

# MASHUP

## Short Term High Yield Investment Opportunity

### 1-Year Loan to Nasdaq-Listed Company at 12% Interest Rate

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#### Company Overview

**Mashup Ireland AB** is a publicly traded company listed on the **Nasdaq** Stockholm First Growth Market. We specialize in investing in Irish SMEs and Irish value-added property projects. With a diversified portfolio of investments valued at **€14.9 million** and less than €0.6m of liabilities, we are **raising up to €500k of loans** from investors to fund upcoming opportunities. This offer follows our December 2024 €250k loan offer which was **oversubscribed**.

#### Investment Highlights

- **Attractive Returns for Lenders:** We are offering lenders an opportunity to earn **12% per annum** on a 1-year loan as part of a wider strategy aimed at enabling investors to generate very attractive returns by supporting Irish SMEs.
- **Asset-backed:** the company owns shareholdings in Irish SMEs across a range of industries including Recycling & Waste, Logistics, Property, Food Production, Mental Health and Franchising. The portfolio of investments is currently valued at **€14.9m**.
- **Low Leverage, Low Risk:** The company currently has a **loan-to-value (LTV) ratio of only 3.7%**.

#### Loan Structure & Terms

- **Interest Rate:** 12% paid at the end of the loan Term
- **Loan Term:** 1 year
- **Loan Amounts:** We are inviting Lenders to advance loans **from €25k to €250k**.

#### Why Invest in Mashup Ireland?

- **Low Risk, High Reward:** Our low LTV ratio demonstrates our conservative approach to leverage, while the offered interest rate provides a very attractive return.
- **Supporting Irish SMEs:** By investing in Mashup Ireland, you will be supporting the development and growth of Irish SMEs and Irish entrepreneurs as we use the proceeds from your loan to grow our Irish SME portfolio.
- **Stability of a Listed Company:** As a listed company, we operate under rigorous reporting and governance standards, ensuring transparency and accountability for our stakeholders.

#### How will we repay the €500k loans?

- **Equity fundraising:** We will repay the loan in one year's time out of the proceeds of an equity raise in 2025.

#### Disclaimer:

*This document is for informational purposes only and does not constitute an offer to sell, a solicitation to buy, or a recommendation for any security or investment product. The loan opportunity described is intended for sophisticated or qualified investors who understand the risks associated with such investments. Mashup Ireland AB does not provide financial, legal, or tax advice. Investors should seek independent advice regarding the suitability of this opportunity for their circumstances. All investments carry risk, including the potential loss of principal.*

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**Note to Sophisticated Investors:** We have significant structuring experience and the **ability to tailor loans** to suit a wide range of investor tax and investment profiles. For example, if your preference is for a 2 or a 3-year loan, please feel free to get in touch.

## Contact

To discuss this investment opportunity in more detail, please reach out to

Andy Byrne (CEO) andy@mashupgroup.com +353 86 733 6357	Jamie Walsh (CFO) investors@mashupireland.com +353 85 871 9756
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## Mashup Ireland AB Company Financial Profile

**Unaudited**  
**22 Feb 25**  
EUR

### Irish SME minority shareholdings (internal valuations)

<b>Recycling &amp; Waste:</b> 47% of Kollekt.ie, CallanSkips.ie, BigBin.ie & PinkRecycling.ie	€1,903,500
<b>Mental Health:</b> 49.2% of Fettle.ie and 8% of AdhdNow.com	€553,020
<b>eCommerce Fulfilment:</b> 90% of Autofulfil.com	€432,045
<b>Food Production:</b> 14.5% of DessertFirst.ie and Old Mill Bakery	€67,099
<b>Franchising:</b> 5% of CleaningDoctor.ie and CleaningDoctor.co.uk	€59,559

### Irish Property Projects

100% of Mashup plc which owns 78-acre Mashup Venture Park (MashupVP.com)	€7,720,364
90% of Autofulfil Ltd which owns a 1.2-acre property in Dublin 8	€2,811,798

### Irish Receivables

Receivables due within 1 year	€1,050,603
Receivables due after 1 year	€316,322

### **Total Assets**

**€14,914,310**

### Current Liabilities

Loans	€526,703
Accruals	€29,990
<b>Total Liabilities</b>	<b>€556,693</b>

### **Net Assets**

**€14,357,617**

**Loan to Value (Total Liabilities as percentage of Total Assets)**

**3.7%**

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## FAQs

### 1. What is the main purpose of the funds raised from this loan offering?

- **Answer:** The funds raised will primarily support Mashup Ireland's investment portfolio, focusing on expanding our holdings in Irish SMEs and value-added property projects. By investing in Mashup Ireland, you are directly contributing to the growth and development of Irish businesses across various industries.

