



## Final terms

24 October 2024

**SUNInvest 29 (E2024) EUR bond**

**ISIN: DE000A3L4945**

Issued under the programme for the issue of non-equity securities

of 24 October 2024

Germany Sun AG  
Landstrasse 63, Postfach 261  
FL-9490 Vaduz, Liechtenstein

The content of the Final Terms is based on the EU Prospectus Regulation and the Implementing Regulations. The said should always be read in conjunction with the prospectus and any supplements thereto, as complete information about the Issuer and the offer of non-equity securities or obtaining all information is only possible if the Final Terms and the prospectus - including any supplements - are read together. Terms and definitions as contained in the prospectus are, in case of doubt, to be understood as having the same meaning in the Final Terms including supplements.

The prospectus and any supplements thereto are published on the website of the Issuer at [www.germany-sun.com](http://www.germany-sun.com) in accordance with the provisions of Art. 21 of the EU Prospectus Regulation. They may also be inspected in printed form by the public during normal business hours at the registered office of the Issuer. The prospectus is published or provided free of charge.

The Final Terms contain a summary for the respective issue. This summary is attached to the Final Terms as **Annex 1**. The terms and conditions of issue of the non-equity securities form **Annex 2** of the Final Terms and, together with the Final terms, supplement or specify the terms and conditions of each issue covered by this prospectus and shall therefore be read in conjunction with these Final Terms. The completed Final Terms and the two Annexes together form the definitive final terms of the respective issue.

Any provisions of the Final Terms that are not completed or deleted shall be deemed to have been cancelled in the terms and conditions of issue applicable to the non-equity securities.

The Issuer is not subject to EU Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments as amended ("MiFID II"). The partial debentures were subjected to a product release process solely for the purposes of in-house evaluation and with the exclusion of any liability. The target market evaluation in relation to the partial debentures led to the conclusion that

- (i) the target market for the partial debentures consists of eligible counterparties, professional clients and retail investors (as defined in MiFID II)
- (ii) all channels are suitable for distributing the partial debentures to eligible counterparties and professional clients; and
- (iii) the following distribution channels in relation to the partial debentures are suitable for retail investors: Investment advice, purchases without advice and execution-only services, subject to the suitability and appropriateness obligations of the distributor under MiFID II, as applicable.

An investment in the partial debentures is only acceptable to investors who (alone or in conjunction with an appropriate financial or other advisor) are able to evaluate the benefits and risks of such an investment adequately and who have sufficient financial resources at their disposal, in order to be able to compensate for any losses (including a total loss). The investment amount should be proportionate to the customer's assets. The investor should have a speculative or risk-oriented attitude to risk. The product is furthermore suitable for investors who do not pursue any particular sustainability-related objectives. The product is not suitable for investors with a conservative attitude to risk. The investment horizon of the investor should not be less than five years.

Irrespective of the target market assessment, investors may lose all or part of the investment amount. The target market assessment is carried out without prejudice to any contractual, statutory or regulatory sales restrictions relating to the partial debentures offered.

Any person who subsequently offers, sells or recommends the partial debentures should make an independent valuation. A distributor subject to MiFID II is responsible for undertaking its own target market evaluation with respect to the debentures and determining the appropriate sales channels, subject to the suitability and appropriateness obligations of the distributor under MiFID II, as applicable. The Issuer assumes no responsibility in this respect.

**The target market assessment is neither (i) an assessment of the suitability or appropriateness of the partial debentures for the purposes of MiFID II nor (ii) a recommendation to an investor or**

**group of investors to subscribe to or otherwise dispose of the partial debentures.**

The Final Terms have the same structure as the prospectus. This means that all information to be provided in the Final Terms according to the individual chapters of the prospectus is listed under the same chapter heading as in the prospectus. Since not all chapters in the prospectus require information or specifications from the Final Terms for individual issues, the numbering of the Final Terms begins with 4.1. and is not continuous. Complete information is only available if the prospectus and Final Terms are read in conjunction.

Notes:

Optional fields ☐ are only considered valid if they are marked as follows: ☒

If no information is given on certain points, then these do not apply.

#### **IV. Information on the securities to be offered**

##### **4. Details of the offered securities**

4.1.	ISIN / securities ID number	DE000A3L4945
4.3.	Nominal value	EUR 500.00
4.4.	Total issue volume of the offered securities	EUR 20,000,000.00  The issue may also be for a lesser amount, e.g. if no full placement of the individual partial debentures can be achieved. An increase in the issue volume is possible.
4.5.	Currency of the bond issue	<input checked="" type="checkbox"/> Euro (EUR) <input type="checkbox"/> Swiss francs (CHF)

##### **4.8. Interest rate and interest debt**

i) Nominal interest rate	7% p.a. (or 1.75% per quarter).
ii) Interest maturity dates	The interest is paid out quarterly in arrears on the first day of the following quarter, i.e. with the first payment on 01/01/2025 and the last payment on the maturity date if this is a bank working day on which German banks settle payment transactions; otherwise the interest is due on the next bank working day after the due date on which German banks settle payment transactions.

