Clause 12(b)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of all of its Bonds, on the Change of Control Put Date (as defined below) at a price per Bond equal to 101.00 (one hundred and one) per cent. of the Nominal Amount together with interest accrued to, but excluding, the Change of Control Put Date.

Where:

A "**Change of Control Event**" shall be deemed to have occurred if at any time following the Issue Date of the Bonds Deividas Jacka (directly or indirectly) ceases to own, directly or indirectly, at least 50 (fifty) per cent +1 share of the paid-up share capital of the Issuer.

Promptly upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give notice (a "**Change of Control Put Event Notice**") to the Bondholders in accordance with Clause 16 (*Notices*) specifying the nature of the Change of Control Event and the circumstances giving rise to it and the procedure for exercising the Change of Control Put Option contained in this Clause 12(e).

To exercise the Change of Control Put Option, the Bondholder must notify the Issuer at any time falling within the period (the "**Change of Control Put Period**") of 30 (thirty) days after a Change of Control Put Event Notice is given, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the Issuer or Trustee within the Change of Control Put Period (a "**Change of Control Put Exercise Notice**"). Payment in respect of any Bonds will be made, if the Bondholder duly specified a bank account in the Change of Control Put Exercise Notice to which payment is to be made, on the date which is the 5th (fifth) Business Day following the expiration of the Change of Control Put Period (the "**Change of Control Put Date**") by transfer to that bank account. A Change of Control Put Exercise Notice, once given, shall be irrevocable.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which the Bondholder may incur as a result of or in connection with such Bondholder's exercise or purported exercise of, or otherwise in connection with, Change of Control Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

If 75 (seventy-five) percent or more in principal amount of the Bonds then outstanding have been redeemed pursuant to this Clause 12(e), the Issuer may, on not less than 30 (thirty) but not more than 60 (sixty) calendar days' irrevocable notice to the Bondholders in accordance with Clause 16 (*Notices*) given within 30 (thirty) days after the Change of Control Put Date, redeem on a date to be specified in such notice at its option, all (but not some only) of the remaining Bonds at a price per Bond equal to 101.00 (one hundred and one) per cent. of the Nominal Amount, together with interest accrued to but excluding the Redemption Date.

The Issuer shall not be required to repurchase any Bonds pursuant to this Clause 12(d) if a third party in connection with the occurrence of a Change of Control Event, as applicable, offers to purchase the Bonds in the manner and on the terms set out in this Clause 12(d) (or on terms more favourable to the Bondholders) and purchases all Bonds validly tendered in accordance with such offer. If the Bonds tendered are not purchased within the time limits stipulated in this Clause 12(d), the Issuer shall repurchase any such Bonds within 5 (five) Business Days after the expiry of the time limit

e) ***Purchase****:* The Issuer may at any time purchase Bonds in the open market or otherwise and at any price. Such Bonds may be held, resold or surrendered by the purchaser through the Issuer for cancellation. Bonds held by or for the account of the Issuer for their own account will not carry the right to vote at the Bondholders' meetings or within procedure in writing and will not be taken into account in determining how many Bonds are outstanding for the purposes of these Terms and Conditions of the Bonds.

13. Special Undertakings

So long as any Bond remains outstanding, the Issuer undertakes to comply with the special undertakings set forth in this Clause 13.

a) **Financial covenants:** The Issuer shall, during as long as any Bond is outstanding ensure compliance with the following financial covenants:.

(i) **Net Debt to EBITDA Ratio** – the Issuer ensures that Net Debt to EBITDA Ratio at all times is 4 (four) or lower. This ratio shall be tested semi-annually for the last 12 months.

Where:

A "**Net Debt**" shall mean the Financial Debt less Cash and Cash Equivalents of the latest consolidated Financial Report of the Relevant Period of the Issuer in accordance with the Accounting Principles.

A "**Financial Debt**" shall mean a sum of:

a) debt obligations, obligations to credit institutions, other financial obligations arising out of credit agreements;
b) debt securities issued; and
c) other transactions of financial debt nature, excluding: i) current payment obligations (to suppliers, employees, taxes payable and etc.), arising from the main activity of the company that are to be settled on the arm's length basis and ii) tax loans[2].

