

KEY INVESTMENT INFORMATION SHEET

This crowdfunding offer has been neither verified nor approved by the Bank of Latvia (Latvijas banka) or the European Securities and Markets Authority (ESMA).

The appropriateness of your experience and knowledge have not necessarily been assessed before you were granted access to this investment.

By making this investment, you assume full risk of taking this investment, including the risk of partial or entire loss of the money invested.

RISK WARNING

Investment in this crowdfunding project entails risks, including the risk of partial or entire loss of the money invested. Your investment is not covered by the deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council*. Nor is your investment covered by the investor compensation schemes established in accordance with Directive 97/9/EC of the European Parliament and of the Council**.

You may not receive any return on your investment.

This is not a savings product and we advise you not to invest more than ten % (10) of your net worth in crowdfunding projects. You may not be able to sell the investment instruments when you wish. If you are able to sell them, you may nonetheless incur losses.

* Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes (OJ L 173, 12.6.2014, p. 149).

** Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes (OJ L 84, 26.3.1997, p. 22).

PRE-CONTRACTUAL REFLECTION PERIOD FOR NON-SOPHISTICATED INVESTORS

Non-sophisticated investors benefit from a reflection period during which they can, at any time, revoke their offer to invest or expression of interest in the crowdfunding offer without giving a reason and without incurring a penalty. The reflection period starts at the moment the prospective non-sophisticated investor makes an offer to invest or signals its expression of interest and expires after four calendar days therefrom.

After a non-sophisticated investor has made an offer to invest in the crowdfunding offer, SIA "CrowdedHero Latvia" sends information to the non-sophisticated investor's registered e-mail address informing that the revocation period has started. SIA "CrowdedHero Latvia" will also send a reminder to non-sophisticated investor's registered e-mail addresses one (1) calendar day before the revocation period expires.

A non-sophisticated investor can revoke his/her/its offer to invest in the crowdfunding offer without giving a reason to SIA "CrowdedHero Latvia" and the project owner within four (4) calendar days since his/her/its offer to invest in the particular crowdfunding offer was made and confirming that he/she/it acknowledges the cancellation of previously concluded Investment Agreement. A non-sophisticated investor shall execute all the following steps to revoke his/her/its offer to invest in crowdfunding offer:

- [a] to login into the account opened for the non-sophisticated investor on www.crowdedhero.com (website);
- [b] to visit the website's section titled "Portfolio" and pressing on it;
- [c] to select the particular crowdfunding offer in which the non-sophisticated investor made an offer to invest; and
- [d] to press the "cancel" button.

After the non-sophisticated investor has revoked his/her/its offer to invest in the particular crowdfunding offer, the funds invested by the non-sophisticated investor will be transferred back to him/her/it by Lemonway¹ to the bank account or bank account card from which the funds were debited.

OVERVIEW OF THE OFFER

Offer identifier	984500B08DG03M3EA17100000008
Project owner and project name	<i>SIMPLEROS, S.L.</i>
Type of offer and instrument type	<i>Equity Preference shares (without voting rights)</i>
Target amount	<i>175 000 EUR</i>
Deadline	<i>5th of July 2024</i>

PART A: INFORMATION ABOUT THE PROJECT OWNER(S) AND THE CROWDFUNDING PROJECT

[a] Project owner and crowdfunding project

Identity:	<i>SIMPLEROS, S.L., incorporated in Spain, registered in the Commercial Register of Barcelona, Spain, with registration number ES08005.000644103.</i>
Legal form:	<i>Limited liability company (Sociedad Unipersonal)</i>

¹ a licensed European Payment Institution- Lemonway (a French SAS (simplified joint-stock company), having its registered address at: 8 rue du Sentier, 75002 Paris, France, and registered with the Paris trade and companies register under number 500 486 915; approved on 24 December 2012 by the Prudential Supervisory and Resolution Authority (France, website <http://acpr.banque-france.fr/>), 4 place de Budapest CS 92459, 75436 Paris, as a Hybrid Payment Institution, under number 16 568 J.

Contact details:	www.simpleros.es Avinguda Diagonal 442, 3.1, 08037 Barcelona, Spain e-mail: santa.lemša@simpleros.es , phone No.: +34 617668403
Ownership:	Ownership Structure: Last change of ownership: 25 June 2020 Ownership is owned by a single individual shareholder: Santa Lemša – 100%
Management:	Mrs. Santa Lemša – Director - https://www.linkedin.com/in/santa-lemša-8891888b/

[b] Responsibility for the information provided in this key investment information sheet

“The project owner declares that, to the best of its knowledge, no information has been omitted or is materially misleading or inaccurate. The project owner is responsible for the preparation of this key investment information sheet.”