##### **4.9. Maturity date and repayment conditions**

(i) Interest/term commencement date and End of interest/term	24/10/2024 31/12/2029
ii) Maturity date	01/01/2030
4.10. Yield	The annual yield corresponds to the nominal interest rate p.a. and is therefore 7% p.a.
4.12. Statement of the resolutions, authorisations and approvals by virtue of which the securities are to be created and/or issued	The administrative board of the Issuer took the decision on the issue in question on 30/07/2024.

#### IV. Information on the securities to be offered

##### 4. Details of the offered securities

4.13.	Statement of the expected issue date	24/10/2024
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##### 5. Conditions of the public offer of securities

###### 5.1. Conditions, offer statistics, expected timetable, and action needed to complete the application

5.1.2.	Period within which the offer is valid	The offer period commences on 24/10/2024 until full placement, but no later than 23/10/2025.
5.1.4.	Details of the minimum and/or maximum amount of the subscription (expressed as the number of securities or aggregated investment amount)	<p>The minimum subscription amount is EUR 5,000.00 or else 10 partial debentures.</p> <p>The maximum investment amount is limited only by the total issue volume of the issue in question and is EUR 20,000,000.00 or 40,000 bonds.</p>
5.1.5.	Method and time limits for servicing the securities and their delivery	The initial value date of the bond in question is 24/10/2024.

###### 5.2. Distribution and allocation plan

5.2.1.	Information on the different categories of potential investors to whom securities are offered	Not applicable.
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###### 5.3. Pricing

5.3.1.	Issue price	The partial debentures are issued at 100 % of the nominal amount and thus at EUR 500.00 each plus any accrued interest. The minimum subscription amount of EUR 5,000.00 must be complied with.
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###### 5.4. Placement and underwriting

5.4.1.	Name and address of the coordinator(s) of all or parts of the offer, as well as the placement details for each country	The sales coordinator for the entire offer is Largamus Financial GmbH, Rosenau 52, D-87437 Kempten.
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##### 7. Additional information on the country / countries where the security is to be publicly offered

Country / countries where the security is to be publicly offered	Liechtenstein, Germany, Austria, France, Belgium, Italy, Finland, Estonia, Latvia, Lithuania, Luxembourg, Hungary, Netherlands, Switzerland.
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## Summary of the prospectus

The following summary of this prospectus consists of the minimum information required by law. It must always be read in conjunction with the other parts of the prospectus. The summary is intended solely as an aid to decision-making and can never constitute a sufficient basis for an informed investment decision in itself.

### 1. Introduction and warnings

#### 1.1. Introduction

**Product:** SUNInvest 29 (E2024) EUR bond These are bearer partial debentures securitised by a global certificate held at the depositary (hereinafter also referred to as the "partial debentures" or also collectively as the "bond").

**ISIN:** DE000A3L4945

**Issuer:** Germany Sun AG, Landstrasse 63, Postfach 261, FL-9490 Vaduz, Liechtenstein, registration number: FL-0002.704.245-9, LEI: 529900S5Y37ITS5BNU02, [www.germany-sun.com](http://www.germany-sun.com).

**Competent authority:** Liechtenstein Financial Market Authority ("FMA"), Landstrasse 109, LI-9490 Vaduz, Liechtenstein.

**Date of approval of the prospectus:** 24/10/2024.

#### 1.2. Warnings

- » This summary is intended only as an introduction to the prospectus and is not a substitute for an appraisal of the entire prospectus. In any investment decision concerning the bonds of the Issuer, the investor should read the entire prospectus thoroughly. The summary can never constitute a sufficient basis for an informed investment decision in itself.
- » **The purchasing of partial debentures is a risk investment. There is a risk that the investor may not receive the interest payments as agreed or that they will be delayed (interest yield risk) and that the investment amount paid cannot be repaid on the maturity date or, in the case of a (partial) notice of termination, cannot be repaid or can only be repaid belatedly (repayment risk). There is a risk that the investor may lose all or part of his or her investment amount. An investor should consider such a total loss in the context of his or her personal financial circumstances and be able to financially absorb it if necessary.**
- » An investor who wishes to bring an action on the basis of the information contained in the prospectus may have to pay the costs of translating the prospectus in accordance with the national law of the relevant State of the European Economic Area before the proceedings can be initiated.
- » Persons who have assumed responsibility for the summary, including any translation thereof, or who are responsible for its issuance, may be held liable, but only if the summary is misleading, inaccurate or inconsistent when read in conjunction with the other parts of the prospectus or if it omits material information compared with the other parts of the prospectus which represents a decision-making aid for investors with respect to investments in the securities concerned.