### 2. Is there any security for this loan?

- **Answer:** No, loans to Mashup Ireland AB are unsecured. However, Lenders can take comfort that loans have a significant amount of asset-backing, with Mashup Ireland AB's portfolio currently valued at €14.9 million and a low loan-to-value (LTV) ratio of only 3.7%. This robust asset base provides lenders with a substantial cushion, which minimizes risk and enhances the safety of the investment.

### 3. How does the 12% interest work, and when is interest paid?

- **Answer:** The loan offers a total **return of 12% over 1 year**. Interest and principal are paid as a lump sum at the end of the 1-year loan term, making it a straightforward short-term investment with a **predictable return**. For example, a loan of €100,000 would result in a repayment of €112,000 in 1 year.

### 4. What is the minimum and maximum amount I can invest?

- **Answer:** Investors are invited to advance loans **between €25,000 and €250,000**. This range allows a wide range of investors to participate, depending on their investment preferences and risk tolerance.

### 5. What is the risk profile of this investment?

- **Answer:** Mashup Ireland AB has a conservative financial profile with an LTV of only 3.7%, indicating very low leverage. Additionally, the company's diversified portfolio across sectors like Recycling, Logistics, Food Production, Mental Health, Franchising and Property Investments helps mitigate risk. As a listed company, Mashup Ireland operates under strict regulatory oversight, adding further stability and transparency.

### 6. How will Mashup Ireland AB repay the €500k loans?

- **Answer:** As a profitable Nasdaq-listed investment group, we have the ability to raise equity. We will be repaying these €500k loans out of the proceeds of an equity raise later in 2025.

### 7. Can I see a draft loan agreement?

- **Answer:** Absolutely, please see Appendix

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## 8. Can my limited company advance a loan to Mashup Ireland AB?

- **Answer:** Yes, this is very straightforward.

## 9. How does Mashup Ireland support the Irish SME sector?

- **Answer:** Mashup Ireland invests directly in Irish SMEs across various sectors, including Recycling & Waste, Logistics, Property, Food Production, and Mental Health. By investing in our company, lenders indirectly support these businesses, contributing to economic growth and job creation within Ireland.

## 10. Can you provide a link to your website and Nasdaq page?

- **Answer:** Of course:

**Website:** [MashupIreland.com](https://www.mashupireland.com)

**Nasdaq page:** <https://www.nasdaq.com/european-market-activity/shares/mashup?id=SSE186887>

**Short link to Nasdaq page:** [Mashup.ie](https://www.mashup.ie)

## 12. Who can I contact for more information or to initiate the loan process?

- **Answer:** For additional information or to discuss the investment opportunity further, please reach out to our CEO, **Andy Byrne**, at [andy@mashupgroup.com](mailto:andy@mashupgroup.com), or our CFO, **Jamie Walsh**, at [investors@mashupireland.com](mailto:investors@mashupireland.com).

**APPENDIX**

**EXAMPLE LOAN AGREEMENT**

[Lender Name]  
[Lender Address]  
[Lender Address]  
[Lender Address]

**Strictly Private & Confidential**

The Directors  
Director, Mashup Ireland AB (publ)  
c/o Eversheds Sutherland Advokatbyrå AB  
Box 14055  
104 40 Stockholm  
Sweden

\_\_\_\_\_ 2025

Dear Directors

**EUR XXX,000 Loan Agreement**

I am pleased to confirm that I, [Lender Name] of [Lender Address] (the "Lender") am prepared to make a loan (the "Loan") of EUR XXX,000 available to you, Mashup Ireland AB (publ), a company incorporated in Sweden with company registration number 559216-5160, registered office situated c/o Eversheds Sutherland Advokatbyrå AB, Box 14055, 104 40 Stockholm, Sweden and whose shares are listed Nasdaq Stockholm First North Growth Market (the "Borrower") for general corporate purposes.

