

## **First Supplement Dated 11 April 2025 to the Securities Note dated 8 May 2024 of Backed Assets (JE) Limited**

This supplement ("**First Supplement**") is supplemental to the securities note for the issuance of tokenized securities of Backed Assets (JE) Limited dated 8 May 2024 ("**Securities Note**") and must be read in conjunction with (i) the Securities Note and any other supplements thereto, (ii) the information document on Backed Assets (JE) Limited dated 8 May 2024 ("**Registration Document**") and any supplement thereto (Securities Note, Registration Document and any supplements thereto "**Base Prospectus**") and (iii) the respective specification of the detailed terms applicable to each Product ("**Final Terms**") for the specific securities in order to obtain all the relevant information.

This First Supplement constitutes a supplement according to Article 23 of the Regulation (EU) 2017/1129 of the European Parliament and the Council of 14 June 2017, as amended ("**Prospectus Regulation**"). Terms defined in the Securities Note have the same meaning when used in this Supplement. In case of discrepancies between this First Supplement and the Securities Note, this First Supplement shall prevail.

This First Supplement has been approved by the Financial Market Authority Liechtenstein ("**FMA**"), as competent authority under the Prospectus Regulation. The FMA only approves this First Supplement as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the securities that is/are the subject of this First Supplement. Investors should make their own assessment as to the suitability of investing in the securities.

This First Supplement will be available on the website of Backed Assets (JE) Limited at [www.backedassets.fi](http://www.backedassets.fi) during 10 years after its publication and is also available (together with the other parts of documents of the Base Prospectus) free of charge at the offices of the Issuer at Backed Assets (JE) Limited, First Floor, La Chasse Chambers, Ten La Chasse, St. Helier, JE2 4UE, Jersey. Any website mentioned in this First Supplement does not form part of this First Supplement or the Base Prospectus itself.

### **1. RIGHT OF WITHDRAWAL:**

Investors who have already agreed to purchase or subscribe for the Products issued pursuant to Final Terms under the Base Prospectus before this First Supplement is published shall according to Article 23 paragraph 2 Prospectus Regulation have the right, exercisable within three Business Days after the publication of this First Supplement to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy referred to in this First Supplement arose or was noted before the closing of the offer period or the delivery of the Products, whichever occurs first.

Any withdrawal may be exercised without stating any reason and shall be sent to the Issuer (Backed Assets (JE) Limited, First Floor, La Chasse Chambers, Ten La Chasse, St. Helier, JE2 4UE, Jersey) in written form.

### **2. PURPOSE / REASON OF THIS SUPPLEMENT:**

This Supplement has been prepared in order to update the Securities Note with:

#### a. Introduction of an alternative issuance process

This alternative issuance process enables the Issuer to issue Products while the settlement logistics are still in progress. The actual delivers-versus-payment is therefore reduced to (almost) real-time in contrast to the usual token issuance (T+2 settlement).

#### b. Introduction of Other Collateral

New definitions of "Standard Collateral" and "Other Collateral" are being introduced, whereas the term "Standard Collateral" will replace the existing term "Collateral". Other Collateral are the assets specified in the Final Terms and provided in addition to or instead of the Standard Collateral, whereas the nature, type and valuation of the Other Collateral may differ from the Standard Collateral as specified in the Final Terms. This differentiation provides the Issuer with more options and requires a clear differentiation in the Securities Note between "Underlying" and "Collateral".

### 3. INFORMATION BEING SUPPLEMENTED:

#### a. Amendments in section "A. Definitions":

1. The definition of "**Collateral**" shall be amended, and shall read as follows:

"The Standard Collateral and the Other Collateral".

2. In the definition of "**Custodian**", the term "Underlyings" shall be replaced by the term "Collateral".

3. The definition of "**Other Collateral**" shall be added, and shall read as follows:

"The assets specified in the Final Terms and provided in addition to or instead of the Standard Collateral, whereas the nature, type and valuation of the Other Collateral may differ from the Standard Collateral as specified in the Final Terms.

It is held with the Custodian and serves as collateral to secure the payment obligations of the Issuer under the Base Prospectus and the Final Terms.

Other Collateral must (i) be readily marketable (liquidity), (ii) have an ascertainable market value, and (iii) be freely transferable without legal or contractual restrictions".

4. The definition of "**Standard Collateral**" shall be added, and shall read as follows:

"The assets specified in the Final Terms representing the Underlying or the Underlying Components credited to and any cash held in any Collateral Account(s) of the Issuer held with the Custodian and which serve as collateral to secure the payment obligations of the Issuer under the Base Prospectus and the Final Terms".

5. The definition "**Underlying(s) / Underlying Component(s)**" shall be replaced by the following two separate definitions:

"**Underlying(s)**": "The Underlying specified in the relevant Final Terms"; and

"**Underlying Component(s)**": "Underlying Components as specified in the Final Terms

In the event that the Product is linked to (i) an Index, each component of such Index, and (ii) a basket, each component of such basket".

**b. Amendment in section "B.2.1 Preliminary Remarks"**

1. In the first paragraph, the phrase "in the account of the Issuer held with the Custodian" shall be replaced with ", any other assets and any cash held in any Collateral Account(s)".