Mrs. Santa Lemša - Director

“The declaration of the above person with respect to her responsibility for the information given in this key investment information sheet pursuant to Article 23(9) of Regulation (EU) 2020/1503 of the European Parliament and of the Council”*

[c] Principal activities of the project owner; products or services offered by the project owner

Simpleros provides online consumer loans up to 1000 EUR up to 1 year to the residents of Spain strengthening financial inclusion. Simpleros has implemented an innovative risk-based pricing strategy, meticulously crafted through the utilization of cutting-edge Machine Learning (ML) models. These ML models analyze a multitude of data points, ranging from credit history and income to borrower behavior and economic indicators. By tapping into this wealth of data, Simpleros can dynamically adjust the pricing of their lending products, tailoring interest rates and terms to individual borrowers' creditworthiness and risk profiles. This approach not only allows them to offer more competitive rates to low-risk borrowers but also ensures responsible lending by appropriately pricing loans for higher-risk applicants. This data-driven strategy enhances transparency and fairness while promoting financial inclusivity in their lending operations.

[d] Hyperlink to the most recent financial statements of the project owner

https://crowdedhero.com/uploads/documents/qiKkby_Yuqi6p3AiqIsq0BemN-9-00v7.pdf

[e] Key annual financial figures and ratios for the project owner for the last three years, if applicable

Financial metric	2023 6M	2022	2021
Turnover	808 401 EUR	1 298 105 EUR	271 521 EUR
Net profit	263 459 EUR	219 689 EUR	-58 529 EUR
Gross margin	95.4%	96.8%	98.3%
Net Profit margin	32.6%	16.9%	-21.6%
Total assets	1 268 221 EUR	1 016 272 EUR	293 145 EUR
Net Debt	834 110 EUR	787 110 EUR	335 080 EUR
Debt to Equity	1.98x	4.98x	-5.45x
Current ratio	2.05	1.61	1.53
Debt Service Cover Ratio	8.10	6.79	-11.52
EBITDA	300 559 EUR	285 653 EUR	-52 993 EUR
Return on Equity	62.5%	138.9%	N/A
Ratio of Intangible Fixed Assets to Total Assets	N/A	N/A	N/A

[f] Description of the crowdfunding project, including its purpose and main features

Simpleros has initiated this crowdfunding project to support business development. The funds attracted will be used to expand the loan portfolio, thereby enhancing financial inclusion in Spain and providing broader segments of society with access to finance. Investors in this project will contribute to financial inclusion and will be rewarded with sustainable returns.

PART B: MAIN FEATURES OF THE CROWDFUNDING PROCESS AND CONDITIONS FOR THE CAPITAL RAISING

[a] Minimum target capital to be raised in a single crowdfunding offer

140,000 EUR (80%)

The number of offers (public or non-public) that have already been completed by the project owner or crowdfunding provider for this crowdfunding project			
Type of offer and instrument offered	Completion date	Amount borrowed and target amount	Other relevant information, if any
Loan	29.03.2025	Amount borrowed: 300,000.00 EUR Amount raised: 300,000.00 EUR	Crowdfunding service provider: Crowdestor OÜ, reg.nr 14388462 (Estonia), Project Simpleros Flex

[b] Deadline for reaching the target capital to be raised

5th of July 2024 (inclusive)

[c] Information on the consequences if the target capital is not raised by the deadline

If the target capital is not raised by the deadline (at least 80% of the Target amount), the investors' commitments will be canceled and fully refunded (excl. the processing fee) in the following five (5) business days after the offer closing date.

[d] The maximum offer amount when different from the target capital referred to in point [a] above

175,000 EUR

[e] Amount of own funds committed to the crowdfunding project by the project owner

The initial investment in the amount of 75 000 EUR is made by Lead investors.

[f] Change of the composition of the project owner's capital related to the crowdfunding offer

Additional 250'000 EUR (75'000 EUR from the lead investor and 175'000 available to the crowd) EUR capital investment, resulting in a total of 250 000 EUR. In case the full Target amount is not raised, the abovementioned capital investment amount shall be reduced proportionally and accordingly.