**1. Definitions**

1.1 In this letter "this Agreement" means this letter as accepted by the Borrower, "Banking Day" means a day (other than a Saturday or a Sunday) on which banks in Dublin are open for the carrying out of payment transactions denominated in Euros.

**2. Availability and drawdown procedure**

2.1 Availability: the Loan may be borrowed in one drawdown of EUR XXX,000.

2.2 Drawdown procedure: the Borrower irrevocably instructs the Lender to transfer the EUR XXX,000 loan proceeds to the following bank account of the Borrower as soon as the Lender is satisfied that this Loan Agreement has been executed and is in a form that is to the Lender's satisfaction:

Account name:	Mashup Ireland AB
IBAN:	LT16 3250 0592 4125 8600
BIC:	REVOLT21
Bank:	Revolut Bank UAB
Bank address:	Konstitucijos ave. 21B, 08130, Vilnius, Lithuania
Reference:	<b>[LENDER INITIALS] LOAN</b>

**3. Interest**

Subject to Clause 6.3, interest shall accrue on the amount of the Loan from time to time outstanding at the rate of 12% (twelve per cent) per annum. Such interest shall accrue from day to day by reference to a year of 365 days. Any interest outstanding on the repayment date of the Loan shall be payable on repayment of the Loan. Interest shall not compound.

#### **4. Repayment and Prepayment**

- 4.1 Subject to the rest of this Clause 4, the Loan shall be repaid in 365 days.
- 4.2 The Loan shall be repaid immediately on demand by the Lender if the Borrower commits a material breach of this Agreement or if the Borrower: (a) becomes or is likely to become unable to pay their debts; or (b) becomes subject to or themselves invokes any law or proceedings relating to their insolvency or bankruptcy, or to a rescheduling, composition or arrangement in respect of any of their debts; or (c) has a receiver or other encumbrancer appointed over any part of their assets (tangible or intangible); or (e) allows a judgement against them to remain unsatisfied for more than 14 days.

#### **5. Fees and Expenses**

The Borrower shall pay to the Lender on demand all expenses (including legal and out-of-pocket expenses) incurred by the Lender in contemplation of, or otherwise in connection with, the enforcement of any rights under this Agreement together with interest at the rate referred to in Clause 3 from the date on which such expenses were incurred to the date of payment (as well after as before judgment). All expenses payable pursuant to this Clause 6 shall be paid together with Value Added Tax (if any) thereon.

#### **6. Payments**

- 6.1 If any payment would fall due under this Agreement on a day which is not a Banking Day, the period (or the date for payment) shall be extended to end on the next succeeding Banking Day. Where a date for payment is altered under this Clause, interest shall be re-calculated accordingly.
- 6.2 All payments by the Borrower shall be made in immediately available funds to such of the Lender's accounts as it may specify, and free and clear of any present or future tax, withholding or other deduction, unconditionally and without any set-off or counter-claim whatsoever, save for any deduction which the Borrower is compelled to make by law.
- 6.3 The Borrower will pay interest on any moneys due and unpaid from the due date to actual payment (as well after as before judgment) at a percentage rate per annum of two per cent per annum above the rate set out in Clause 3. Such interest shall be payable monthly and shall be compounded in default of punctual payment.
- 6.4 If the Borrower is compelled by law to make any deduction, it shall pay to the Lender such additional amount as makes the net amount received by the Lender equal to the full amount payable if there had been no deduction or withholding. The Borrower shall promptly deliver to the Lender any receipts or other proof evidencing amounts deducted or withheld from amounts payable to the Lender.