**c. Amendment in section "B.2.3.1.5 Overcollateralization"**

1. The following new section shall be added:

"Although an overcollateralization is required for the extent of Other Collateral and the overcollateralization mechanism is designed to provide additional security, Investors shall consider the following risks.

The Other Collateral value may not directly align with the value and/or performance of the Product. Furthermore, overcollateralization may not always be sufficient to fully cover the outstanding payment obligations of the Issuer in e.g., periods of extreme market volatility and unexpected losses in the Other Collateral value. In such events, the Other Collateral value may fall below the Redemption Amount.

Additionally, the Issuer is allowed to reduce Other Collateral in case of exceeding thresholds within the course of the next following Business Day (T+1). Any reduction of Other Collateral could increase the exposure of Investors to losses in the above events.

Although the Issuer shall monitor and ensure compliance with each Other Collateral value once per Business Day and is obliged to bring additional Other Collateral in case of falling below thresholds, there is no guarantee that these risk management measures will fully prevent losses (i.e. unforeseen market dynamics may impact the effectiveness of the overcollateralization mechanism).

Risk rating: medium"

**d. Amendment in section "B.2.4.2.3 Limited Trading Hours"**

1. In the first sentence, the phrase "Underlyings, thus Collateral of the Products" shall read as follows:

"Underlyings, and/or Underlying Components and/or Collateral".

**e. Amendment in section "B.2.4.2.7 Risks relating to Products Linked to Indices"**

1. In the first paragraph, the following new sentence shall be added:

"Additionally, in no event shall the Index constitute the Collateral of the Product."

**f. Amendment in section "B.3.2 Interest of Natural and Legal Persons involved in the Issue / Offer"**

1. In the paragraph regarding the "Paying Account Provider", the phrases "FIAT currency or any other currency in the discretion of the Issuer" in the section "Function", items i. and ii. shall read as follows:

“FIAT currency or any other currency (including cryptocurrency) in the discretion of the Issuer”.

**g. Amendments in section "B.3.3.2 Issuance Process"**

1. In the first paragraph, the phrase "The practical steps involved in the issuance of Products are as follows" shall read as follows:

“There are two different issuance processes, which are specified in the Final Terms for each Product. The practical steps involved in the issuance of Products for the two issuance process options are as follows:”

2. After the first paragraph, the following new subtitle shall be added:

**“Issuance process option 1: delivery upon receipt of Collateral:”**

3. The phrase “and the Authorized Participant submits a purchase order to the Issuer” in item b. following the above-mentioned subtitle “Issuance process option 1: delivery upon receipt of Collateral:” shall be deleted.

4. The phrase “buys the number of Underlyings equivalent to the "Investor's or Authorized Participant's payment amount *minus* Investor Fees" (fractional Underlyings are possible)” in item e. (i.) following the above-mentioned subtitle “Issuance process option 1: delivery upon receipt of Collateral:” shall be replaced by the following:

“buys the Collateral required for the number of Ledger-Based Securities resulting from "Investor's or Authorized Participant's payment amount *minus* Investor Fees" (fractional Ledger-Based Securities are possible)”

5. The phrase “transfers the Underlying to the Collateral Account with the Custodian” in item e. (i.) following the above-mentioned subtitle “Issuance process option 1: delivery upon receipt of Collateral:” shall be replaced by the following:

“transfers the Collateral to the Collateral Account with the Custodian”

6. The phrase “in case of successful purchase of the Underlying” in item e. (ii.) following the above-mentioned subtitle “Issuance process option 1: delivery upon receipt of Collateral:” shall be replaced by the following:

“in case of successful purchase of the Collateral”

7. The phrase “activate the pre-created Ledger-Based Securities in the amount equivalent to the purchased Underlyings” in item e. (ii.) following the above-mentioned subtitle “Issuance process option 1: delivery upon receipt of Collateral:” shall be replaced by the following:

“activate the pre-created Ledger-Based Securities in the required amount”

8. The term “Underlying” in item e. (iii.) following the above-mentioned subtitle “Issuance process option 1: delivery upon receipt of Collateral:” shall be replaced by the term “Collateral”,

9. After item e (iii.), the following new subtitle shall be added:

**“Issuance process option 2: delivery upon receipt of payment:”**

10. The following new section shall be added following the above-mentioned subtitle “Issuance process option 2: delivery upon receipt of payment:”:

“a. The Ledger-Based Securities for the Products are pre-created (but not activated) by the Tokenizer for each specific Product and transferred into a wallet held by the Tokenizer on behalf of the Issuer.

b. Investor submits purchase order to the Issuer or, where applicable, the Authorized Participant sends a purchase order to the Issuer.

c. The Investor has to go through KYC/AML procedures in accordance with applicable legal and regulatory requirements and acknowledge required regulatory warnings. The Issuer, acting in its sole discretion, has the right to reject any issuance request if there are negative findings or other material issues with the issuance. Where an Authorized Participant is involved, the Authorized Participant will apply its own KYC/AML procedures in relation to any person wishing to purchase the Products from it in accordance with its own legal and regulatory requirements.