"**EBITDA**" shall mean the net profit or loss indicated in the profit or loss statement for the Relevant Period of the Group determined in accordance with the Accounting Principles plus (A) depreciation of fixed assets and amortization of intangible assets; (B) interest expenses, upfront fees and similar expenses; (C) corporate income tax or dividend tax expenses; and (D) one-off, extraordinary and non-cash expenses (for instance, expenses related to write-off of deferred tax asset), minus (A) interest income and similar income; (B) non-cash income included in the profit or loss statement (for instance, positive revaluation of long term assets, profit from currency fluctuations); and (C) one-off and extraordinary income (for instance, profit from sale of fixed assets, income from positive court decision).

In case of the breach of Net Debt to EBITDA Ratio requirement, the Issuer together with the Compliance Certificate has to provide the Trustee with the list of measures which would evidence the restoration of Net Debt to EBITDA Ratio until next Net Debt to EBITDA Ratio testing date. The Issuer shall provide the Trustee with such further information as the Trustee may request (acting reasonably), including, for the avoidance of doubt, calculations, figures and supporting documents in respect of Net Debt to EBITDA Ratio covenant.

(ii) **Equity Ratio** – the Issuer ensures that Equity Ratio of the Issuer at all times is 10 (ten) per cent or greater. Equity Ratio is tested semi-annually for the last 12 months.

Where:

[2] Tax loans were formed in the year 2020-2021for the amount of non-paid taxes of the companies, capitalising them to the tax loan and allowing the companies to pay thereof during 24-48 months. As of 30 June 2023, the amount of tax loans of the Group amounted to EUR 729 million as indicated in note 22 of the IFRS Financial Statements.

A "**Equity Ratio**" shall mean Equity divided by Total Assets.

A "**Equity**" shall mean the aggregate book value of total equity of the Issuer at the end of any Relevant Period according to the latest consolidated Financial Report of the Relevant Period.

A "**Total Assets**" shall mean the aggregate book value of the Issuer's total assets according to the latest consolidated Financial Report of the Relevant Period.

In case of the breach of Equity Ratio requirement, the Issuer together with the Compliance Certificate has to provide the Trustee with the list of measures which would evidence the restoration of Equity Ratio until next Equity Ratio testing date. The Issuer shall provide the Trustee with such further information as the Trustee may request (acting reasonably), including, for the avoidance of doubt, calculations, figures and supporting documents in respect of Equity Ratio covenant.

b) **Restrictions on lending:** As long as the Bonds are not redeemed in full, any Group Company shall not incur, create or permit to subsist any loan, guarantee or surety by to other entities, which are not direct or indirect Group Companies. This restriction is not applicable: i) up to the total amount of EUR 500,000 of all Group Companies within a calendar year, or ii) the guarantees or sureties provided for the benefit of Group Companies.

c) **De-mergers:** The Issuer shall not, and shall ensure that no Subsidiary shall, carry out any de-merger or other corporate reorganization involving a split of the Issuer or any other Subsidiary into two or more separate companies or entities, unless the Financial covenants as set forth in Clause 13(a) are met and continues compliance immediately after such De-merger.

d) **Mergers:** The Issuer shall not, and shall ensure that no Subsidiary shall, carry out any merger or other business combination or corporate reorganization involving a consolidation of the assets and obligations of the Issuer or any other Subsidiary with any other companies or entities, unless the Financial covenants as set forth in Clause 13(a) are met and continues to comply immediately after such Merger. For clarification purposes this does not include the mergers, currently being executed by the Issuer.

e) **Financial reporting:** The Issuer shall:

(i) prepare annual audited consolidated and annual audited stand-alone Financial Reports in accordance with the Accounting Principles and publish them on the Issuer's website http://www.civinity.com/ not later than in 4 (four) months after the expiry of each financial year;

(ii) prepare semi-annual interim unaudited consolidated and semi-annual interim unaudited stand-alone Financial Reports in accordance with the Accounting Principles and publish them on the Issuer's website http://www.civinity.com/ not later than in 3 (three) months after the expiry of relevant interim period;

(iii) prepare and make available a Compliance Certificate to the Trustee (i) when a relevant Financial Report is made available, and (ii) at the Trustee's reasonable request, within 20 (twenty) calendar days from such request.

