

MOZZENO

SUPPLEMENT TO THE BASE
PROSPECTUS
SUMMARY DATED 28-11-2017

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26/07/2018



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SUPPLEMENT TO THE BASE PROSPECTUS DATED 28/11/2017

MOZZENO

a public limited liability company (« société anonyme »/ « naamloze vennootschap »), incorporated under the laws of Belgium, with its company seat at Avenue Louise 523, B-1050 Brussels, registered with the Belgian Crossroads Bank for Enterprises under number O643.893.720.

Offering program for the issuance of unsecured borrower repayment dependent notes

This document constitutes a supplement to the base prospectus dated 2017-11-28 for the purpose of article 16 of the Prospectus Directive and article 34 of the Prospectus Law in respect of the Program. Under its Program for the issuance of Notes, mozzeno may from time to time issue Notes. These Notes will be issued in different Series. The Terms and Conditions applicable on these Notes will comprise the Conditions of the Notes set out in the Prospectus, which will be completed by the relevant Final Terms. The Notes will be issued in nominative form. A blank sample of the Final Terms is included in this Supplement. Prior to investing into a Note, an investor must read the relevant Final Terms as well as to the Prospectus and the Supplement.

The FSMA has approved this supplement, in accordance with the Art. 34, §2 of the Prospectus Law (16 June 2006). By approving the Prospectus and its supplements, the FSMA gives no undertakings as to the economic and financial opportuneness of the transaction or the quality or solvency of mozzeno.

This supplement drafted in English is dated 2018-07-26. The prospectus, any further supplement and the different versions of the summary can be consulted on www.mozzeno.com

mozzeno's Board of Directors is responsible for this supplement and declares that the information contained at its initiative in this supplement conforms to reality and does not bear any omissions which could alter the scope of the information provided. This supplement must be read in conjunction with the Base Prospectus and the Final Terms.

1 INTRODUCTION

mozzeno aims at providing a further liquidity option to Noteholders, on a best effort basis. This option consists in letting Noteholders offer to resell (part of) their Notes to mozzeno. Section 2 of this supplement to the Prospectus depicts the resulting changes applicable for current Noteholders and also applicable for future issuance of Notes, mainly with respect to the related transferability conditions and interest accrual calculation method.

For the avoidance of doubt, this further liquidity option:

- does not alter negatively the existing rights of the Noteholders, but extend these rights;
- does not constitute a guaranteed liquidity option.

In the event that, under this scenario, certain Notes are purchased-back by mozzeno, the risk exposure represented by the Series Specific Loan is not fully covered anymore by Notes funded by Investors and mozzeno shall seek to re-issue new Notes under the same Series for the same amount. Section 3 of this supplement to the Prospectus provides a new form of Final Terms applicable for future issuance, and providing enhanced information on the repayment progress and effectiveness, in case Notes are issued in the course of the Series Specific Loan maturity.

2 CHANGES TO THE PROSPECTUS FOR CURRENT NOTEHOLDERS AND FOR FUTURE ISSUANCE

2.1 NEW TEXT OF ELEMENT C.5 OF THE SUMMARY

Element and description	Disclosure requirement
C.5 Restrictions on free negotiability	<p>Save for what is set out below and provided by law, the Notes are not transferrable. In case of a transfer for a reason set out below or provided by law, including the death of a Noteholder, mozzeno commits to take the required internal measures to register the change of ownership on the Platform and involved Investor Profiles for any executed transfers of Notes.</p> <p>Best effort liquidity option provided by mozzeno</p> <p>In order to increase the liquidity for investors, the Noteholders will have the option to transfer all or part of their Notes to mozzeno, to the extent that all parties involved reach an agreement on the transfer as such, as well as on the conditions thereof including, but not limited to, the price to be paid for the Notes (principal with a possible discount or premium, method of distribution of accrued interest...) and the possible payment (and amount) of a servicing fee to mozzeno. This possibility does not provide a guaranteed liquidity and accordingly Investors should not invest in the Notes unless they feel that they can hold them until the Final Maturity Date.</p>