### 2. Basic information about the Issuer

#### 2.1. Who is the Issuer of the securities?

The Issuer is a stock corporation incorporated under the laws of the Principality of Liechtenstein. The Issuer has its registered office at Landstrasse 63, Postfach 261, FL-9490 Vaduz, Liechtenstein, and is registered in the Liechtenstein Commercial Register under registration number FL-0002.704.245-9. The LEI is 529900S5Y37ITS5BNU02. The laws of the Principality of Liechtenstein apply to the Issuer.

The Issuer is to be distinguished from other related and/or directly or indirectly affiliated companies and their own independent offering programs (in particular, of the issue of debentures / partial debentures). Further /more detailed information can be obtained free of charge from the Issuer.

##### 2.1.1. Main activity of the Issuer

The principal activity of the Issuer consists in the planning, development, financing and marketing of

projects in the field of renewable energies, including the purchase and sale, lease and rental of land, the construction, acquisition, renovation, sale, purchase and rental of buildings, the financing, construction and participation in, as well as the operation of, plants in the field of renewable energies, the purchase, sale and leasing of technical components for the operation of such plants, as well as any kind of use and sale of the renewable energies generated therefrom.

The Issuer plans to operate photovoltaic systems itself and generate profits therefrom. Moreover, the Issuer plans to participate in the company (target companies) which provides land for the operation of photovoltaic systems and to generate income from the leasing of land.

The Issuer will use the proceeds of the issue to cover the costs of starting its business activities. Investment decisions are made by the administrative board of Germany Sun AG. The future business development of the Issuer primarily depends on the success of its investment activity and on the success of the target companies.

### **2.1.2. Main shareholders, holdings or controlling interests**

The sole shareholder of the Issuer with 100% of the capital is Hardy Chandra Pönisch, who therefore holds an interest which gives him a controlling influence. Mr. Pönisch is also a member of the administrative board of the Issuer.

### **2.1.3. Administrative board, managing director and auditor (audit office)**

The members of the administrative board of Germany Sun AG are Hardy Chandra Pönisch, Mag. iur. Günter Ruppert and CSC' Company Structure Consulting AG, Vaduz. All three members of the administrative board are executive members and have a right to sign singly.

The annual auditor and audit office of Germany Sun AG is CONGENIA AUDIT ANSTALT, Guggelhalde 10, FL-9492 Eschen, Liechtenstein.

## **2.2. What is the key financial information about the Issuer?**

The Issuer was registered in the Commercial Register of the Principality of Liechtenstein on 17/04/2023 and has a share capital of CHF 50,000.00 (in words: "fifty thousand Swiss francs"). From its foundation to the reporting date of the interim balance sheet date of 30/06/2024, it has incurred costs for the foundation and start-up of the company, its administration (including taxes and bank charges, services, accounting and auditing costs, and legal advice) and interest on partial debentures already subscribed under the sales information of 01/11/2023 (see the following comments and *Section 2.3 What are the central risks specific to the Issuer?*). These expenses contrast with negligible interest income. As a consequence, this has led to a loss of CHF -89,835.19 for the financial year and therefore to equity capital of CHF -119,621.56. The Issuer raised the equivalent of CHF 4,532,000.00 in borrowed capital to finance its activities in the same period. Together with other liabilities, the borrowed capital of the Issuer amounts to CHF 4,618,226.95 as of the interim balance sheet date of 30/06/2024.

This has led to arithmetical over-indebtedness. This is a result of the Issuer's business model described above, specifically the raising of debt capital to finance its business activities. Owing to the existing significant hidden reserves in the form of investment objects (see below), whose profit cannot be realized until a later date according to the business model, there is a positive forecast of continuing operations in the view of the administrative board, and the arithmetical over-indebtedness therefore does not represent a detrimental change.

Since the reporting date of the interim statement of 30/06/2024, the Issuer has been able to raise additional borrowed capital. As of the 13/09/2024, bonds of the Issuer with a total value of CHF 6,102,000.00 had been subscribed and the Issuer had already invested a substantial part of the proceeds in the project "Solarpark Brandenburg" of MSV Solar Produktion GmbH.

Since the preparation of the interim financial statements of 30/06/2024, no significant detrimental changes to the Issuer's financial situation or trading situation have taken place.

## **2.3. What are the central risks specific to the Issuer?**

- » There is a risk of a deterioration in the liquidity situation of the Issuer. Under certain circumstances, the liquidity situation of the Issuer may deteriorate to such an extent that there is a risk of

insolvency.