(iv) in addition to (i)-(iii) above, prepare the Financial Reports in accordance with the Accounting Principles and publish them together with Compliance Certificate in accordance with the rules and regulations of Nasdaq Vilnius and the applicable laws upon listing of the Bonds on First North Vilnius.

f) **General warranties and undertakings**

The Issuer warrants to the Bondholders and the Trustee at the date of these Terms and Conditions and for as long as any of the Bonds are outstanding that:

(i) the Issuer is a duly registered a private limited liability company operating in compliance with the laws of Lithuania.

(ii) all the Issuer´s obligations assumed under the Terms and Conditions are valid and legally binding to the Issuer and performance of these obligations is not contrary to law or the fund rules of the Issuer;

(iii) the Issuer has all the rights and sufficient authorizations to, and the Issuer has performed all the formalities required for issuing the Bonds;

(iv) all information that is provided by the Issuer to the Trustee or the Bondholders is true, accurate, complete and correct as of the date of presenting the respective information and is not misleading in any respect;

(v) the Issuer is solvent, able to pay its debts as they fall due, there are no liquidation or insolvency proceedings pending or initiated against the Issuer;

(vi) there are no legal or arbitration proceedings pending or initiated against the Issuer which may have, or have had significant effects on the Issuer´s financial position or profitability; and

(vii) there are no criminal proceedings pending or initiated against the Issuer.

14. Events of Default

a) If any of the following events (the "**Events of Default**") (as defined below) occurs, the Issuer shall repay the Bonds at their outstanding principal amount together with the accrued interest, but without any premium or penalty on the 10th (tenth) Business Day after the occurrence of an Event of Default (the "**Early Repayment Date**"). Interest on such Bonds accrues until the Early Repayment Date (excluding the Early Repayment Date).

b) The Issuer shall notify the Bondholders and the Trustee about the occurrence of an Event of Default immediately and without any delay upon becoming aware of its occurrence i) by way of notification on material event about the occurrence of an Event of Default, and ii) in accordance with Clause 16 (*Notice*s).

c) Each of the following events shall constitute an Event of Default:

(i) ***Non-payment***: The Issuer fails to pay any amount of interest in respect of the Bonds on the due date for payment thereof and the default continues for a period of 20 (twenty) Business Days.

(ii) ***Breach of other obligations:*** (i) if the Financial Covenants set out in Clause 13(a) are breached and are not remedied within next Relevant Period; (ii) if any other Special Undertakings set out in Clause 13 (other than Financial Covenants set out in Clause 13(a)) are breached and are not remedied within 30 (thirty) Business days of the earlier of the Trustee giving notice or the Issuer should have become aware of the non-compliance.

The result that the breach of the Financial Covenants has been remedied should be reflected in the Financial Report of the Relevant Period.

(iii) ***Cross Default:*** Any outstanding indebtedness (including claims under the guarantees) of the Issuer or any of its Subsidiaries in a minimum aggregated total amount of EUR 1,000,000 (one million euro) or its equivalent in any other currency, is accelerated prematurely because of default, howsoever described, or if any such indebtedness is not paid or repaid on the due date thereof or within any applicable grace period after the due date, or if any security given by the Issuer for any such indebtedness becomes enforceable by reason of default.

(iv) ***Cessation of Business***: The Issuer or/and any of its Subsidiaries cease to carry on its current business in its entirety or a substantial part thereof, other than: (i) pursuant to any sale, disposal, demerger, amalgamation, reorganization or restructuring or any cessation of business in each case on a solvent basis and within the Group, or (ii) for the purposes of, or pursuant to any terms approved by the Bondholders' Meeting, or (iii) in relation to a Subsidiary, if the cessation of the respective business (or substantial part thereof) of the Subsidiary is required by any specific EU regulations or laws of the Republic of Lithuania or of other country, the laws of which are applicable to the respective Subsidiary or decisions of any regulatory authority and it does not materially affect the Issuer's ability to fulfil its obligations with regard to the Bonds.