PART C: MAIN RISK TYPES

Presentation of the main risks

Please tick the appropriate type(s) of risks and complete this section by describing the main risks associated with the crowdfunding project according to the types of main risks identified below.

Please note that the following list of main risk types is non-exhaustive. Any other main risk which is relevant to the crowdfunding project shall also be described.

<input type="checkbox"/>	Type 1 – Project risk	No significant foreseeable risks detected in this category
<input checked="" type="checkbox"/>	Type 2 – Sector risk	Due to its limited financial and human resources, Simpleros faces sector risks typical of small businesses, such as vulnerability to market fluctuations and competition from larger, more established companies. Additionally, as a player in the online lending industry, Simpleros is subject to legislation changes and economic shifts that can impact its loan origination and repayment processes, presenting potential financial risks.
<input checked="" type="checkbox"/>	Type 3 – Risk of default	This risk is amplified by the company's focus on providing loans without the need for extensive paperwork or collateral, as mentioned on their website, which could attract borrowers with potentially higher default risks. Data-driven creditworthiness and risk profiles assessment of potential borrowers minimize such risk. Furthermore, the lack of detailed public financial data, adds a layer of uncertainty regarding the company's ability to manage and absorb potential defaults.
<input checked="" type="checkbox"/>	Type 4 – Risk of lower, delayed or no returns	The nature of the online lending market, particularly in the unsecured personal loans segment, inherently carries a higher risk of borrower default, which can directly affect returns. Additionally, Simpleros's policy of providing loans with minimal paperwork and no collateral, could attract a customer base with a higher likelihood of default or delayed payments.
<input checked="" type="checkbox"/>	Type 5 – Risk of a platform failure	The main risk is associated with CrowdedHero platform's temporary or permanently shut down (i.e. inability to properly operate and service customers).
<input checked="" type="checkbox"/>	Type 6 – Risk of illiquidity of the investment	Risks to shareholders include the inability to sell shares at the desired moment and a prolonged exit period.
<input type="checkbox"/>	Type 7 – Other risks	

PART D: INFORMATION RELATED TO THE OFFER OF TRANSFERABLE SECURITIES AND ADMITTED INSTRUMENTS FOR CROWDFUNDING PURPOSES

[a] Total amount and type of transferable securities to be offered

SPV AS Simpleros Invest issues 3500 Class B preference shares that are available for crowd investors. Each Class B share provides a priority right to receive dividends as well as a right to a liquidation quota. Each Class B share is without voting rights. Each Class B share provides a priority right to receive dividends, i.e., dividends could be only paid to the Class B shareholders without paying dividends to the Class A shareholders. If dividends are paid only to the Class B shareholders, the total amount of the Company's profit payable must be divided by the total number of the Company's Class B shares. If dividends are paid to both the Class A shareholders and the Class B shareholders, the total amount of the Company's profit payable must be divided by the total number of the Company's Class A and Class B shares. Shareholders of both Class A and Class B shares have equal rights to the liquidation quota.

[b] Subscription price

The offering price is 50.00 EUR per share, which the transferable securities will be offered. Where applicable, please indicate the consist of a nominal value of 50.00 EUR per share. There is no share premium for the Offer. The minimum subscription amount per investor is 100.00 EUR.

[c] Whether oversubscriptions are accepted and how they are allocated

Oversubscriptions are not accepted.

[d] Terms of subscription and payment

The application for the subscription of shares must be submitted within 90 (ninety) days after the approval of the Share Capital Increase Regulations and the commencement of subscription for the Class B shares. Subscription for the Class B shares begins on **8th of January 2024** (first day of subscription). If all the shares have not been subscribed for within the aforementioned subscription period, the Management Board has the right to extend the subscription period by in total of 90 (ninety) days, i.e., a total of 180 (one hundred eighty) days. The Project Owner is entitled not to extend the subscription period. Subscription for the issued shares of the Company is organized by the SIA "CrowdedHero Latvia" (hereinafter – Platform). Subscription is done through the Platform by submitting an online application on the Platform's website www.crowdedhero.com in accordance with the Platform's terms and conditions. The Platform charges a fee for accepting online applications in accordance with the terms and conditions of the Platform. Subscriptions for Class B Shares on the Platform may be made 24 (twenty-four) hours a day. All new shares shall be paid up with a monetary contribution in EUR when subscribing to shares in accordance with the Share Capital Increase Regulations of the Company and Terms and Conditions of the Platform, available at www.crowdedhero.com.