d. Upon receipt of either the Authorized Participant's payment or the Investor's payment (including Investor Fees) or respective guarantee or equivalent security on the Paying Account, the Issuer immediately:

i. if required, transfers the payment amount to a service provider for conversion to Fiat currency (Off Ramping), instructing the proceeds of conversion to be delivered to a Collateral Account:

ii. submits a purchase order to buy the Collateral required for the number of Ledger-Based Securities resulting from "Investor's or Authorized Participant's payment amount *minus* Investor Fees" (fractional Ledger-Based Securities are possible)

iii. submits a creation order to the Tokenizer; and

iv. instructs the Tokenizer to activate the pre-created Ledger-Based Securities in the required amount and to transfer them to the wallet specified by the Investor (or the Authorized Participant's wallet, as applicable).

e. Upon the Business Day following the receipt of the Authorized Participant's payment or the Investor's payment (including Investor Fees) or respective guarantee or equivalent security (i.e. T+2), the Issuer shall receive the purchased Collateral required for the number of Ledger-Based Securities resulting from "Investor's or Authorized Participant's payment amount *minus* Investor Fees" (fractional Ledger-Based Securities are possible) to the Collateral Account with the Custodian (or as directed by the Authorized Participant, as applicable).”

11. The term “Underlying” in the phrase “There are no creation limits on the Products assuming sufficient liquidity in the capital markets in which the Underlying is purchased” following the above-mentioned new section, shall be replaced by “Collateral” and the phrase shall thus read as follows:

"There are no creation limits on the Products assuming sufficient liquidity in the capital markets in which the Collateral is purchased".

**h. Amendments in section "B.3.3.3 Redemption Process"**

1. The first paragraph of Letter d. of this section: "Until the fifth Business Day following the receipt of the Investor's Products (i.e. T+5), the Issuer" shall be changed as follows:

"Until the fifth Business Day following the receipt of the Investor's Products (i.e. T+5), or such earlier date as the Issuer may determine in the event the Issuer elects to pre-finance the redemption, the Issuer"

2. In letter d. ii. Of this section, the word "Underlying" shall be replaced by "Collateral".

**i. Amendments in section "B.3.5 Reasons for the Offer and Use of Proceeds"**

1. In the first paragraph of this section, the word "Underlyings" shall be replaced by "Collaterals".

**j. Amendments in section "B.4.1.6 Rights attached to the Securities"**

1. In the fourth paragraph of this section, the following part shall be added after "(..) any issuers of Underlyings (..)": "/Underlying Components or any issuers of the Collateral".
2. In the fifth paragraph the first sentence shall be amended by adding "or the Collateral" after "Underlying Components". Furthermore, the second sentence shall be amended by adding "and/or the Collateral" after "Physical delivery of the Underlyings".
3. In the sixth paragraph, "/Underlying Component" shall be added after each time, in total three times, the word "Underlying" is used and shall read as follows:

"The Investors do not have any dividend, voting, pre-emption rights in offers for subscription of securities of the Underlying/Underlying Component or any right to share in the profits of an issuer of an Underlying/Underlying Component, or any right in any surplus in the event of liquidation, also relating to the Underlying/Underlying Component."

**k. Amendments in section "B.4.7.1 Method of Collateralization"**

1. The following part shall be added before the first paragraph:

**"Collateral:**

The composition of the Collateral securing the payment obligations of the Issuer under the Base Prospectus and the Final Terms may be fully or partially derived from the:

- i. Standard Collateral, as specified in the Final Terms (if applicable); and/or
- ii. Other Collateral, as specified in the Final Terms (if applicable).

**Method:"**

2. In the second paragraph and under the chapter “Provision of Security (“Attachement”):” the following amendments shall be made:

In the second sentence “Underlyings serving as” and “securities” shall be removed. Furthermore, “Product” shall be added after “(sub-)accounts for each”. Thus, the second sentence shall read as follows:

“Any Collateral will be held and administered by the Issuer on one or several separate (sub-)accounts for each Product held with the Custodian in accordance with the Custody Agreement (“Securities Account”).”

3. The last sentence of the first paragraph under the aforementioned chapter shall be amended such as to read:

“It may also, at its sole discretion and upon notification to the Investors and publication of such notice on its website [www.backedassets.fi](http://www.backedassets.fi), alter the Custody Arrangement for the Collateral, including the jurisdiction of where the Collateral is booked on Securities Accounts.”

4. Under the chapter “Collateral Value:” of this section, the first paragraph, starting with “Each Product issued shall be (..)”, shall be amended such as to read:

“Each Product issued shall be collateralized through the Standard Collateral or Other Collateral or a mix of both, whereas an overcollateralization is required for the extent of Other Collateral.”