2.2 NEW TEXT OF SECTION 8.4 TRANSFER OF NOTES, ADMISSION TO TRADING AND DEALING ARRANGEMENTS

Restriction on transferability and effect of an effective transfer of Notes

Save for what is set out below and provided by law, the Notes are not transferrable. In case of a transfer for a reason set out below or provided by law, including the death of a Noteholder, mozzeno commits to take the required internal measures to register the change of ownership on the Platform and involved Investor Profiles for any executed transfers of Notes.

Best effort liquidity option provided by mozzeno

In order to increase the liquidity for investors, the Noteholders will have the option to transfer all or part of their Notes to mozzeno, to the extent that all parties involved reach an agreement on the transfer as such, as well as on the conditions thereof including, but not limited to, the price to be paid for the Notes (principal with a possible discount or premium, method of distribution of accrued interest...) and the possible payment (and amount) of a servicing fee to mozzeno. Immediately after such transaction takes place, the agreed price, minus agreed servicing fee will be payable. The accrued Interests will become payable on a pro-rata basis at the next Interest Payment Date. The payable amounts will be held on the Cash Balance of the Investor, in accordance with section 8.2.5.3 of the Prospectus. The Investor can afterwards freely decide whether to reinvest the received amounts in other Series of Notes or to request their transfer to the Investor's bank account configured in his Investor Profile. This possibility does not provide a guaranteed liquidity and accordingly Investors should not invest in the Notes unless they feel that they can hold them until the Final Maturity Date.

2.3 ADDITION OF TEXT AT THE END OF SECTION 8.2.5.1 PAYMENTS OF INTEREST AND REDEMPTION PAYMENTS

In the event that Notes are transferred in the course of an Interest Accrual Period, Interests on these Notes shall accrue on a pro-rata basis, with regards to the outstanding principal amount held and the time range of this holding, over the specific Interest Accrual Period(s), respectively for each of the Noteholders involved in the transfer.

3 NEW FORM OF FINAL TERMS FOR FUTURE ISSUANCES OF NOTES

3.1 NEW TEXT FOR SECTION 9 FORM OF FINAL TERMS

Final Terms

Final terms dated [▪], with sequence number [▪]-[▪]

Offering program for the issuance of unsecured borrower repayment dependent notes by mozzeno SA/NV.

Series [▪] relating to the Series Specific Loan with reference number [▪].

Terms used herein shall be deemed to be as defined in the Base Prospectus dated [▪], in respect of Notes issued by mozzeno acting as Issuer. This document constitutes the Final Terms of the Notes described and must be read in conjunction with the Base Prospectus. Full information on the mozzeno and the public offer of Notes is only available based of a combination of these Final Terms, the Base Prospectus and its supplements, available on www.mozzeno.com.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Italicised text denotes directions for completing these Final Terms.]

Information relating to the offer and the Series of Notes:	
Authorization	The issuance of the Notes has been authorized by a resolution of mozzeno’s board of directors dated [▪].
Aggregate Nominal Amount	[▪]
Specified Denomination	[▪]
Issue Price	[▪] %
Offer Period	[▪] to [▪]. mozzeno may abbreviate the offer period in its absolute discretion.
Issue Date	[▪]. In case of an abbreviation of the offer period, the Issue Date will be adjusted accordingly.
Scheduled Maturity Date	In case of an abbreviation of the offer period, the Scheduled Maturity Date may be brought forward accordingly.
Final Maturity Date	In case of an abbreviation of the offer period, the Final Maturity Date may be brought forward accordingly.
Notes Interest Rate	[▪] per cent per annum, the impact of Handling Fees and Credit Insurance Premium is already deducted.
Total of Series periodic instalment amounts	[▪] per [▪], in case of effective and timely repayments by the Borrower under the Series Specific Loan.
Handling fees	[▪] % on amounts received or collected under the Series Specific Loan, impact included in the Notes Interest Rate.
Interest Accrual Date	The [▪] day in each [▪], with the first Interest Accrual Date being [▪], or, if any such day does not exist in the concerned period, the previous day

