

## AMENDED AND RESTATED FINAL TERMS

THESE AMENDED AND RESTATED FINAL TERMS HAVE BEEN CREATED SOLELY AS A MATTER OF RECORD TO RECORD THE FINAL TERMS OF THE NOTES AS AT THE DATE OF ISSUE. NO OFFER OF ANY OF THE NOTES IS BEING MADE BY THE ISSUER PURSUANT TO THIS DOCUMENT OR OTHERWISE AND THE ISSUER DOES NOT ACCEPT ANY ADDITIONAL OBLIGATIONS TO NOTEHOLDERS IN RELATION TO THIS DOCUMENT.

These Amended and Restated Final Terms do not constitute, and may not be used for the purposes of, an offer of, or an invitation by or on behalf of anyone to subscribe or purchase any Notes.

### **Amended and Restated Final Terms dated 27 November 2023 amending the Final Terms dated 2 November 2023**

#### **International Personal Finance plc**

Issue of Sterling-denominated 12 per cent. Notes due 2027 (to be consolidated and form a single series with the £50,000,000 12 per cent. Notes due 2027 issued on 12 December 2022 (the “**Existing 2027 Notes**”)) Guaranteed by IPF Holdings Limited, International Personal Finance Investments Limited, IPF International Limited and IPF Digital Group Limited under the EUR 1,000,000,000 Euro Medium Term Note Programme

#### **Prohibition of Sales to EEA Retail Investors**

The Notes are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any retail investor in the European Economic Area (the “**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**EU Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**EU PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

#### **UK MiFIR product governance / target market**

Solely for the purposes of the 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 retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”), eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”) and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA (“**UK MiFIR**”); and (ii) all channels for distribution of the Notes are appropriate, subject to the distributor’s suitability and appropriateness obligations under COBS, 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 the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) 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, subject to the distributor’s suitability and appropriateness obligations under COBS, as applicable.

## **PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Conditions**”) set forth in the base prospectus dated 25 August 2022 as supplemented, for the purposes of the EU Prospectus Regulation, as it forms part of UK domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”), by way of a prospectus supplement on 4 November 2022 (the “**2022 Base Prospectus**”), which Conditions: (i) are incorporated by reference into the base prospectus dated 24 August 2023, which constitutes a base prospectus for the purposes of the UK Prospectus Regulation (the “**2023 Base Prospectus**”), and (ii) are (together with certain other sections of the 2023 Base

Prospectus) incorporated by reference into the exchange offer memorandum dated 2 November 2023 which constitutes a prospectus for the purposes of the UK Prospectus Regulation (the “**Exchange Offer Memorandum**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the UK Prospectus Regulation and must be read in conjunction with the Exchange Offer Memorandum. Full information on the Issuer, the Guarantors and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Exchange Offer Memorandum. However, a summary of the issue of the Notes is included in the Exchange Offer Memorandum. The Exchange Offer Memorandum has been published on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/prices-and-news/news/market-news/market-news-home.html>.

1.	(i) Issuer:	International Personal Finance plc
	(ii) Guarantor:	IPF Holdings Limited, International Personal Finance Investments Limited, IPF International Limited and IPF Digital Group Limited
2.	(i) Series Number:	19 (being the Series Number of the Existing 2027 Notes)
	(ii) Tranche Number:	3
	(iii) Date on which the Notes become fungible:	The Notes shall form a single series and be fungible with the Cash Offer New Notes (if any) and the Existing 2027 Notes on the Issue Date.
3.	Specified Currency or Currencies:	Pounds Sterling (“ <b>GBP</b> ”).
4.	Aggregate Nominal Amount:	
	(i) Series:	£80,000,000
	(ii) Tranche:	£16,842,100
5.	Issue Price:	100 per cent. of the Aggregate Nominal Amount.
6.	(i) Specified Denominations:	GBP 100
	(ii) Calculation Amount:	GBP 100
7.	(i) Issue Date:	12 December 2023
	(ii) Interest Commencement Date:	Issue Date
8.	Maturity Date:	12 December 2027
9.	Interest Basis:	12 per cent. Fixed Rate
10.	Change of Interest Basis:	Not Applicable
11.	Put/Call Options:	Change of Control Put
12.	Date Board approvals for issuance of Notes and Guarantee obtained:	<b>International Personal Finance plc:</b> 10 October 2023 <b>Guarantors:</b> 31 October 2023

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13.	<b>Fixed Rate Note Provisions</b>	Applicable
	(i) Rate of Interest:	12 per cent. per annum payable semi-annually in arrear on each Interest Payment Date