[e] Custody and delivery of transferable securities to investors

If the announced share capital has not been fully subscribed in the term above but is subscribed in the amount of not less than 80%, the issue of the Class B shares shall be deemed to have taken place in the amount of subscribed shares. If the announced share capital has not been fully subscribed in the term specified above and subscribed in the amount of less than 80%, the issue of the Class B shares shall be deemed not to have taken place. In this case, the purchase price paid for the shares is refunded in full excluding the processing fee through the Platform in accordance with the terms and conditions of the Platform. The new 3500 (three thousand five hundred) shares are registered in the Register of Shareholders of AS Simpleros Invest (SPV company), which will be submitted to the Commercial Register kept by the Register of Enterprises of Latvia. The registration fact will be notified to the investors until the **26th of July 2024**, delivering the extract from the Register of Shareholders of AS Simpleros Invest on shares owned by the investor. AS Simpleros Invest Management Board is responsible for the registration of the shares in the Register of Shareholders, contact person: Santa Lemša, e-mail: santa.lemša@simpleros.es.

The shares shall not be kept in custody.

[f] Information relating to the guarantee or collateral by which the investment is secured (if applicable)

If applicable, please provide the following information:

(i) Is the guarantor or collateral provider a legal person?	n/a
(ii) The identity, legal form and contact details of the guarantor or collateral provider	n/a
(iii) Information on the nature and the terms of the guarantee or collateral (including its ranking)	n/a

[g] Information relating to a firm commitment to buy back the transferable securities (where applicable)

There is no buy-back commitment.

[h] Interest rate and maturity information (where applicable)

This section shall apply to non-equity transferable securities (such as bonds) or hybrid instruments (such as bonds convertible to shares). If applicable, please fill in:

Nominal interest rate*:	19% annual interest rate *Explanation of the method used for its calculation is available on the project page: https://www.crowdedhero.com/project/view?id=8
Date from which the interest becomes payable:	30 th December 2024.
Due dates for interest payments:	Semi-annual on the 30 th of June and 30 th of December of each year
Maturity date (including intermediate repayments where applicable):	The date during the first seven working days passed the 24-month duration from the successful end of the campaign and the target amount reached.
Applicable yield**:	14.25% is the yield on investment after corporate income tax (CIT) but before fixed operating costs and management fees. Depending on the total amount fundraised, the applicable yield on investment can be higher or lower.

**Explanation of the method used for its calculation is available on the project page:
<https://www.crowdedhero.com/project/view?id=8>

** The yield shall be calculated as a yearly rate and in line with the method used for the calculation of the annual nominal interest rate and provided with two decimals of precision. The key assumptions on which the yield calculation is based shall also be briefly disclosed.

PART E: INFORMATION ON SPECIAL PURPOSE VEHICLES (SPV)

[a] Is an SPV interposed between the project owner and the investor? Yes No

[b] Contact details of the SPV:

AS Simpleros Invest, registration number: 40203530131
Address: Riga, Indranu Street 8 - 65, LV-1012, Latvia
E-mail: pedcenko.v@gmail.com.

PART F: INVESTOR RIGHTS

[a] Key rights attached to the transferable securities grouped by types, such as:

A hyperlink to the project owner's constitutional documents and/or any other relevant legal documents, together with references to the relevant articles or section numbers may be included.

(a) dividend rights	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(b) voting rights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(c) information access rights	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(d) pre-emption rights in offers for subscription of instruments of the same class	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(e) right to share in the issuer's profits	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(f) right to share in any surplus in the event of liquidation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
(g) redemption rights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(h) conversion rights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(i) joint exit right in the event of the occurrence of an operative event (i.e., change of control, tag-along rights)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

[b] and [c] Restrictions to which the transferable securities are subject and restrictions on the transferring of the instruments.

The Shareholders' Agreement includes the Drag-Along rights. The provisions of the Shareholders' Agreement specify if the Founder sells its shares, the investors are obliged to sell their shares along with the Founder. In this case the share price is not less than the initial purchase value (including the share premium) multiplied with the coefficient 1.25. If the investor has received the Drag-Along Request, the investor shall have no right to withdraw from it and refuse. The amendments to this provision shall be agreed by the shareholders of AS Simpleros Invest representing at least ¾ of the paid-up capital of AS Simpleros Invest.