(v) ***Liquidation***: An effective resolution is passed for the liquidation of the Issuer or any of its Subsidiaries other than, in case of a Subsidiary: (i) pursuant to an amalgamation, reorganization or restructuring in each case within the Group, or (ii) as a result of the cessation of the respective business required by any specific EU regulations or laws of the Republic of Lithuania or of other country, the laws of which are applicable to the respective Subsidiary or decisions of any regulatory authority in relation to the operation of the Company or any of its Subsidiaries and it does not materially affect the Issuer's ability to fulfil its obligations with regard to the Bonds, or (iii) for the purposes of, or pursuant to any terms approved by the Bondholders' Meeting.

(vi) ***Insolvency:*** The Issuer or any of its Subsidiaries is declared insolvent or bankrupt by a court of competent jurisdictions or admits inability to pay its debts or the Issuer or any of its Subsidiaries enters into any arrangement with majority of its creditors by value in relation to restructuring of its debts or any meeting is convened to consider a proposal for such arrangement.

(vii) ***Insolvency proceedings**:* Any corporate action, legal proceedings or other procedures are taken (other than proceedings or petitions which are being disputed in good faith and are discharged, stayed or dismissed within 30 (thirty) calendar days of commencement or, if earlier, the date on which it is advertised) in relation to:

i. winding-up, dissolution, administration, insolvency or legal protection proceedings (in and out of court) (in Lithuanian: *nemokumas, likvidavimas, bankrotas, restruktūrizavimas*) (by way of voluntary agreement, scheme of arrangement or otherwise) of the Issuer or any of its Subsidiaries;

ii. the appointment of a liquidator, receiver, administrator, administrative receiver or other similar officer in respect of the Issuer or any of its Subsidiaries or any of its assets; or

iii. any analogous procedure or step is taken in any jurisdiction in respect of the Issuer or any of its Subsidiaries.

(viii) ***Impossibility or illegality***: It is or becomes impossible or unlawful for the Issuer to fulfil or perform any of the provisions of these Terms and Conditions or if the obligations under these Terms and Conditions are not, or cease to be, legal, valid, binding and enforceable.

d) If the Issuer is declared insolvent, the Trustee shall represent the Bondholders in all legal proceedings and take every reasonable measure necessary to recover the amounts outstanding under the Bonds. The Issuer shall notify the Trustee about being declared insolvent in accordance with Clause 16 (*Notice*s) promptly upon becoming aware of this occurrence. In such a case, all payments by the Issuer relating to the Bonds shall be transferred to the Trustee, or to someone appointed by the Trustee, and shall constitute escrow funds and must be held on a separate interest-bearing account on behalf of the Bondholders. The Trustee shall arrange for payments of such funds in the following order of priority as soon as reasonably practicable:

(i) *first*, in or towards payment *pro rata* of (i) all unpaid fees, costs, expenses and indemnities payable by the Issuer to the Trustee, (ii) other costs, expenses and indemnities relating to the protection of the Bondholders' rights, (iii) any non-reimbursed costs incurred by the Trustee for external experts, and (iv) any non-reimbursed costs and expenses incurred by the Trustee in relation to a Bondholders' meeting;

(ii) *secondly*, in or towards payment *pro rata* of accrued but unpaid Interest under the Bonds (Interest due on an earlier Interest Payment Date to be paid before any Interest due on a later Interest Payment Date);

(iii) *thirdly*, in or towards payment *pro rata* of any unpaid principal under the Bonds; and

(iv) *fourthly*, in or towards payment *pro rata* of any other costs or outstanding amounts unpaid under these Terms and Conditions.

If the Trustee makes any payment under this Clause 14(d), the Trustee, as applicable, shall notify the Bondholders of any such payment at least 5 (five) Business Days before the payment is made. Such notice shall specify the Record Date, the payment date and the amount to be paid.

Trustee and Bondholders' Meetings

The Law on Protection of Interests of Bondholders of Public Limited Liability Companies and Private Limited Liability Companies of the Republic of Lithuania (the "**Law on Protection of Interests of Bondholders**") is applicable to the Bonds, issued under these Terms and Conditions. As a result, the Bondholders shall be represented by the Trustee pursuant to the Law on Protection of Interests of Bondholders and the Trustee shall have all the rights and obligations, indicated in the Law on Protection of Interests of Bondholders and in the respective agreement concluded between the Trustee and the Issuer. When acting pursuant to these Terms and Conditions, the Trustee is always acting with binding effect on behalf of the Bondholders.