	which exists in the concerned month. In case of an abbreviation of the offer period, the first Interest Accrual Date may be brought forward accordingly.
Interest Payment Dates	The Interest Payment Dates are the [▪] day in each [▪] up to and including the Scheduled Maturity Date, with the first Interest Payment Date being [▪], or, if any such day is not a Business Day, the next following Business Day. In case of an abbreviation of the offer period, the first Interest Payment Date may be brought forward accordingly.
Redemption Dates	<i>[for periodic redemption]</i> The Redemption Dates are the [▪] day in each [▪] up to and including the Scheduled Maturity Date or the Final Maturity Date, as the case may be, with the first Redemption Date being [▪], or, if any such day is not a Business Day, the next following Business Day. In case of an abbreviation of the offer period, the first Redemption Date may be brought forward accordingly. <i>[for redemption at maturity]</i> The Redemption Date is the Scheduled Maturity Date or the Final Maturity Date, as the case may be, or, if any such day is not a Business Day, the next following Business Day. In case of an abbreviation of the offer period, the Redemption Date may be brought forward accordingly.
Minimum subscription amount	[▪], or remaining amount to complete financing, whichever is the lowest amount.
Series identification number	[▪]
Indication of gross yield	[▪] % after deduction of fees but before taxes Assuming no late payments, no withdrawal and no prepayment by the Borrower under the Series Specific Loan, and holding the Notes till Final Maturity.
Indication of net yield	[▪] % after deduction of fees and currently applicable withholding taxes for Belgian retail investors [30] %. Assuming no late payments, no withdrawal and no prepayment by the Borrower under the Series Specific Loan, and holding the Notes till Final Maturity. Only relevant for Belgian retail investors.
[Specific information on the repayment progress if it already started at the time of the offer]	
Part of Aggregate Nominal Amount being issued	[▪]
Progress	[▪]/[▪] as of [▪]
Borrower's current repayment status	<i>[late]/[current]</i>

[Table used in case of consumer loan]

Information relating to the Series Specific Loan (consumer loan)

Risk-class of the Series Specific Loan	[▪]
Country of origination	[▪]
Borrower's living area *	[▪]
Lender	[▪]
Originator	[▪]
Borrower's monthly net income *	[▪]
Loan purpose *	[▪]
Home ownership *	[▪]
Debt-to-income ratio *	[▪] %
Employment status *	[▪] since [▪]
Education level *	[▪]
Marital status *	[▪]
External information coverage (social network, e-banking and other tools)	[▪]
Credit insurance subscribed by mozzeno	[yes/no]
PROTECT Guarantee	[▪] % of the principal outstanding amount of the Loan (for the avoidance of doubt, not necessarily corresponding to the Principal Amount Outstanding of the Notes) and up to 3 unpaid due instalments on the Loan, conditions apply. or [▪] % of the principal outstanding amount of the loan, conditions apply [or] [▪] other calculation method, conditions apply
Credit Life Insurance subscribed by Borrower	[yes/no]
* as self-reported by the primary Borrower at the time of the application , not verified beyond reasonable plausibility checks	

[Table used in case of business loan]

Information relating to the Series Specific Loan (business loan)	
Risk-class of the Series Specific Loan	[▪]
Country of origination	[▪]
Borrower's details *	[▪]
Originator	[▪]

Funding Loss Indemnity in case of pre-payment	[▪] %
Loan purpose *	[▪]
Complementary project information *	[▪]
Credit insurance subscribed by mozzeno	[yes/no]
PROTECT Guarantee	[▪] % of principal amount outstanding on the loan or [▪] other calculation method, conditions apply
* as self-reported by the Borrower or Originator at the time of the application , not verified beyond reasonable plausibility checks	