- » As a result of its business activities, the Issuer has significantly lower capital resources than other operationally active Issuers and the investor is therefore exposed to a significantly higher credit risk. The Issuer is dependent on whether the offering can be carried out in Germany and abroad as planned and on the success of its investments. Any negative impact on the asset, financial or earnings situation of the Issuer which has a negative effect on its liquidity position may increase or materialise the risk of insolvency and the resulting risks for investors, consisting in the non-payment of interest and the partial or total loss of the investment amount.
- » There is a risk that the Issuer will not have sufficient financial resources despite the issuance of partial debentures and will therefore have to raise further debt capital or issue further debentures or other securities, in order to achieve its economic objectives. The Issuer is entitled to do this. This may increase the leverage of the Issuer and increase the risk of the investment. In this respect, it is expressly pointed out that the Issuer has already issued partial debentures in Switzerland under the sales information dated 01/11/2023. The total volume of this issue is up to CHF 7,000,000.00. This issue is exempt from prospectus requirement pursuant to Section 36 (1e) of the Swiss Financial Services Act or Section 3 (b) of the EEA Securities Prospectus Implementation Act (EWR-WPPDG).
- » The specific investment objects and contractual partners are not known at the time of the preparation of the prospectus, which is why the partial debentures have a semi-blind pool character.
- » Due to personal links with other issuers with similar investment strategies, personal relationships of executives of the issuer with authorised third parties as well as due to the control relationship by the sole shareholder, there is a risk of conflicts of interest which could adversely affect the asset, financial and/or earnings situation of the issuer. The Issuer has not undertaken any measures to prevent a conflict of interest.

### **3. Basic information about the securities**

#### **3.1. What are the key characteristics of the securities?**

##### **3.1.1. Type, class and ISIN of the securities**

The securities are issued as bearer partial debentures without interest coupons. The bearer debentures are securitised for the term of the bond in a global certificate held at the depository. The physical delivery of actual bonds or bond coupons cannot be requested. The ISIN is DE000A3L4945.

##### **3.1.2. Currency, denomination, term**

The bond is issued in EUR. The Issuer will issue the bond for a term from 24/10/2024 to 31/12/2029. The offer relates to partial debentures, each with nominal value of EUR 500.00. The minimum subscription amount is EUR 5,000.00 corresponding to ten partial debentures. The maximum issue volume is EUR 20,000,000.00, whereby the issue can also take place at a lower amount, e.g. if no full placement can be achieved.

##### **3.1.3. Rights associated with the securities**

The partial debentures grant the right to the payment of interest and the repayment of the capital. The interest rate is fixed and is payable quarterly in arrears on the first day of the following quarter. If this day is not a bank working day on which German banks settle payment transactions, the interest receivable will be due on the next bank working day after the due date on which German banks settle payment transactions. The interest is based on the nominal value of the partial debenture. Interest is calculated in accordance with ICMA Rule 251 (Actual/Actual).

The partial debentures bear interest from 24/10/2024 to 31/12/2029 at an interest rate of 7% p.a. Interest will be paid for the first time on 01/01/2025 and for the last time on the maturity date. The Issuer undertakes to redeem the partial debentures on the maturity date at the nominal amount, provided that they have not previously been repaid or bought back and cancelled. The partial debentures will therefore be redeemed on 01/01/2030 at 100 % of the nominal amount per partial debenture. The payment of principal and interest, subject to applicable tax and other statutory provisions and regulations by the paying agent, shall be made in the form of credit to the respective investors. Repayment shall be made without a separate application or submission by the investor.

The bondholders have no membership rights, in particular no participation or voting rights in the annual general meeting of the company. As a general principle, investors are not entitled to inspect the documents of the Issuer. The ordinary termination right is irrevocably excluded for the security holder during the term. The extraordinary termination right of the bondholders remains unaffected. The Issuer is not obliged to pay the investor the difference in interest arising from early repayment in this case.

#### **3.1.4. Relative ranking of the securities in the capital structure of the Issuer in the event of insolvency**

The partial debentures constitute unsecured, unconditional and unsubordinated obligations of the Issuer, which rank pari passu among themselves and with all other present or future unsecured and unsubordinated obligations of the Issuer, except for liabilities which rank senior according to applicable mandatory law.

#### **3.1.5. Restrictions on the free tradeability of the securities**

in accordance with the provisions of the depository. However, there is also no admission to a regulated market or other trading system, which could constitute a restriction on tradeability in real terms. The partial debentures may not be offered in the United States of America or purchased by US persons or Politically Exposed Persons.

#### **3.2. Where are the securities traded?**

An application for the admission of the partial debentures to trading on a regulated market is not planned.

#### **3.3. Are the securities guaranteed?**

No. The securities are not guaranteed.

#### **3.4. What are the central risks specific to the securities?**

- » The partial debentures are unsecured and not subject to any legally required deposit guarantee, and insolvency on the part of the Issuer could therefore lead to a total loss for the investor. There is a risk of lower, delayed or completely omitted interest payments for each investor as well as the total loss of the investment amount in respect of this bond. The possibility of this resulting in the insolvency of the investor cannot be ruled out.
- » The Issuer can raise additional debt capital and issue further debentures or other securities. This may increase the leverage of the Issuer and increase the risk of the investment. In this respect, it is noted that the Issuer has already issued partial debentures under the sales information dated 01/11/2023. The total volume of this issue is up to CHF 7,000,000.00.
- » The partial debentures have a term specified in the Final Terms. Fundamentally, investors do not have any access to the investment amount during the term of the partial debentures.
- » Since there is no admission to trading on a regulated market or other trading system, actual tradability may be limited.