5. Under the same chapter as above of this section, the second paragraph, starting with “The value of(..)” shall be amended to read as follows:

“Standard Collateral: The value of the Standard Collateral to be maintained by the Issuer (as Collateral Provider) at any point in time is determined by and must correspond to the then current value of the outstanding Products calculated accordingly by the Issuer. The Standard Collateral consists of such number of Underlyings (or Underlying Components in the case of Baskets) corresponding to the number of outstanding Ledger-Based Securities in the Product. During the settlement period for the purchase and delivery of the Collateral in the delivery upon receipt of payment issuance process (option 2), Standard Collateral may also consist of all funds and assets in transit in connection with the designated Collateral of a specific Product and any rights and claims attached to such funds and assets, in particular (i) cash positions (FIAT or stable-coins) corresponding to the payment amount for the whole settlement period, ie. the cash position will not follow the fluctuations of the Underlying/Underlying Components, and/or (ii) the Issuer’s claims on delivery of the Standard Collateral against its counterparties.

Other Collateral: Other Collateral may consist of (i) cash, (ii) any stock-exchanged listed financial instrument in form of book-entry securities, (iii) non-listed financial instruments in the form of book-entry securities with a minimum outstanding book value of at least USD 50 million, or (iv) any highly liquid crypto asset listed at least on three exchanges and having a minimum market volume of USD 10 billion or more (as per reference values from [coinmarketcap.com](https://coinmarketcap.com)). During the settlement period for the purchase and delivery of the Collateral in the delivery upon receipt of payment issuance process (option 2), Other Collateral may also consist of all funds and assets in transit in connection with the designated Collateral of a specific Product and any rights and claims attached to such funds and assets, in particular the Issuer’s claims on delivery of the Other Collateral against its counterparties. The value of the Other Collateral to be maintained by the Issuer (as

Collateral Provider) at any point in time is determined by and must correspond to the overcollateralization factor *times* the then current value of the outstanding Products calculated accordingly by the Issuer, whereas the overcollateralization factor is defined in the Final Terms and can vary between different asset types:

$$\text{Other Collateral value} = \text{outstanding Products value} \times \text{overcollateralization factor}$$

The Issuer shall monitor and ensure compliance with each Other Collateral value once per Business Day and is obliged to bring additional Other Collateral in case of falling below thresholds and is allowed to reduce Other Collateral in case of exceeding thresholds within the course of the next following Business Day (T+1).“

**l. Amendments in section “B.5.II. Form and Transferability of Securites”**

1. Under section “B.5.II. Form and Transferability of Securites”, the second sentence of the first paragraph shall be amended to read as follows:

“Physical delivery of the Underlyings/Underlying Components or any issuers of the Collateral or other entities is excluded and Investors' interests are settled in fiat currency and/or Cryptocurrencies in the event of a redemption or termination.“

**m. Amendments in section “B.5.III. Rights attached to Products”**

1. Under section “B.5.III. Rights attached to Products” the first sentence of the second paragraph shall be amended by adding “, Underlying Component or issuers of Collateral” after “Underlyings” as to read as follows:

“Each Investor's rights as creditor do not consist of any shareholders' rights; thus, excluding all rights of attendance, dividend payments, other participation rights or voting rights at a general assembly of the Issuer or any issuers of Underlyings, Underlying Component or issuers of Collateral or other entities.“

2. The third paragraph of this section shall be amended to read as follows:

“The Investors in a Product are not entitled to any rights or claims to the Underlying or the Underlying Components or the Collateral, i.e. the Investors do not have any dividend, voting, pre-emption rights in offers for subscription of securities of the Underlying/Underlying Component or any right to share in the profits of an issuer of an Underlying/Underlying Component, or any right in any surplus in the event of liquidation, also relating to the Underlying/Underlying Component.“

**n. Amendments in section “B.5.IV. Collateralization”**

1. Under section “B.5.IV. Collateralization” the second sentence of the second paragraph, starting with “Any Underlyings serving as(..)”, shall be amended to read as follows:

“Any Collateral will be held and administered by the Issuer on one or several separate Collateral Accounts for each Product and related cash held with the Custodian in accordance with the Custody Agreement.“



2. The third sentence of the second paragraph of this section, starting with “Purchasing and selling of fractional (..)” shall be amended to read as follows:

“Purchasing and selling of fractional Ledger-Based Securities is possible; the total Collateral will be rounded up to the next unit of the Underlying.”

3. The sentence “The value of collateral to be maintained by the Issuer (as Collateral Provider) at any point in time is determined by and must correspond to the then current value of the Product calculated according to clause I. Product Type.” In the seventh paragraph shall be amended to read as follows:

“The value of collateral to be maintained by the Issuer (as Collateral Provider) at any point in time is determined by and must correspond for Standard Collateral to the then current value of the Product calculated according to clause I. Product Type. The Standard Collateral consists of such number of Underlyings (or Underlying Components in the case of Baskets) corresponding to the number of outstanding Ledger-Based Securities in the Product. During the settlement period for the purchase and delivery of the Collateral in the delivery upon receipt of payment issuance process (option 2), Standard Collateral may also consist of all funds and assets in transit in connection with the designated Collateral of a specific Product and any rights and claims attached to such funds and assets, in particular (i) cash positions (FIAT or stablecoins) corresponding to the payment amount for the whole settlement period, ie. the cash position will not follow the fluctuations of the Underlying/Underlying Components, and/or (ii) the Issuer’s claims on delivery of the Standard Collateral against its counterparties.

