

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT AS TO WHAT ACTION TO TAKE YOU ARE RECOMMENDED TO CONSULT YOUR STOCKBROKER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS 2000.**

If you have sold or transferred all of your shares in Triple Point Venture VCT plc, you should pass this document, together with the accompanying Form of Proxy, to the person through whom the sale or transfer was made for transmission to the purchaser or transferee.



**Triple Point**

**Triple Point Venture VCT plc**

## **Notice of Annual General Meeting**

Notice of the Annual General Meeting which has been convened for Tuesday 22 July 2025 at 10.00am at 1 King William Street, London EC4N 7AF is set out on pages 4 to 5.

To be valid, Forms of Proxy must be completed and returned in accordance with the instructions printed thereon so as to be received by the Company's registrars, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6ZY as soon as possible and in any event not later than 10.00am on 18 July 2025.

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Triple Point

Registered Office:  
The Scalpel, 18th Floor  
52 Lime Street  
London  
EC3M 7AF  
United Kingdom

13 June 2025

Dear Shareholder,

### **Notice of Annual General Meeting**

The Annual General Meeting (the **"Meeting"**) of Triple Point Venture VCT plc (the Company: registered in England and Wales with registered number 07324448) (the **"Company"** or **"TPV"**) will be held at 1 King William Street, London, EC4N 7AF at 10.00am on Tuesday 22 July 2025.

If you would like to vote on the resolutions, please fill in the Form of Proxy sent to you with this notice and return it to the Company's registrars, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6ZY as soon as possible and in any event not later than 10.00am on 18 July 2025.

The Explanatory Notes on pages 6 to 10 sets out the details of all resolutions.

### **Resolutions 7-10 - authority to allot and pre-emption rights**

Resolution 7 would allow the Company to allot Venture shares under an offer for subscription of up to £450,000 in nominal value, and Resolution 9 would allow the Company to allot the Venture shares under Resolution 7 as if the pre-emption rights in Section 561(1) of the Companies Act 2006 did not apply to the allotment. Resolution 7 (together with Resolution 9) will allow the Company to undertake a further fundraising this year. The authority under Resolution 7 and Resolution 9 are in addition to existing authorities, and would expire immediately following the 2026 AGM, or 15 months from the passing of Resolution 7 and Resolution 9, whichever is the later. Resolutions 8 and 10 would similarly allow the Company to allot Venture shares of up to £16,000 in nominal value, whilst disapplying pre-emption rights, in connection with the Company's dividend reinvestment scheme (the "DRIS"). The terms and conditions of the DRIS are annexed to this notice.

### **Recommendation**

The Board considers that all resolutions contained in this AGM notice are in the best interests of the Company and its shareholders as a whole and are most likely to promote the success of the Company for the benefit of its shareholders as a whole. The Board unanimously recommends that you vote in favour of the proposed resolutions as the Directors intend to do in respect of their own beneficial holdings.

Yours faithfully,

**Jamie Brooke**  
Chair

(Company Number 07324448)

**NOTICE IS HEREBY GIVEN** that the Annual General Meeting of the Triple Point Venture VCT PLC (the **"Company"** or **"TPV"**) will be held at 10.00am on 22 July 2025 at 1 King William Street, London, EC4N 7AF to transact the following business.

You will be asked to consider and, if thought fit, approve the following resolutions. Resolutions 1 to 8 will be proposed as ordinary resolutions and resolutions 9 to 12 will be proposed as special resolutions.

For further information on all resolutions, please refer to the Explanatory Notes which can be found on pages 6 to 10.