In addition, the Trustee shall (i) review each Compliance Certificate delivered to it to determine that it meets the requirements set out in these Terms and Conditions and as otherwise agreed between the Issuer and the Trustee, (ii) check that the information in the Compliance Certificate is correctly extracted from the financial statements delivered pursuant to Clause 13(e) or other relevant documents supplied together with the Compliance Certificate. The Issuer shall promptly upon request provide the Trustee with such information as the Trustee reasonably considers necessary for the purpose of being able to comply with this clause.

Bondholders Meetings will be organised pursuant to the Law on Protection of Interests of Bondholders and Bondholders' Meeting decisions are binding on all Bondholders.

Notices

Bondholders shall be advised of matters relating to the Bonds by a notice published in English and Lithuanian:

a) published on the Issuer's website at www.civinity.com; and

b) as well as on www.nasdaqbaltic.com and in Central Regulated Information Base (www.crib.lt) upon listing.

Any such notice shall be deemed to have been received by the Bondholders when sent or published in the manner specified in this Clause 16.

Minor modifications

Terms and Conditions may be amended by the Issuer without the consent of the Bondholders to correct a manifest error or to comply with mandatory provision of the applicable law. In addition, the Issuer shall have a right to amend the technical procedures relating to the Bonds in respect of payments or other similar matters without the consent of the Bondholders, if such amendments are not prejudicial to the interests of the Bondholders. Corresponding information shall be sent to the Bondholders in accordance with Clause 16 *Notices.*

Governing Law and Jurisdiction

a) ***Governing law****:* These Terms and Conditions, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

b) ***Courts of the Republic of Lithuania****:* Any dispute or claim arising out of or in relation to these Terms and Conditions, including any non-contractual obligation arising out of or in connection with the Bonds, shall be finally settled by the courts of the Republic of Lithuania.

4.2

FINAL TERMS

MiFID II Product Governance / Eligible Counterparties, Professional Clients and Retail Clients Target Market

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**") and(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate: investment advice, and portfolio management, and non-advised services, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable. Any person subsequently offering, selling or recommending the Notes (a "**Distributor**") should take into consideration the manufacturer's target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

Final Terms dated 28 September 2023

Civinity AB
Legal entity identifier (LEI): 64883NS61NN998FFW659

Issue of 8,000,000 Bonds due 2025

under the General Terms and Conditions for the Issuance of Fixed Rate Bonds up to EUR 8,000,000 with the Maturity up to 2 Years

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "Conditions") set forth in the General Terms and Conditions for the Issuance of Fixed Rate Bonds up to EUR 8,000,000 with the Maturity up to 2 Years (the "*General Terms and Conditions*") which forms part of the Information Document dated 28 September 2023 which constitutes an offering document for the purposes of the Law on Securities of the Republic of Lithuania. This document constitutes the Final Terms of the Bonds described herein and must be read in conjunction with the Information Document, including General Terms and Conditions, in order to obtain all relevant information.

The Information Document and Final Terms are available for viewing on the Issuer's website www.civinity.com**. Copies may also be obtained from the registered office of the Issuer at the address** Naugarduko str. 98, Vilnius**, the Republic of Lithuania. Upon listing, the Information Document and Final Terms will be also available for viewing on the website of AB Nasdaq Vilnius ("Nasdaq Vilnius") (https://nasdaqbaltic.com/).**

The Bonds under these Final Terms are offered under public offering in the Republic of Lithuania only. Therefore, the distribution of these Final Terms, including Information Document, in certain jurisdictions may be restricted by law. The public offering is made under the Information Document based on Article 3(2)(b) of the Prospectus Regulation in accordance with Articles 5(2) and 7 of the Law on Securities of the Republic of Lithuania.