Other Collateral may consist of (i) cash, (ii) any stock-exchanged listed financial instrument in form of book-entry securities, (iii) non-listed financial instruments in the form of book-entry securities with a minimum outstanding book value of at least USD 50 million, or (iv) any highly liquid crypto asset listed at least on three exchanges and having a minimum market volume of USD 10 billion or more (as per reference values from coinmarketcap.com). During the settlement period for the purchase and delivery of the Collateral in the delivery upon receipt of payment issuance process (option 2), Other Collateral may also consist of all funds and assets in transit in connection with the designated Collateral of a specific Product and any rights and claims attached to such funds and assets, in particular the Issuer’s claims on delivery of the Other Collateral against its counterparties. The value of the Other Collateral to be maintained by the Issuer (as Collateral Provider) at any point in time is determined by and must correspond to the overcollateralization factor *times* the then current value of the outstanding Products calculated accordingly by the Issuer, whereas the overcollateralization factor is defined in the Final Terms and can vary between different asset types:

$$\text{Other Collateral value} = \text{outstanding Products value} \times \text{overcollateralization factor}$$

The Issuer shall monitor and ensure compliance with each Other Collateral value once per Business Day and is obliged to bring additional Other Collateral in case of falling below thresholds and is allowed to reduce Other Collateral in case of exceeding thresholds within the course of the next following Business Day (T+1).“

**o. Amendments in section “B.5.VI.i. In General”**

1. Under section “B.5.VI.i. In General”, paragraph two, sentence three, “Underlyings and Products” shall be replaced by “Ledger-Based Securities”.

**p. Amendments in section “B.5.VI.ii. Issuance”**

1. Under section “B.5.VI.ii. Issuance” the following sentence shall be added before the first sentence of the first paragraph: “There are two different issuance processes, which are specified in the Final Terms for each Product.”

2. The second sentence of this paragraph shall be amended to read as follows:

“The practical steps involved in the issuance of Products for the two issuance process options are as follows:“

3. The following title shall be added before letter a. of this section and after the first paragraph:

**“Issuance process option 1: delivery upon receipt of Collateral:“**

Under Roman one of the letter e. of this section the sentence starting with “buys the number of (..)” shall be amended to read as follows:

“buys the Collateral required for the number of Ledger-Based Securities resulting from “Investor's or Authorized Participant's payment amount *minus* Investor Fees” (fractional Ledger-Based Securities are possible) and transfers the Collateral to the Collateral Account with the Custodian (or as directed by the Authorized Participant, as applicable);“

Under Roman two of the letter e. of this section the sentence starting with “in case of successful purchase(..)” shall be amended to read as follows:

“in case of successful purchase of the Collateral, instructs the Tokenizer to activate the pre-created Ledger-Based Securities in the required amount and to transfer them until the latest 6:00pm CEST to the wallet specified by the Investor (or the Authorized Participant's wallet, as applicable);“

4. Under Roman three of the letter e. of this section, the word “Underlying” shall be replaced by “Collateral”.
5. After Roman three of the letter e. of this section the following title (in bold) and the subsequent paragraphs shall be added:

**“Issuance process option 2: delivery upon receipt of payment:“**

- a. The Ledger-Based Securities for the Products are pre-created (but not activated) by the Tokenizer for each specific Product and transferred into a wallet held by the Tokenizer on behalf of the Issuer.
- b. Investor submits purchase order to the Issuer or, where applicable, the Authorized Participant sends a purchase order to the Issuer.

- c. The Investor has to go through KYC/AML procedures in accordance with applicable legal and regulatory requirements and acknowledge required regulatory warnings. The Issuer, acting in its sole discretion, has the right to reject any issuance request if there are negative findings or other material issues with the issuance. Where an Authorized Participant is involved, the Authorized Participant will apply its own KYC/AML procedures in relation to any person wishing to purchase the Products from it in accordance with its own legal and regulatory requirements.
  - d. Upon receipt of either the Authorized Participant's payment or the Investor's payment (including Investor Fees) or respective guarantee or equivalent security on the Paying Account, the Issuer immediately:
    - i. if required, transfer the payment amount to a service provider for conversion to Fiat currency (Off Ramping), instructing the proceeds of conversion to be delivered to a Collateral Account;
    - ii. submits a purchase order to buy the Collateral required for the number of Ledger-Based Securities resulting from "Investor's or Authorized Participant's payment amount minus Investor Fees" (fractional Ledger-Based Securities are possible);
    - iii. submits a creation order to the Tokenizer; and
    - iv. instructs the Tokenizer to activate the pre-created Ledger-Based Securities in the required amount and to transfer them to the wallet specified by the Investor (or the Authorized Participant's wallet, as applicable).
  - e. Upon the Business Day following the receipt of the Authorized Participant's payment or the Investor's payment (including Investor Fees) or respective guarantee or equivalent security (i.e. T+2), the Issuer shall receive the purchased Collateral required for the number of Ledger-Based Securities resulting from "Investor's or Authorized Participant's payment amount *minus* Investor Fees" (fractional Ledger-Based Securities are possible) to the Collateral Account with the Custodian (or as directed by the Authorized Participant, as applicable)."
6. The last sentence after Roman three of letter e of this section, "There are no creation limits on the Products assuming sufficient liquidity in the capital markets in which the Underlying is purchased.", shall be amended by replacing "Underlying" with "Collateral".