### **Ordinary Resolutions**

1. To receive, consider and adopt the audited Financial Statements of the Company for the financial year ended 28 February 2025 and the reports of the Directors and Auditors on those Financial Statements (Annual Report and Accounts).
2. To approve the Directors' Remuneration Report (excluding the part containing the Director's Remuneration Policy) contained within the Annual Report and Accounts for the financial year ended 28 February 2025.
3. To re-elect Jamie Brooke as a Director.
4. To re-elect Julian Bartlett as a Director.
5. To re-elect Sam Smith as a Director.
6. To re-appoint Deloitte LLP as Auditors of the Company, to hold office until the conclusion of the next General Meeting at which accounts are laid before the Company, and to authorise the Audit Committee to determine the Auditor's remuneration.
7. That, in addition to existing authorities, the Directors be and are hereby authorised in accordance with Section 551 of the Companies Act 2006 ("the Act") to exercise all of the powers of the Company to allot Venture Shares up to an aggregate nominal value of £450,000 in connection with offers for subscription, representing approximately 46.86% of the issued share capital of the Company as at 13 June 2025, being the latest practical date prior to publication of this document, provided that the authority conferred by this Resolution 7 shall expire at the conclusion of the Company's next annual general meeting or on the expiry of fifteen months following the passing of this

resolution 7, whichever is the later (unless previously renewed, varied or revoked by the Company in a general meeting).

8. That, the Directors be and hereby are generally and unconditionally authorised in accordance with Section 551 of the Act to exercise all the powers of Company to allot and issue Venture Shares in connection with the Company's dividend reinvestment scheme (the "DRIS") up to an aggregate nominal amount of £25,000, representing approximately 2.60% of the share capital in issue as at 13 June 2025, provided that the authority to allot and issue Venture Shares conferred by this Resolution 8 shall expire at the conclusion of the Company's next annual general meeting (unless previously renewed, varied or revoked by the Company in a general meeting).

### **Special Resolutions**

9. That, in addition to existing authorities, the Directors be and hereby are empowered pursuant to Section 570(1) of CA 2006 to allot or make offers or agreements to allot equity securities (which expression shall have the meaning ascribed to it in Section 560(1) of CA 2006) for cash pursuant to the authority given in accordance with Section 551 of CA 2006 by Resolution 7 above as if Section 561(1) of CA 2006 did not apply to such allotments, provided that the power provided by this Resolution 9 shall expire at the conclusion of the Company's next annual general meeting or on the expiry of fifteen months following the passing of this Resolution 9, whichever is the later (unless previously renewed, varied or revoked by TPV in general meeting).
10. That, the Directors be and hereby are empowered pursuant to Sections 570 and 573 of the Act to allot or make offers to or agreements to allot equity securities (which expression shall have the meaning ascribed to it in Section 560(1) of the Act) for cash pursuant to the authority given pursuant to Resolution 8, as if Section 561(1) of the Act did not apply to such allotment, provided that the power provided by this Resolution 10 shall expire on the date of Company's next annual general meeting following the passing of this Resolution 10 (unless previously renewed, varied or revoked by TPV in general meeting) and provided further that this power shall be limited to the allotment and issue of Venture Shares in connection with DRIS up to an aggregate nominal amount of £25,000,

representing approximately 2.25% of the share capital in issue as at 13 June 2025.

11. That the Company be and is hereby authorised in accordance with s701 of the Act to make one or more market purchases (as defined in section 693(4) of the Act) of fully paid Venture Shares of 1p provided that:

(i) the maximum aggregate number of Venture Shares authorised to be purchased is an amount equal to 10% of the Issued Venture Shares (equated to 9,603,800 Venture Shares) as at the date of this Resolution.

(i) the maximum price which may be paid for Venture Share is an amount, exclusive of expenses, equal to 105% of the average of the middle market prices for the Venture Shares as derived from the Daily Official List of the UK Listing Authority for the five business days immediately preceding the day on which that Venture Share (as applicable) is purchased; and

(ii) this authority shall expire either at the conclusion of the next Annual General Meeting of the Company or 15 months following the date of the passing of this Resolution, whichever is the first to occur (unless previously renewed, varied or revoked by the Company in general meeting), provided that the Company may, before such expiry, make a contract to purchase its own shares which would or might be executed wholly or partly after such expiry, and the Company may make a purchase of its own shares in pursuance of such contract as if the authority hereby conferred had not expired.