(ii)	Interest Payment Dates:	12 June and 12 December in each year from and including 12 June 2024, up to and including the Maturity Date
(iii)	Fixed Coupon Amount:	GBP 6 per Calculation Amount
(iv)	Broken Amount(s):	Not Applicable
(v)	Day Count Fraction:	Actual/Actual
(vi)	Determination Dates:	Interest Payment Dates
14.	<b>Floating Rate Note Provisions</b>	Not Applicable
15.	<b>Zero Coupon Note Provisions</b>	Not Applicable
<b>PROVISIONS RELATING TO REDEMPTION</b>		
16.	<b>Call Option</b>	Not Applicable
17.	<b>Make-Whole Redemption</b>	Not Applicable
18.	<b>Clean-up Call Option</b>	Not Applicable
19.	<b>Put Option</b>	
(i)	Investor Put:	Not Applicable
(ii)	Change of Control Put:	Applicable
(a)	Optional Redemption Amount(s):	101 per cent. per Calculation Amount
(b)	Negative Rating Event Specified Rating (Condition 6(f)):	BB-
20.	<b>Final Redemption Amount of each Note</b>	GBP 100 per Calculation Amount
21.	<b>Early Redemption Amount</b>	Early Redemption Amount per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: GBP 100 per Calculation Amount

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

<b>Form of Notes:</b>	<b>Bearer Notes:</b> Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note
Name and address of Registrar:	Not Applicable
New Global Note (Bearer Notes):	No
Global Certificates (Registered Notes):	No
New Safekeeping Structure (Registered Notes):	No
Financial Centre(s):	Not Applicable
Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):	No
Prohibition of Sales to EEA Retail Investors:	Applicable

**The Issuer**

Signed on behalf of **International Personal Finance plc**

DocuSigned by:  
  
By: .....84A5A35F889342A.....

Duly authorised

**The Guarantors**

Signed on behalf of **IPF Holdings Limited**

DocuSigned by:  
  
By: .....84A5A35F889342A.....

Duly authorised

Signed on behalf of **International Personal Finance Investments Limited**

DocuSigned by:  
  
By: .....84A5A35F889342A.....


Duly authorised

Signed on behalf of **IPF International Limited**

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By: .....84A5A35F889342A.....

Duly authorised

Signed on behalf of **IPF Digital Group Limited**

DocuSigned by:  
  
By: .....84A5A35F889342A.....

Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING

- (i) UK Admission: Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market through its electronic order book for retail bonds, with effect from the Issue Date.
- (ii) Regulated or equivalent markets on which Notes of the same class are already admitted to trading: Not Applicable

### 2. RATINGS

- Ratings: The Notes are expected to be rated:
- Fitch: BB-
- Moody's: Ba3

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

Save for any fees payable to Singer Capital Markets Securities Limited by the Issuer and any fees payable to Authorised Offerors in connection with an offer of the Notes, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

### 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (i) Reasons for the offer: General corporate purposes / to extend the maturity profile of the Issuer's debt financing arrangements.
- (ii) Use of proceeds: As per paragraph 4(i) above.
- (iii) Estimated net proceeds: £16,336,837
- (iv) Estimated total expenses related to the admission to trading: £505,263 (being (i) the fees payable to the Dealer Manager; and (ii) the exchange fee of £1.50 for every £100 in nominal amount of Existing 2023 Notes exchanged for the Notes, payable to the holders of Existing 2023 Notes participating in the offer of Notes).

### 5. YIELD

- Indication of yield: 12 per cent. per annum.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

### 6. OPERATIONAL INFORMATION

- Names and addresses of additional Paying Agent(s) (if any): Not Applicable
- Names and addresses of Calculation Agent(s) (if not HSBC Bank plc): Not Applicable

ISIN Code:	XS2551486058 (being the ISIN Code of the Existing 2027 Notes)
Common Code:	255148605 (being the Common Code of the Existing 2027 Notes)
CFI:	DTFXFB
FISN:	INTL.PERSO.FI./12.MTN.20271212
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s):	The Notes will settle in Euroclear Bank SA/NV and Clearstream Banking S.A. The Notes will also be made eligible in CREST via the issue of CREST depository interests representing the Notes.
Intended to be held in a manner which would allow Eurosystem eligibility:	No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