### **4. Basic information about the public offer**

#### **4.1. What are the conditions and what is the schedule for making an investment in this security?**

Invitations to submit offers are issued by the Issuer or by a selling agent. Prospective investors can address offers for acquisition of the partial debentures directly to the Issuer by means of a subscription certificate in paper form or online. The subscription period will commence on 24/10/2024 and will end upon full placement, but in any event 12 months after the approval date, unless the Issuer terminates the issue earlier. The Issuer is entitled to prematurely terminate or extend the offer/subscription period without stating reasons. The Issuer reserves the right to refuse or only partially accept offers made by potential subscribers/buyers for subscription/purchase with respect to certain issues at any time and without justification.

Subscriptions are submitted directly to the Issuer by means of a subscription certificate (in paper form or online). In this respect, submission of the subscription certificate to the Issuer is deemed to be an offer to conclude a contract. The purchase of the bonds takes place after acceptance of the offer by the Issuer. The Issuer reserves the right not to accept a subscription offer. No reasons need be given for non-acceptance. The issue may be concluded on the 1st and 15th day of each month. In this respect,



the issue must be subscribed at least 14 days before the desired contract commencement date. For the contract to be concluded successfully, the subscription amount must be deposited into the Issuer's account at least one day before the contract commencement date. The Issuer reserves the right to reject an offer in which the subscription amount arrives late without giving reasons.

The investor then transfers the subscription amount including any surcharges and fees to the Issuer's account at Baader Bank ("paying agent"). The Issuer confirms receipt of the payment on the basis of the concluded contract by notifying the paying agent, thereby approving the security for the delivery to the securities account of the investor, whereupon the paying agent delivers the securities to the investors.

The securities will be delivered in bundles on the 1st and 15th day of each month. Delivery is provided on the basis of the notification of the concluded contracts made by the Issuer to the paying agent; this is also provided on the 1st and 15th day of the month in each case. All contracts concluded since the last reporting date by acceptance of the offer by the Issuer and timely payment of the subscription amount into the Issuer's account will be considered.

By way of exception and to the extent agreed with the Issuer in the individual case, subscription orders may also be supplied in the delivery versus payment (DVP) procedure, provided that the technical and organisational requirements for this are met.

Neither the Issuer, nor the investors, nor paying agent, nor any other person has the right to request the delivery of effective bonds or interest coupons. German law applies to the creation and circulation of the securities in the relationship between Clearstream Banking AG ("depository"), the paying agent and any third parties.

The partial debentures can be offered to investors in Liechtenstein. In addition, there is also the intention to offer the partial debentures in Germany, Austria, France, Belgium, Italy, Finland, Estonia, Latvia, Lithuania, Luxembourg, Hungary, the Netherlands and Switzerland. These offers are not limited to specific groups of investors. The Issuer is at liberty to extend the offer to other countries at any time. The bonds may be acquired by any natural person or legal entity with a residence or registered office in the EEA and Switzerland. The partial debentures may not be offered in the United States of America or purchased by US persons or Politically Exposed Persons.

Costs for marketing, conception, sales management as well as commission payments to the sales partners involved and other administrative costs are incurred throughout the term of this issue. The total costs are approximately 30% based on the overall term of this issue. Approximately 19.5% of these costs are attributable to the general broker Largamus Financial GmbH (sales commissions: 13%, sales coordination: 1%, marketing: 0.5%, administrative expenses 3%, training measures 2%). Moreover, there are costs of around 0.5% for the design work and 2% p.a. will be charged as a commission fee (inventory maintenance). The net issue proceeds are therefore calculated from the total proceeds of the issue minus the costs described above. Besides, the Issuer will use the proceeds of the issue to cover the costs of starting its business activities.

## **4.2. Why is this prospectus being prepared?**

### **4.2.1. Appropriation of the proceeds, net proceeds**

The proceeds generated by the present securities issue will be used by the Issuer for the planning, development, financing and marketing of projects in the field of renewable energies, in particular photovoltaic systems, including the (1) the purchase and sale, lease and rental of land, (2) the construction, acquisition, renovation, sale, purchase and rental of buildings, (3) the financing, constructing, investing in and operating plants in the field of renewable energies, (4) the purchase, sale and lease of technical components for the operation of such plants, as well as (5) any kind of use and sale of the renewable energies generated therefrom. The net proceeds of the issue are the total proceeds of the 100% invested funds less the costs to be borne during the term.

### **4.2.2. Transfer agreement**

The offer is not subject to a transfer agreement with a firm commitment.