#### **7. Events of Default**

7.1 Each of the following events is an Event of Default:

##### **7.1.1 Non-Payment**

the Borrower fails to pay in full on the due date any sum due from it under this Agreement in the currency and in the manner specified in this Agreement save where such payment is made within three (3) Business Days of the due date and such failure is solely due to an administrative or systems error in the transmission of funds;

#### 7.1.2 Breach of Other Obligations

the Borrower fails to duly perform or comply with any other obligation expressed to be assumed by it in this Agreement and where such non-performance or non-compliance, is (in the sole opinion of the Lender) capable of remedy, has not been remedied within five (5) Business Days of the earlier of notice of that breach by the Lender to the Borrower and the date on which the Borrower becomes aware of the breach;

#### 7.1.3 Misrepresentation

any representation, warranty or statement made by the Borrower in this Agreement (or in any notice or other document, certificate or written statement delivered by it pursuant thereto or in connection therewith) is or proves to have been incorrect or misleading in a material respect when made;

#### 7.1.4 Insolvency

the Borrower is, after the receipt of the Facility, unable to pay its debts as they fall due, admits its inability to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or makes a general assignment for the benefit of, or a composition with, its creditors;

#### 7.1.5 Repudiation

the Borrower repudiates this Agreement or does or causes to be done any act or thing evidencing an intention to repudiate this Agreement;

#### 7.1.6 Validity of Agreement

at any time any act, condition or thing required to be done, fulfilled or performed by it in order:

7.1.6.1 to enable the Borrower lawfully to enter into, exercise its rights under or perform the obligations expressed to be assumed by it in this Agreement;

7.1.6.2 to ensure that the obligations expressed to be assumed by the Borrower in this Agreement are legal, valid and binding,

is not done, fulfilled or performed within any time available to ensure compliance with the same;

#### 7.1.7 Unlawfulness

at any time it is or becomes unlawful for the Borrower to perform or comply with any or all of its material obligations under this Agreement or these material obligations are not, or cease to be, legal, valid and binding;

#### 7.1.8 Litigation

any litigation, arbitration or administrative proceedings are commenced which, if adversely determined, might, in the opinion of the Lender acting reasonably, have a Material Adverse Effect; or



### 7.1.9 Material Adverse Change

any circumstances arise which give grounds in the reasonable opinion of the Lender for belief that the Borrower may not (or may be unable to) perform or comply with its obligations under this Agreement to which it is a party.

## 8. Notices

8.1 Every notice under this letter shall be in writing and may be given or made by post or email to the Borrower or the Lender at their respective contact details as follows:

8.1.1 Lender contact details:

[Lender Name]  
[Lender Address]  
[Lender Address]  
[Lender Address]

Email: [Lender Email Address]

Irish Mobile: [Lender Phone Number]

8.1.2 Borrower contact details:

Andy Byrne  
Director, Mashup Ireland AB  
c/o 56A Rathdown Park  
Terenure  
Dublin 6W  
D6W HN50

Email: andy@mashupgroup.com

Mobile: +353 (0) 867 336 357

Back-up contacts for Andy Byrne:

**Jamie Walsh**  
CFO of Mashup Ireland AB  
investors@mashupireland.ie  
Mobile: +353 (0) 85 871 9756

Any email transmission shall be deemed to have been served at the time of despatch thereof (provided that, if the date of despatch is not a Banking Day, it shall be deemed received on the next Banking Day).

8.2 No failure or delay by the Lender in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right or remedy preclude any further exercise thereof or the exercise of any other right or remedy. The rights and remedies herein are cumulative and not exclusive of any rights and remedies provided by law.

## 9. Governing Law

This Agreement shall be governed by and interpreted in accordance with Irish Law.

**10. Successors and Assigns; Third Party Rights**

- 10.1 This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, except that the Borrower may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement without the prior written consent of the Lender.
- 10.2 The Lender may not sell, transfer, assign, novate or otherwise dispose of all or part of its rights or obligations under this Agreement without the prior written consent of the Borrower (such consent not to be unreasonable withheld or delayed).
- 10.3 Except as provided in Clauses 10.1 and 10.2, none of the terms of this Agreement are intended to be enforceable by any third party.

**11. Availability**

To signify acceptance of this Agreement, both Lender and Borrower will execute it via Docusign (which the Borrower will arrange).

Yours faithfully,

\_\_\_\_\_  
[Lender Name]

Accepted and agreed: \_\_\_\_\_

Andrew Byrne  
Director, for and on behalf of Mashup Ireland AB