## 7. DISTRIBUTION

- |  |   |
|--|---|
| (i) If syndicated:   | Not Applicable  |
| (ii) If non-syndicated, name and address of Dealer:  | Singer Capital Markets Securities Limited of 1 Bartholomew Lane, London EC2N 2AX  |
| (iii) Indication of the overall amount of the placing commission:                                    | Placing commission: 1.5 per cent. of the Aggregate Nominal Amount. The Notes will not be underwritten by any person.  |
| (iv) US Selling Restrictions:  | Reg. S Compliance Category 1; TEFRA C.  |
| (v) Prohibition of Sales to Belgian Consumers:   | Applicable  |
| (vi) UK Public Offer:  | Applicable  |
| (a) Name, LEI (if applicable) and address of financial intermediaries authorised to offer the Notes: | <p><b>AJ Bell Securities Limited</b>, 4 Exchange Quay, Salford Quays, Manchester, M5 3EE<br/>LEI: 213800Y4I7TN34WUBD71</p> <p><b>Hargreaves Lansdown (Nominees) Limited</b>, 1 College Square South, Anchor Road, Bristol, BS1 5HL<br/>LEI: 213800EZ3A5BNQT6MR83</p> <p><b>LGB &amp; Co. Limited</b>, Tintagel House, 92 Albert Embankment, London, SE1 7TY<br/>LEI: 213800D4XSB3PEC8Y453</p> |
| (b) Offer Period:  | From 2 November 2023 to 23 November 2023, provided that the Issuer may choose to end the Offer Period earlier than such time and date (in which case it will announce the change via a Regulatory Information   |

Service (expected to be the Regulatory News Service operated by the London Stock Exchange plc)).

- (c) Further conditions attached to the consent to use.
- The Issuer and each of the Guarantors consent to the use of the Exchange Offer Memorandum in connection with a UK Public Offer during the Offer Period in the United Kingdom by any financial intermediary which is authorised to make such offers under UK MiFIR and which satisfies the following conditions (an “**Authorised Offeror**”), namely that it:
- (a) is authorised to make such offers under UK MiFIR, including under any applicable implementing measure in each relevant jurisdiction (in which regard, prospective investors should consult the register of authorised entities maintained by the FCA at <https://register.fca.org.uk/s/>) (UK MiFIR governs the organisation and conduct of the business of investment firms and the operation of regulated markets across the United Kingdom in order to seek to promote cross-border business, market transparency and the protection of investors);
  - (b) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the “**Rules**”), including the Rules published by the Financial Conduct Authority (including, but not limited to, its guidance for distributors in “*The Responsibilities of Providers and Distributors for the Fair Treatment of Customers*” and its sourcebook for “*Product Intervention and Product Governance*”) from time to time including, without limitation and in each case, Rules relating to both the target markets for the Notes and the appropriateness or suitability of any investment in the Notes by an investor and disclosure to any prospective investor;
  - (c) complies with the restrictions set out under the section headed “*Offer and Distribution Restrictions*” in the Exchange Offer Memorandum which would apply as if it were the Dealer Manager;
  - (d) acknowledges the target market and distribution channels identified under the “*UK MiFIR product governance / target market*” legend set out in these Final Terms;
  - (e) ensures that any fee, commission, benefits of any kind, rebate received or paid by that financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and is fully and clearly disclosed to investors and prospective investors;
  - (f) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules, including authorisation under the Financial Services and Markets Act 2000 and/or the Financial Services Act 2012;



- (g) complies with, and takes appropriate steps in relation to, applicable anti-money laundering, anti-bribery, anti-corruption and “know your client” Rules, and does not permit any application for Notes in circumstances where the financial intermediary has any suspicions as to the source of the application monies;
- (h) retains investor identification records for at least the minimum period required under the applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the Dealer Manager, the Issuer and/or any Guarantor or directly to the appropriate authorities with jurisdiction over the Issuer, the Guarantors and/or the Dealer Manager in order to enable the Issuer, the Guarantors and/or the Dealer Manager to comply with anti-money laundering, anti-bribery, anti-corruption and “know your client” Rules applying to the Issuer, the Guarantors and/or the Dealer Manager;
- (i) does not, directly or indirectly, cause the Issuer, the Guarantors or the Dealer Manager to breach any Rule or subject the Issuer, the Guarantors or the Dealer Manager to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- (j) agrees and undertakes to indemnify the Issuer, the Guarantors and the Dealer Manager (in each case on behalf of such entity and its respective directors, officers, employers, agents, affiliates and controlling persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel’s fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer, the Guarantors or the Dealer Manager;
- (k) immediately gives notice to the Issuer, the Guarantors and the Dealer Manager if at any time it becomes aware or suspects that it is or may be in violation of any Rules or these terms (the “**Authorised Offeror Terms**”), and takes all appropriate steps to remedy such violation and comply with such Rules and these Authorised Offeror Terms in all respects;