#### **4.2.3. Conflicts of interest**

Hardy Chandra Pönisch, a sole shareholder of the Issuer and a member of the Administrative Board of the Issuer with sole signatory power, is also a sole partner and sole Managing Director of MR Sun GmbH, a sole shareholder and member of the Administrative Board of MT Performa Anstalt, a sole shareholder and member of the Administrative Board of MT Performa II Anstalt, a sole shareholder and member of the Administrative Board of MT Performa III Anstalt, a sole shareholder and member of the Management Board of Ranzow Verwaltungs UG and a sole shareholder and Managing Director of Germany SolarINVEST GmbH.

Hardy Chandra Pönisch is also a member of the Management Board of Multitalent Investment GmbH, Multitalent Investment II GmbH, Lindenkern GmbH, MR Projektentwicklungsgesellschaft mbH, Golf Apartment GmbH & Co KG, Maritime Residence GmbH & Co. KG, and NPL Verwaltungs GmbH. He is also a member of the Executive Board of VIVAT Multitalent AG.

These companies also issue partial debentures or subordinated loans with conditions different from those of the Issuer and intend to acquire investment objects in the same or similar categories as the Issuer. In particular, MR Sun GmbH is an issuer of bonds itself and invests in the construction and operation of photovoltaic systems. Situations may arise, such as a shortage of investment objects, in which Hardy Chandra Pönisch, as a member of the administrative board of the Issuer, could make decisions on behalf of the Issuer which are for the greater benefit of one, several or all of the other companies mentioned, or in his own interest, and could be contrary to the interests of the Issuer.

Moreover, conflicts of interest may arise with respect to CSC' Company Structure Consulting AG, Vaduz, whose sole shareholder and only member of the Administrative Board /Managing Director is mag. iur. Gerd Hermann Jelenik, due to simultaneous position of mag. iur. Gerd Hermann Jelenik as a member of the Administrative Board of Multitalent AG, Multitalent II AG, Multitalent III AG, Multitalent IV AG, VIVAT AG, VIVAT II AG, MT Performa Anstalt and MT Performa II Anstalt. These companies also issue partial debentures or subordinated loans with conditions different from those of the Issuer and intend to acquire investment objects in the same or similar categories as the Issuer. As in the case of Hardy Chandra Pönisch, this position may give rise to conflicts between the obligations towards the Issuer and the interests or other obligations of mag. iur. Gerd Hermann Jelenik. Besides, Mag. iur. Gerd Hermann Jelenik is a managing director of Jelenik & Partner AG, Liechtenstein.

Any conflicts of interest of this kind and any resulting decisions that are to the detriment of the Issuer could have a negative impact on the asset, financial and/or earnings situation of the Issuer. This may lead to the investors not receiving any interest payments or to the whole or partial loss of the investment amount.

The Issuer has taken no specific measures or precautions to avoid conflicts of interest and their consequences.

## Bond terms and conditions

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References to the description of the securities are to be understood as references to Section IV "Information on non-equity securities" in this base prospectus.

This base prospectus of Germany Sun AG dated 24/10/2024, including all documents incorporated by reference and all supplements, together with the Final Terms consisting of the relevant Final Terms including all Annexes, constitutes a prospectus within the meaning of Art. 6 of the EU Prospectus Regulation.

### BOND TERMS

of

SUNInvest 29 (E2024) EUR bond

ISIN: DE000A3L4945

issued under the base prospectus for the issue of partial debentures

of

Germany Sun AG, Vaduz  
of 24/10/2024

First value date: 24/10/2024

Maturity date: 01/01/2030

This document contains the terms and conditions of an issue of partial debentures (the "partial debentures") of Germany Sun AG, which is issued under the base prospectus for the issue of partial debentures of Germany Sun AG of 24/10/2024 (the "prospectus").

In order to receive all information regarding the partial debentures, these terms and conditions, the prospectus and any supplements to the prospectus, as well as the Final Terms including annexes, must be read together.

The prospectus and any supplements as well as documents referred to in these terms and conditions of issue or in the prospectus, if any, can be viewed on the homepage of the Issuer [www.germany-sun.com](http://www.germany-sun.com) at any time, or inspected free of charge at the office of the Issuer during normal business hours. Copies of these documents and the Final Terms are available free of charge from the Issuer.

An issue-related summary of the partial debentures is attached to the Final Terms as Annex 1. The present terms and conditions of issue form Annex 2 of the Final Terms. The final terms of the issuance consist of the final terms and the annexes thereto.

### § 1 Form and nominal value

1. Germany Sun AG, Landstrasse 63, Postfach 261, FL-9490 Vaduz, Liechtenstein, issues within the scope of the offering programme from 24/10/2024 until the date of the expiry of the approval of the prospectus the present fixed-interest partial debentures in the total nominal amount of EUR 20,000,000.00 (twenty million euro). The Issuer has the right to increase the total nominal amount without the investors' consent at any time. The issued partial debentures are bearer partial debentures with equal rights and a nominal value of EUR 500.00 (five hundred euro) each. The minimum subscription amount of the partial debentures is EUR 5,000.00 (five thousand euro).
2. The issue price of the partial debentures during the subscription period is 100 % of the nominal

value.