**q. Amendments in section "B.5.VI.v. Settlement"**

1. Under section "B.5.VI.v. Settlement" the second sentence of the first paragraph, which reads "Purchasing and selling of fractional Underlyings(..)", the word "Underlyings" shall be replaced by "Ledger-Based Securities".

Under letter c. of this section, the sentence starting with "Until the fifth Business Day following the receipt (..)" shall be amended to read as follows:

"Until the fifth Business Day following the receipt of the Investor's Products (i.e. T+5), or such earlier date as the Issuer may determine in the event the Issuer elects to pre-finance the redemption, the Issuer:"

2. Under letter c. ii. of this section, the sentence “Liquidates the Underlying in the Collateral Account in the same amount as the redeemed Products;” shall be amended by replacing “Underlying” with “Collateral”.

**r. Amendments in section “B.5.VII.i. Reference Sources”**

1. Under section “B.5.VII.i. Reference Sources” the first sentence of the first paragraph shall be amended by adding “or Collateral” after “As defined in section 5, most of the Underlying or Underlying Components”. Furthermore, “and Collateral” shall be added after “(..)by the issuers of the Underlying and Underlying Components”. Within this sentence, “, the Underlying Component or the Collateral” shall be added to the sentence after “(..)any successor of such Reference Sources or any substitute exchange or quotation system to which trading in the Underlying”.
2. The second sentence of the first paragraph of this section shall be amended by adding “or Collateral” after “Any substitute exchange or quotation system must provide comparable liquidity relative to the Underlying or Underlying Components”.

**s. Amendments in section “B.5.VII.ii. Market Disruption Event”**

1. Section “B.5.VII.ii. Market Disruption Event” shall be amended by adding “and/or Collateral” after “In relation to an Index and/or Underlying Components” within letter a).
2. The first sentence of letter b) of this section shall be amended by adding “, Underlying Component and/or collateral” after “In relation to single Underlying”. Furthermore, “or Collateral” shall be added after “not merely a limitation on the hours and number of days of trading resulting from an announced change in the regular business hours of the relevant Underlying exchange) for the Underlying or one or more Underlying Components”.

**t. Amendments in section “B.5.VII.iii. Rights on Occurrence of a Market Disruption Event”**

1. Section “B.5.VII.iii. Rights on Occurrence of a Market Disruption Event” shall be amended by adding “or Collateral” after “If the Issuer, in its discretion determines that a Market Disruption Event has occurred and is continuing on a Business Day relevant for the fixing, observation or valuation of the Index or the relevant Underlying in the case of a single Underlying or components of an Underlying” and “(..)then the respective Business Day relevant for the fixing, observation or valuation of the Index or the relevant Underlying in the case of a single Underlying or components of an Underlying” within the first sentence of the first paragraph.
2. Furthermore, “or Collateral” shall also be added to the second paragraph of this section after the following: “If, in the sole opinion of the Issuer, a Market Disruption Event is continuing, then (i) the Business Day relevant for the fixing, observation or valuation of the Index or the relevant Underlying in case of a single Underlying or Underlying Components”, “and (ii) the value for that Index or the relevant Underlying”, “for such date shall be determined by the Issuer, in its duly exercised discretion and in accordance with established market practice, it being understood that for relevant Underlyings” and “that are not affected by the Market Disruption Event the Business Day relevant for the fixing, observation or valuation of the Index or the Underlying” to read as follows:

“If, in the sole opinion of the Issuer, a Market Disruption Event is continuing, then (i) the Business Day relevant for the fixing, observation or valuation of the Index or the relevant Underlying in case

of a single Underlying or Underlying Components or Collateral and (ii) the value for that Index or the relevant Underlying or Collateral for such date shall be determined by the Issuer, in its duly exercised discretion and in accordance with established market practice, it being understood that for relevant Underlyings or Collateral that are not affected by the Market Disruption Event the Business Day relevant for the fixing, observation or valuation of the Index or the Underlying or Collateral shall continue to be the originally designated date."

**u. Amendments in section "B.5.VIII.i. Underlying Illiquidity"**

1. Under section "B.5.VIII.i. Underlying Illiquidity" "or Collateral" shall be added after each time "Underlying Components" is mentioned, such as to read as follows:

"For the purpose of these Terms and Conditions Underlying illiquidity means, in respect of any Underlying or Underlying Components or Collateral, low or no trading volume in the Underlying or the Underlying Components or the Collateral, the difficulty to buy and/or sell the Underlying or Underlying Components or Collateral in a short period of time without its price being affected, or any comparable event that leads to an extraordinary illiquidity in any Underlying or Underlying Components or Collateral, as determined by the Issuer in its sole discretion ("**Underlying Illiquidity**")."