1.	**Issuer:**	**Civinity AB**
2.	**Status of the Bonds:**	Unsecured
3.	**Specified Currency:**	Euro (EUR)
4.	**Aggregate Nominal Amount:**	
	(i) Series:	EUR 8,000,000
	(ii) Tranche:	EUR 8,000,000
5.	**Issue Price:**	EUR 1,000

6.	**Specified Denominations:**	EUR 1,000
7.	**(i) Issue Date:**	16 October 2023
	(ii) Interest Commencement Date:	Issue Date
8.	**Maturity Date:**	16 October 2025
9.	**Final Redemption Amount:**	Subject to any early redemption, the Bonds will be redeemed on the Maturity Date at 100% per Nominal Amount.
10.	**Call Option:**	Issuer Call (*See paragraph 15 below*)
11.	**Put Option:**	Investor Put (*See paragraph 16 below*)
12.	**Date Board decision for issuance of Bonds obtained:**	25 September 2023
13.	**Trustee:**	As of the date of these Final Terms – Legisperitus UAB, a limited liability company, established and existing under the laws of the Republic of Lithuania, corporate ID code 302441904, with its registered address at Palangos g. 4, Vilnius, Lithuania.
PROVISIONS RELATING TO INTEREST PAYABLE		
14.	**Fixed Rate Bond Provisions**	
	(i) Interest Rate:	The Fixed Rate of Interest is 11% per annum in respect of the period from (and including) the Interest Commencement Date to (but excluding) the Maturity Date payable in arrears on each Interest Payment Date.
	(ii) Interest Payment Date(s):	16 October and 16 April in each year
	(iii) Day Count Fraction:	Act/365
PROVISIONS RELATING TO EARLY REDEMPTION		
15.	**Call Option**	Applicable
	(i) Optional Redemption Date(s):	Any Business Day no earlier than 1 (one) year after the Issue Date.
	(ii) Optional Redemption Amount(s) of each Bond:	At the respective Early Optional Redemption Amount, which will be at 100.5% of Nominal Amount plus accrued Interest from last Interest payment date no earlier than 1 (one) year after the Issue Date.
	(iii) Notice period:	Not less than 15 calendar days
16.	**Put Option**	Only due to Change of Control, De-listing Event or Listing Failure
	(i) Change of Control Put Date / De-listing Event or Listing Failure Put Date / Optional Redemption Date:	The 5th (fifth) Business Day following the expiration of the Change of Control Put Period / De-listing Event or Listing Failure Put Period
	(ii) Optional Redemption Amount of each Note:	101% per Nominal Amount
	(iii) Change of Control Put Period / De-listing Event or Listing Failure Put Period /Notice period:	Not more than 30 days

GENERAL PROVISIONS APPLICABLE TO THE BONDS		
17.	**Form of Bonds**:	The Bonds shall be issued in non-material registered form. The book-entry and accounting of the dematerialized securities in the Republic of Lithuania, which will be admitted to trading on the First North (Nasdaq Vilnius), shall be made by Nasdaq CSD. Entity to be in charge of keeping the records will be the Issuer. The Bonds shall be valid from the date of their registration until the date of their redemption. No physical certificates will be issued to the Investors. Principal and interest accrued will be credited to the Bondholders' accounts through Nasdaq CSD.
18.	**Governing Law:**	The Bonds, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of the Republic of Lithuania.
19.	**Jurisdiction:**	Any dispute or claim arising out of or in relation to the Bonds, including any non-contractual obligation arising out of or in connection with the Bonds, shall be finally settled by the courts of the Republic of Lithuania.

PART B – OTHER INFORMATION

1.	**LISTING AND ADMISSION TO TRADING**	
	(i) Admission to Trading:	Application will be made for Bonds issued under these Final Terms to be admitted during the period of 6 (six) months after the date hereof to listing and trading on the First North of Nasdaq Vilnius.
	(ii) Estimate of total expenses related to admission to trading:	EUR 3 000
2.	**RATINGS**	The Bonds to be issued are not rated.
3.	**INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**	
	Save for any fees payable to the Dealer, so far as the Issuer is aware, no person involved in the offer of the Bonds has an interest material to the offer. The Dealer and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.	
4.	**YIELD**	
	Indication of yield:	11%
		The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.
5.	**OPERATIONAL INFORMATION**	
	(i) ISIN:	LT0000408197
	(ii) Delivery:	Free of payment
	(iii) Settlement Date	16 October 2023
6.	**SUBSCRIPTION AND DISTRIBUTION**	
	(i) Subscription period:	29 September 2023 – 12 October 2023 at 3.00pm (Vilnius time)
	(ii) Method of Distribution:	Non-syndicated
	(iii) Name of Dealer:	Akcinė bendrovė Šiaulių bankas
	(iv) Minimum Investment Amount	Not applicable

8.	**OTHER INFORMATION**		
	(i)	Use of Proceeds:	The proceeds of the issue of Bonds will be used to refinance maturing bonds under ISIN LT0000405748.
	(ii)	Information about the securities of the Issuer that are already admitted to trading:	Bonds under ISIN LT0000405748, with maturity 15 October 2023.