3. The partial debentures are securitised in a global bearer bond ("global certificate") without interest coupons. This global certificate is held at Clearstream Banking AG (Frankfurt am Main) as the depositary until all obligations on the part of the bond debtor arising from the bond have been fulfilled. Therefore, there is no right reserved to the holders of partial debentures ("bondholders") to receive individual certificates for the entire term. The bondholders have partial ownership of the global certificate, which can be transferred in accordance with the legal provisions and the regulations of the depositary.
4. Bondholders are the holders of the security and have a co-ownership share in the global certificate. Transfer of the partial debentures is provided on the basis of the statutory provisions (in particular, German Securities Deposit Act) and the regulations of the depositary. The transfer does not require the consent of the company. Neither the Issuer nor the paying agent is obliged to verify the eligibility of the security holders.
5. The bondholders have no membership rights, in particular no participation or voting rights in the annual general meeting of the company. The bondholders are also generally not entitled to demand that the Issuer grants access to documents at any time, particularly in relation to investment objects purchased, to be purchased or sold by the Issuer.
6. The subscription period will commence on 24/10/2024 and end upon full placement, but in any event no later than 12 months after the date of approval of this prospectus, unless the Issuer terminates the issue earlier. The Issuer is entitled to prematurely terminate or extend the offer/ subscription period without stating reasons.

## **§ 2 Status and ranking**

Unless otherwise required by mandatory statutory provisions, the partial debentures constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, which rank *pari passu* among themselves and with all other present or future unsecured and unsubordinated obligations of the Issuer.

## **§ 3 Interest**

1. The partial debentures will bear interest from 24/10/2024 (inclusive) at 7% annually.
2. Interest payments will be made in arrears on the first day of the following quarter, i.e. for the first time on 01/01/2025, unless the respective day is not a bank working day, whereby bank working day for the purposes of these conditions means any working day on which German banks settle payment transactions. In this case, the interest payment date will be postponed to the next bank working day. The interest term of the partial debentures therefore ends on 31/12/2029 unless there is a premature termination in accordance with Section 6 of these terms and conditions.
3. If the bondholder exercises his/her extraordinary termination right, the interest term ends on the day before the effective repayment, which must occur within 20 bank working days after the termination has been submitted to the paying agent.
4. Interest is calculated on the basis of the expired days of an interest period and the actual number of days of a year as detailed in the provisions of ICMA Rule 251 (Actual/Actual).

## **§ 4 Term**

The term of the partial debentures begins on 24/10/2024 and ends at the end of the day on 31/12/2029, subject to early termination in accordance with Section 6.

## **§ 5 Repayment / repurchase**

1. Unless previously redeemed in whole or in part, the bonds will be redeemed by the Issuer at

face value on 01/01/2030 ("maturity date"). The repayment amount with regard to each partial debenture is the nominal amount.

2. If the due date for repayment / redemption falls on a day that is not a bank working day, the due date for repayment / redemption is postponed to the following bank working day. The security holder is not entitled to any interest or other sums with regard to such deferred payment.
3. The Issuer is entitled to repurchase, buy or sell partial debentures (also via appointed third parties) in the market or otherwise at any time.

## **§ 6 Termination**

1. The ordinary termination right is irrevocably excluded for the holder of the partial debenture during the term. The right to extraordinary termination for good cause remains unaffected. The Issuer is not obligated to pay the investor the difference in interest arising from early repayment. If a bondholder gives notice of termination, the notice shall be given only with respect to the bearer bonds held by the respective bondholders; the bearer bonds of other bondholders remain unaffected by this. Good cause is, in particular, when:
  - a. the Issuer repays neither the principal amount nor the interest within 30 days of the respective maturity date;
  - b. the Issuer breaches another obligation under the partial debentures or the terms and conditions of the bonds and the breach continues for more than 30 days from the receipt of such notice despite written demand;
  - c. the commencement of insolvency proceedings against the Issuer's assets is applied for and, if the application was filed by a third party, such application is not withdrawn within 60 days or dismissed for reasons other than lack of assets to cover costs (or the respective equivalent in another jurisdiction);
  - d. the Issuer is in liquidation, discontinues all or major part of its business activities or sells or otherwise disposes of substantial parts of its assets.
2. The right of termination lapses if the circumstance giving rise to the right of termination has ceased to exist before the right of termination is exercised.
3. The termination of the partial debentures by a bondholder shall be declared in writing to the Issuer in German or English with reference to the registered partial debentures held in each case. Moreover, each bondholder shall state the reason for termination asserted in each case. Any extraordinary termination by the Issuer must be notified to the respective bondholder by the Issuer in writing.
4. Repayment will be made once on the dates specified in Section 5.