[d] Opportunities for the investor to exit the investment

A possible exit strategy for investors could be through the sale of their shares in the company to a strategic investor or through the liquidation of SPV.

[e] For equity instruments, distribution of capital and voting rights before and after the capital increase resulting from the offer (assuming all the transferable securities will be subscribed)

AS Simpleros Invest (SPV)

The total of the issuer's authorised share capital	Before: 75'000 EUR After: 250'000 EUR
The number of shares issued and fully paid and issued but not fully paid	Before: 1500 fully paid A Class registered shares After: 1500 fully paid A Class registered shares and 3500 fully paid B Class preference shares It is not expected that there will be shares that will be not fully paid
The par value per share, or that the shares have no par value	Before: Nominal value of A Class share is EUR 50.00 After: Nominal value of A Class share is EUR 50.00 and the nominal value of B Class share is EUR 50.00

PART G: FEES, INFORMATION AND LEGAL REDRESS

[a] Fees and costs incurred by the investor relating to the investment (including administrative costs resulting from the sale of admitted instruments for crowdfunding purposes)

Please note that where Euro (or other applicable currency) amounts and percentage values are stated, they shall be calculated for a hypothetical investment of EUR 10'000 and on an annual basis. The annual dividend payment to the hypothetical investor is EUR 1425 (net of CIT) or the hypothetical capital gain in case of successful exit from the investment amount attributable is EUR 12'500 (EUR 2'500 profit).

Recurrence	Fees, Charges and other Costs	in € (or other applicable currency)	as percentage of total investment amount	Examples (non-exhaustive)
One-off	Entry processing costs	€125	1.25%	Administration and processing fee you pay when entering the investment. The fee is payable upfront once the investor decides to subscribe to the shares.
One-off	Exit Costs	€225	9%	The cost you pay when exiting the investment. The fee is calculated from the profit on the initial investment and automatically deducted at the time of the pay-out.
Incidental	Dividend cost	€78.38	5.5%	The cost you pay when receiving the dividends chargeable starting from the second year after the campaign. The fee is automatically deductible from the receivable dividend amount at the time of the pay-out (net of 25% Corporate Income Tax). <i>Note: 0% Profit Income Tax applies on dividends paid by a Latvian/EU/EEA company or one from any other country if there is evidence that CIT or PIT has been withheld at source. This type of income should still be reported and charged to PIT through the annual income tax return unless such income is paid by a Latvian taxpayer who has already withheld PIT at source.</i>
Incidental	SPV operating costs and management fees	TBD	TBD	SPV management cost for each investor will always depend on the total amount raised and will be covered from SPV income.

[b] Additional information about the crowdfunding project, the project owner [and, where applicable, the SPV]

The additional information about the crowdfunding project, the project owner and SPV can be obtained free of charge:

- By finding the answer in Frequently Asked Questions (FAQ) section here <https://www.crowdedhero.com/faq/index>. On the Project page on CrowdedHero platform: <https://www.crowdedhero.com/project>
- via e-mail by sending an email message to: info@crowdedhero.com addressing it to our Project Manager; via post by sending a letter to: 58A - 8 Bauskas Street, Riga, LV - 1004, Latvia, by addressing it to our Project Manager.

[c] How and to whom the investor may address a complaint about the investment or about the conduct of the project owner or the crowdfunding service provider

Complaints shall be submitted to the Platform in accordance with the Platform's Complaint Policy, available [\[here\]](#). Submitting a complaint to the Platform and handling it by the Platform is free of charge, however, the investor shall bear his/her own expenses (including obtaining external advice) in relation to submitting a complaint. To submit a complaint, the investor should fill out the Complaint Form available <https://www.crowdedhero.com/legal?category=complaints> or download and fill out the Complaint Form available <https://crowdedhero.com/uploads/ComplaintsCrowdedHero.pdf> and submit it to Platform. When filling out the Complaint Form, please follow the instructions contained within it.

The investor may fill out the Complaint Form in Latvian or English.

If the investor wishes to make a complaint, he/she must make sure that he/she contact the Platform directly:

- by filling online complain form and submitting it to Platform;
- via e-mail by sending an email message to: support@crowdedhero.com with the words 'Complaint' in the subject line of your e-mail message and by addressing it to our Customer Support Service;
- via post by sending a letter to: 58A - 8 Bauskas Street, Riga, LV - 1004, Latvia, by addressing it to our Customer Support Service.

Only complaints submitted in writing and containing all the information indicated above will be reviewed.