**v. Amendments in section "B.5.VIII.ii. Rights upon Underlying Illiquidity"**

1. Under section "B.5.VIII.ii. Rights upon Underlying Illiquidity" the entire passage shall be amended to read as follows:

"In case of Underlying Illiquidity,

- a) in case of being unable to purchase the Underlying or Collateral within the specified timeframe in connection with the Issuance:
  - a. in case of the delivery upon receipt of Collateral issuance process, the Issuer cancels the purchase order and transfers back the purchase price minus a fixed fee covering the expenses of the Issuer (such as KYC) to the Investor;
  - b. in case of the delivery upon receipt of payment issuance process, the Issuer shall
    - (i) in case of Standard Collateral purchase Other Collateral, which is as similar as possible to the Standard Collateral of the specific Product in view of value, liquidity and volatility, (ii) in case of Other Collateral purchase different Other Collateral.
- b) in case of being unable to sell/liquidate the Underlying or the Collateral in the Collateral Account in the same amount as the redeemed Products within the specified timeframe in connection with the Redemption, the Issuer
  - a. may calculate the relevant Redemption Amount based on the average execution price (less transaction costs) as it was obtained on a best effort basis, as determined by the Issuer, instead of using the originally pre-defined fixing or value of the Underlying or Collateral (e.g., the official close of the respective Underlying or Collateral) set out in the Final Terms.

- b. May postpone the determination (fixing) and/or the payment of the relevant Redemption Amount accordingly by such number of Business Days necessary to account for such prevailing market conditions as determined by the Issuer. “

**w. Amendments in section “B.5.IX Adjustments for Products related to any Underlying”**

1. Under section “B.5.IX Adjustments for Products related to any Underlying” the title of this section shall be amended by adding “or Collateral” at the end to read as follows:

“Adjustments for Products related to any Underlying or Collateral”

2. The first sentence of section “B.5.IX.i. Adjustments” shall be amended by adding “or Collateral” after “Underlyings”.
3. Sentence two of the second paragraph of this section shall be amended by adding “or Collateral” after “or Underlying Component” to read as follows:

“Where it determines that an Adjustment Event has occurred, the Issuer will, acting in a commercially reasonable manner and in accordance with established market practice determine whether such Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Underlying or Underlying Component or Collateral and, if so, will make such adjustment as it considers appropriate in its duly exercised discretion and in accordance with established market practice.”

4. The first sentence of the third paragraph of this section shall be amended by adding “or Collateral” after each “Underlying Component” or “Underlying Components”, to read as follows:

“Such adjustment could be made to the Redemption Amount, the relevant Underlying or Underlying Component or Collateral, the number of Underlyings to which the respective Product relates, the number of Underlyings or Underlying Components or Collateral, and/or any other adjustment and, in any case, any other variable relevant to the redemption, Settlement, or payment terms of the relevant Products as the Issuer determines, in its duly exercised discretion but in accordance with established market practice, to be appropriate to account for that diluting or concentrative effect. The Issuer shall further determine, in its duly exercised discretion and in accordance with established market practice, the effective date(s) of such adjustment(s).”

5. Under section “B.5.IX.iii. Discontinuation of Trading on Relevant Underlying Exchange” “or Collateral” shall be added after each “Underlying Component”.

**x. Amendments in section “B.5.XXII.i. Realization Event”**

1. Under section “B.5.XXII.i. Realization Event” the sentence “The issuer is in violation of the applicable law and forced by a regulator to cease its activity, or” shall become number 2. After that passage, the following shall be added:

“any Other Collateral value for a Product has fallen below the applicable thresholds on any Business Day, has not been remediated by the Issuer on the next following Business Day and such breach is then ongoing for 5 consecutive Business Days, or “

2. Number 3. of this section shall become number 4.

**y. Amendments in section “B.5.XXV. Selling restrictions”**

1. Under section “B.5.XXV. Selling restrictions” “or Collateral” shall be added at the end of paragraph three, to read as follows:

“The offering or sale of the Products in certain jurisdictions may be restricted by law including because of the Underlyings/Underlying Components or Collateral.”

**z. Amendments in section “B.6.A.1.1 Information Concerning the products”**

1. Under section “B.6.A.1.1 Information Concerning the products” the following row:

<b>Issuance process option</b>	[Delivery upon receipt of Collateral]  [/ [Delivery upon receipt of payment]]
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shall be added after the row:

<b>Address of smart contract serving as Securities Ledger</b>	The address of the smart contract serving as the Securities Ledger of the Product is: [●]  The Issuer will publish a link to such record of transaction for each Product on its Website: <a href="http://www.backedassets.fi">www.backedassets.fi</a>
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2. Row No. 16 of this table “Calculation of Product Purchase” shall be amended to read as follows:

<b>Calculation of Product Purchase</b>	<p>The Issuer buys the Collateral equivalent to the number of Ledger-Based Securities resulting from the Investor’s payment divided by the Issue Price.</p> <p>Then, the Issuer instructs the Tokenizer to activate the pre-created Ledger-Based Securities of the specific Product in the following amount and to transfer them to the wallet specified by the Investor:</p> <p>a. If a Product allows exclusively Standard Collateral: the amount equivalent to the purchased Standard Collateral;</p> <p>b. If a Product allows not exclusively Standard Collateral: the amount equivalent to the Investor’s payment divided by the Issue Price.</p> <p>In any case, fractional Ledger-Based Securities are possible.</p>
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	Any excess amount paid by the Investors is kept by the Issuer and not re-funded to the Investor.
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**aa. Amendments in section “B.6.A.1.2 Information Concerning the Underlying”**