## **§ 7 Paying agent and payments**

1. The paying agent is Baader Bank AG, Weißenstephaner Strasse 4, DE-85716 Unterschleißheim, Germany, whereby the Issuer reserves the right to change or terminate the appointment of a paying agent at any time and to name a different or additional paying agent. There is no contractual or fiduciary relationship between the paying agent and the bondholders; the said paying agent is the sole agent of the Issuer.
2. The Issuer guarantees that a paying agent is always available. The Issuer irrevocably undertakes to make payments of principal and/or interest on the partial debentures at the maturity date in the issue currency.
3. All amounts payable under the terms of the bonds will be paid by the Issuer through the paying agent to Clearstream Banking AG, Mergenthalerallee 61, DE-65760 Eschborn, Germany, for credit to the accounts of the respective depositary banks for forwarding to the bondholders. The Issuer is thereby released from all contractual obligations.

4. If a capital or interest payment is to be made on a day which is not a bank working day, payment will be made on the following bank working day. The security holder is not entitled to any interest or other sums with regard to such deferred payment.
5. Any change, withdrawal, appointment or any other change of the depositary or the paying agent will be announced by the Issuer immediately in accordance with Section 10.

## **§ 8 Limitation period**

Claims arising from interest payable become time-barred after three years, and claims arising from matured partial debentures after thirty years.

## **§ 9 Taxes**

All amounts payable on the partial debentures shall be payable, without retention or deduction of present or future taxes or other charges of any kind, unless such retention or deduction is required by law. The Issuer has no obligation with regard to the tax obligations of the bondholders, unless such an obligation is provided for by Liechtenstein law.

## **§ 10 Notices and announcements**

1. All notices relating to the partial debentures will be published on the website of the Issuer [www.germany-sun.com](http://www.germany-sun.com) or sent directly to the respective investor. This provision does not affect any statutory obligation to publish certain information by other means. The Issuer will ensure that all notices are duly executed to the extent required by law.
2. Bondholders must send notifications to the paying agent acting on behalf of the Issuer via their depositary bank. General inquiries can be addressed directly to the Issuer.
3. Any publications in connection with the convening and announcement of resolutions of the creditors' meeting shall be made through an official publication medium of Liechtenstein. Publication media are local newspapers of Liechtenstein.

## **§ 11 Changes to the terms of the bonds**

1. The Issuer is entitled to amend or supplement in these terms and conditions

- (i) any obvious typographical or arithmetic errors,
- (ii) other obvious errors or
- (iii) contradictory or incomplete provisions

without the consent of the bondholders, although in the cases specified under (iii) only such changes or additions which are reasonable for the bondholders taking into account the interests of the Issuer, i.e. which do not or only insignificantly worsen the financial position of the security holders.

2. The Issuer is entitled to amend the terms and conditions of the bonds without the consent of the security holders at any time for their benefit, in particular for subsequent collateralisation or to increase creditors rights.
3. Other changes to the terms and conditions are permissible. They require the approval of the creditors' meeting in accordance with the applicable statutory provisions.
4. Changes or additions to these terms and conditions are to be announced in accordance with Section 10.

## **§ 12 Issue of further bonds**

1. The Issuer reserves the right, from time to time without the consent of the bondholders, to issue

further debentures of comparable composition in such a way that they are combined with the partial debentures, form a single bond with them and increase their total nominal amount. The term "partial debenture" also covers such additionally issued debentures in the case of such an increase.

2. Furthermore, the company is entitled at any time, without the consent of the creditors, to issue further bonds with a different structure, participation capital, profit participation capital, ordinary shares, preference shares or similar financing instruments. A subscription right of the creditors is excluded.
3. All fully repaid partial debentures are immediately cancelled and cannot be reissued or resold.

### **§ 13 Liability**

The Issuer is liable for the payment of interest and capital with all of its assets.

### **§ 14 Jurisdiction and applicable law**

1. All rights and obligations of the Issuer and the bondholders arising out of or in connection with the acquisition of the bearer bonds and/or with these bond terms and conditions (including any disputes in connection with non-contractual debt relationships arising out of or in connection with the bearer bonds and/or with these bond terms and conditions) shall be governed in all respects – subject to any mandatory consumer protection provisions – by the laws of the Principality of Liechtenstein excluding the conflict of law rules of private international law.
2. The exclusive place of jurisdiction for all complaints against the Issuer is Vaduz in the Principality of Liechtenstein, subject to any mandatory provisions relating to consumer protection law.

### **§ 15 Severability clause**

If provisions of these terms and conditions are or become wholly or partially invalid or unenforceable, the remaining provisions of these terms and conditions shall remain in force. Legally ineffective or unenforceable provisions shall be replaced by valid and enforceable provisions in accordance with the meaning and purpose of these terms and conditions, the economic effect of which is as close as legally possible to the legally ineffective or unenforceable provisions.



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