IV. SUBSCRIPTION AND SALE OF THE BONDS

By subscribing the Bonds, each Investor confirms having read this Information Document, including Terms and Conditions and Final Terms, having accepted the terms and conditions set out in this Information Document and having made the subscription according to the terms herein.

Subscription of the Bonds
A Retail Investor wishing to purchase Bonds should contact the Dealer and submit a subscription order (the "**Subscription Order**") using the Subscription Order form and methods (e.g. physically at the client service venue of the Dealer, over the internet or by other means) made available by the Dealer. In addition, an Investor must have a securities account with a financial institution that is a member of Nasdaq Vilnius.
Bank charges or any other charges, including any applicable commissions of the relevant market institutions, relating to the payment of the subscription price shall be borne separately by the Investors. Such charges cannot be quantified by the Company or the Dealer.

Subscription Period
Subscription to the Bonds by the Investor can be made during the Subscription Period only and the Investor may submit multiple subscriptions which shall be merged for the purposes of allocation. Subscription Period will be indicated in the Final Terms.

Change and Withdrawal of Subscriptions
Investors may withdraw their initial subscription to the Bonds and place new orders until the last day of the Subscription Period (inclusive). A change of subscription will be subject to the same submission, processing, and validation requirements as for the initial subscription. All fees payable in connection with an annulment of a Subscription Order shall be payable by the Investor according to the applicable price list of the financial institution or the relevant subscription place.

Payment by the Retail Investor
By submitting the Subscription Order, the Investor undertakes to transfer the subscription amount payable by the Investor for the Bonds to the account specified in the Subscription Order no later than by the end of the Subscription Period. All such amounts will be held in the transit bank account of the Dealer only for the collection of the amounts paid by the Investors for the Bonds and will not be used for any other purpose.
In addition, the Investor may also pay for the subscribed Bonds with the redemption funds of the Issuer's redeemable bonds (ISIN LT0000405748) (nominal amount of the redeemable bonds). In this case, on the Settlement Day the Issuer will set off the redemption funds and investment amount payable for the subscribed Bonds.

Allocation Date and Allocation Rules
Allocation of the Bonds will take place, and the final number of Bonds to be issued will be decided by the Issuer, based on the level of subscriptions, and publicly announced after the Subscription Period has expired. Bonds will be allocated by giving priority to the Subscription Order of those Investors who pay for the subscribed Bonds with the redemption funds of the Issuer's redeemable bonds (ISIN LT0000405748) and the scope of the Subscription Orders satisfaction is not greater than the nominal value of the bonds redeemed by the Issuer. All other Subscription Orders shall be satisfied and the number of Bonds to be allocated to each Investor shall be determined upon the discretion of the Issuer. Accordingly, Investors who subscribe the Bonds may not receive all of the Bonds they have subscribed for, and it is possible they may not receive any. In case the Investor has not been allocated any Bonds or allocation is less than the number of subscribed Bonds, the relevant amount shall be released in accordance with the terms set out in *Return of funds to Retail Investors.*

Payable amount for the Bonds
The specific amount to be paid by the Investor for allocated Bonds is calculated by multiplying the number of allocated Bonds to Investor by the Issue Price per Bond.

Return of funds to Investors
If (i) the offering is cancelled in full or (ii) the Subscription Order is rejected or withdrawn by the Investor, or (iii) allocation is less than the number of the subscribed Bonds, the difference between the amount transferred by the Retail Investor in excess of the payment for the allocated Bonds will be returned to the Investor's account within five business days to. The Issuer and the Dealer will not be liable for the payment of interest on any amounts transferred for the payment of subscribed Bonds.

Settlement
Settlement Date will be indicated in the Final Terms. The Bonds assigned to the Investor will be recorded in the Investor's securities account not later than within three business days from the Settlement Day.