1. The title of section “B.6.A.1.2 Information Concerning the Underlying” shall be amended by adding “, Index, Basket and Underlying Component(s)” to the end of the title.
2. The subsequent table shall be amended by adding a row above the first row, which says “Underlying” in the left cell.
3. The first row of this table shall be amended to read as follows:

<b>Issuer of the Underlying</b>	[The issuer of the Underlying is [name and address, LEI]]  [/ [Not applicable.]]
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4. In the fifth row, which reads “Description of the Underlying” in the left cell, shall be amended by removing “[index][indices]” and “[Basket consisting of [share[s], security representing share[s] (ADR/GDR), preference share[s], participation certificate[s], other [security][securities] or [●] of [issuer: [●]][,] [and] [bond[s] of [issuer: [●]][,] [and] [in-dex][indices]][,] [and] [derivative[s] linked to [a][an] [fu-ture[s]][exchange rate[s][interest rate][commodity][commodities]]], [and] [Fund[s][,] [and] [ETF[s]]]” from the cell on the right.
5. The subsequent rows six and seven of this table which read “[Index name]” and “[Information on the in-dex]” respectively in the left cell shall be removed.
6. The sixteenth row which reads “[**Information on the fund**]” in the left cell shall be amended by replacing “[/ [Not applicable]]” with “[/ [Not applicable.]]” in the right cell.
7. The following rows shall be added after the seventeenth row:

<b>[Index, Basket and Underlying Component(s)]</b>	
<b>[Index]</b>	[The index is [name of index].]  [/ [Not applicable.]]  [●]  [Substitute index: [●]]



<b>[Information on the index]</b>	<p>[Information on [●] is generally available, e.g. on the website [●].]</p> <p>[[Index sponsor][Index calculation agent]: [●]]</p> <p>[Index disclaimer where relevant: [●]]</p> <p>[in the case of a proprietary index or a basket constituent, insert description of the principal index parameters: [●]]</p> <p>[/ [Not applicable.]]</p> <p>[●]</p>
<b>[Underlying Component(s) of the Index]</b>	<p>[●]</p> <p>[/ [Not applicable.]]</p>
<b>[Basket]</b>	<p>[Basket consisting of [[share[s], security representing share[s] (ADR/GDR), preference share[s], participation certificate[s], other [security][securities] or [●] of [issuer: [●]]], [and] [bond[s] of [issuer: [●]]], [and] [[index][indices]], [and] [derivative[s] linked to [a][an] [future[s]][exchange rate[s]][interest rate]][[commodity][commodities]]], [and] [Fund[s]], [and] [ETF[s]]]</p> <p>[/ [Not applicable.]]</p>

8. The left cell of the eighteenth row, which reads “[Basket]” shall be amended to read: “[Information on the Basket]”.

9. The right cell of the eighteenth row shall be amended to read as follows:

“[Insert information about the individual basket constituents, as described above: [●]]

[/ [Not applicable.]]

[in the case of a proprietary basket as the Underlying, insert description of the selection method: [●]]

[●]“

10. The following row shall be added at the end of this table:

<b>[Underlying Component(s) of the Basket]</b>	<p>[•]</p> <p>[/ [Not applicable.]]</p>
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11. Before section “B.6.A.2 Terms and Conditions of the Offer of Securities to the Public” a new section shall be inserted, which reads as follows:

**“1.3 Information Concerning the Collateral**


<b>Description of the Collateral</b>	<p>The Collateral[s] [is][are]:</p> <p>[Standard Collateral]</p> <p>[Other Collateral]</p> <p>[•]</p>
<b>[Standard Collateral]</b>	<p>[The Standard Collateral is [•].]</p> <p>[/ [Not applicable.]]</p>
<b>[Other Collateral]</b>	<p>[[The Other Collateral is [•].] [The overcollateralization factor is [•].] [•]]</p> <p>[/ [Not applicable.]]</p>

**bb. Amendments in section “B.6.B.4 Interests of Natural and Legal Persons, Third Party Information, Reasons for the Offer and Use of Proceeds”**

- Section “B.6.B.4 Interests of Natural and Legal Persons, Third Party Information, Reasons for the Offer and Use of Proceeds” shall be amended by replacing “Underlyings” within the right cell of the second row with “Collateral”.

Signed on behalf of Backed Assets (JE) Limited, as duly authorized representatives:

10 April 2025

  
\_\_\_\_\_  
Lindsay Anne Bracegirdle  
Director

*End of this First Supplement*

\* \* \* \* \*

*Start of the consolidated version of the Securities Note*

***[Warning: the following consolidated version of the Securities Note is only for simple illustration reasons and is neither part of this Supplement nor of the Base Prospectus and therefore was not approved by the FMA]***