- (l) does not give any information other than that contained in the Exchange Offer Memorandum (as may be amended or supplemented by the Issuer and/or the Guarantors from time to time), including these Final Terms, or make any representation in connection with the offering or sale of, or the solicitation of interest in, the Notes;
- (m) agrees that any communication in which it attaches or otherwise includes any announcement published by the Issuer or any Guarantor via the Regulatory News Service at the end of the Offer Period will be consistent with the Exchange Offer Memorandum, including these Final Terms, and (in any case) must be fair, clear and not misleading and in compliance with the Rules and must state that such Authorised Offeror has provided it independently from the Issuer and the Guarantors and must expressly confirm that neither the Issuer nor the Guarantors have accepted any responsibility for the content of any such communication;
- (n) does not use the legal or trading names of the Dealer Manager, the Issuer, any Guarantor or any other name, brand or logo registered by any entity within their respective groups or any material over which any such entity retains a proprietary interest in any statements (oral or written), marketing material or documentation in relation to the Notes without the prior consent of the Dealer Manager, the Issuer or the relevant Guarantor (as applicable);
- (o) during the period of the initial offering of the Notes:
  - (i) only sells the Notes at the "Issue Price" specified in these Final Terms (unless otherwise agreed with the Dealer Manager);
  - (ii) only sells the Notes for settlement on the "Issue Date" specified in these Final Terms;
  - (iii) does not appoint any sub-distributors (unless otherwise agreed with the Dealer Manager);
  - (iv) does not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Notes (unless otherwise agreed with the Dealer Manager);
  - (v) complies with such other rules of conduct as may be reasonably required and specified by the Dealer Manager;
- (p) either (i) obtains from each prospective investor an executed application for the Notes, or (ii) keeps a record of all requests such financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the Notes on their behalf, and in each case maintains the same on its files for so long as is required by any applicable Rules;
- (q) agrees and accepts that:
  - (A) the contract between the Issuer, the

Guarantors and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's and Guarantors' offer to use the Exchange Offer Memorandum, including these Final Terms, with its consent in connection with the UK Public Offer (the "**Authorised Offeror Contract**") and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;

- (B) the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Authorised Offeror Contract (including a dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) and accordingly submits to the exclusive jurisdiction of the courts of England; and
- (C) the Dealer Manager will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for its benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms;
- (r) publishes on its website that it is using the Exchange Offer Memorandum for the UK Public Offer in accordance with the consent of the Issuer and the Guarantors and the conditions attached thereto in the following form (with the information in square brackets duly completed with the relevant information) (the "**Acceptance Statement**"):

"We, [specify legal name of financial intermediary], refer to the offer of sterling-denominated 12 per cent. Notes due 2027 (the "**Notes**") described in the Exchange Offer Memorandum dated 2 November 2023 (the "**Exchange Offer Memorandum**") published by International Personal Finance plc (the "**Issuer**"). In consideration of the Issuer and the Guarantors offering to grant their consent to our use of the Exchange Offer Memorandum in connection with the offer of the Notes (the "**UK Public Offer**") in the United Kingdom during the Offer Period in accordance with the Authorised Offeror Terms and subject to the other conditions to such consent (as specified in the Exchange Offer Memorandum), we accept such offer by the Issuer. We confirm that we are authorised under UK MiFIR to make, and are using the Exchange Offer Memorandum in connection with, the UK Public Offer accordingly. Terms used herein and otherwise not defined shall have the same meaning as

given to such terms in the Exchange Offer Memorandum.”

If such financial intermediary is offering the Notes in Jersey, Guernsey or the Isle of Man, it satisfies the equivalent of (a) to (r) above applicable in those jurisdictions, provided further that:

- such financial intermediary is authorised to make such offers under the equivalent of UK MiFIR; and
- no financial intermediary may use the Exchange Offer Memorandum in connection with:
  - the circulation in Jersey of any offer for subscription, sale or exchange of any Notes unless such offer is circulated in Jersey by a person or persons authorised to conduct investment business under the Financial Services (Jersey) Law 1998 and in accordance with the Control of Borrowing (Jersey) Order 1958;
  - the marketing, offering for subscription, exchange or sale of Notes in or from within or to persons resident in any part of the Bailiwick of Guernsey other than in compliance with the requirements of the Protection of Investors (Bailiwick of Guernsey) Law, 1987 as amended, and the rules, regulations and guidance enacted or issued thereunder, or any exemption therefrom; and
  - the circulation in the Isle of Man of any offer for subscription, exchange or sale of any Notes unless such offer is made in compliance with the licensing requirements of the Isle of Man Financial Services Act 2008 or any exclusions or exemption therefrom.

The Issuer and each of the Guarantors may give consent to additional financial intermediaries after the date of these Final Terms.

**Information on the relevant terms and conditions of an offer is to be provided at the time of that offer by an Authorised Offeror, and cannot therefore be included in the Exchange Offer Memorandum.**

**ANY UNNAMED OFFEROR MUST STATE ON ITS WEBSITE THAT IT IS USING THE EXCHANGE OFFER MEMORANDUM IN ACCORDANCE WITH THIS CONSENT AND THE CONDITIONS ATTACHED HERETO.**

(d) General consent:

Applicable