12. That a general meeting, other than an Annual General Meeting, may be called on not less than 14 clear days' notice.

**By Order of the Board**  
**Hanway Advisory Limited**  
**Company Secretary**

Registered Office:  
The Scalpel, 18th Floor  
52 Lime Street  
London  
EC3M 7AF

13 June 2025

## Explanatory Notes

An explanation of each of the resolutions is set out below. Resolutions 1 to 8 (inclusive) are proposed as ordinary resolutions. This means that for each of these resolutions to be passed, more than half of the votes cast must be in favour of the resolution. Resolutions 9 to 12 are proposed as special resolutions. This means that for this resolution to be passed, at least three-quarters of the votes cast must be in favour of the resolution.

### Resolution 1 – Annual Report and Accounts

The Directors of the Company are required to present the Annual Report and Accounts to the Meeting.

### Resolution 2 – Directors' Remuneration Report (excluding the Policy)

The Directors' Remuneration Report provides details of the remuneration paid to the Directors during the year ended 28 February 2025.

In line with current legislation, the resolution is an advisory vote only and will not affect the way in which the pay has been implemented or the future remuneration that is paid to any Director. The Remuneration Report can be found on pages 57 to 61 of the Annual Report and Accounts.

### Resolution 3 to 5 – Directors

The Board seeks approval of the re-election of the Directors of the Board. In accordance with provision 23 of the AIC Code of Corporate Governance (published in February 2019), all Directors will be subject to annual re-election. Those willing to serve again will retire and submit themselves for re-election. The Directors believe that the Board offers a combination of skills, experience and knowledge and that all the non-executive Directors are independent in character and judgement.

The Board considers that the performance of each Director continues to be effective and demonstrates the commitment required to continue in their present roles, and that each Director's contribution continues to be important to the Company's long-term sustainable success and future viability. This consideration is based on, amongst other things, the business skills and industry experience of each of the Directors, as well as their knowledge and understanding of the Company's business model and economic cycle.

The Board has also considered the other contributions which individual Directors may make to the work of the Board, with a view to ensuring that:

- the Board maintains a diverse balance of skills, knowledge, backgrounds and capabilities leading to effective decision-making;

- each Director is able to commit the appropriate time necessary to fulfilling their roles; and
- each Director provides constructive challenge, strategic guidance, offers specialist advice and holds third party service providers to account.

Biographical of each of the Directors are as follows:

#### *Jamie Brooke – Independent Non-Executive Chair*

Jamie is the Chair of the Board of the Company. He has gained over 25 years' investment experience throughout his career. He previously worked at 3i and Quester in the venture and leveraged buyout divisions, and was formerly lead fund manager for the Hanover Catalyst Fund, prior to which he was at Lombard Odier where, as a fund manager, he specialised in strategic UK small cap equity investing, having moved with the Volantis team from Henderson Global, and before that, Gartmore. Jamie has held directorships on over 20 boards, and is currently on the Board of Kelso Group Holdings plc, Flowtech Fluidpower plc, Chapel Down Group plc and Oryx International Growth Fund.

#### *Julian Bartlett – Independent Non-Executive Director*

Julian has significant financial, assurance and advisory experience gained from over 30 years as a Partner at Grant Thornton UK LLP and from former roles at RSM Robson Rhodes and Deloitte. He specialised in financial services throughout his career, with a focus on investment management. He is the Chair of Invesco Fund Managers Limited, and a Director of Unicorn AIM VCT plc, Invesco Pensions Limited, and Lindsell Train Limited. Julian is a Fellow of the Institute of Chartered Accountants in England and Wales.

#### *Sam Smith – Independent Non-Executive Director*

Sam Smith is an entrepreneur with over 25 years' business and capital markets experience and specialises in advising small and mid-cap growth companies. Sam was previously Chief Executive Officer of FinnCap Group PLC which, under her leadership, has become one of the largest brokers for companies listed on the Alternative Investment Market ("AIM") of the London Stock Exchange. Sam is currently a non-executive director of Solid State PLC listed on AIM, Sumer Group Holdings Ltd a professional services firm supporting SMEs with accounting and other services, Griffin Markets Limited, an OTC wholesale European energy trading business and is co-founder of The SuperScalers.

#### **Resolution 6 - Re-appointment and remuneration of Auditor**

The Company must appoint an auditor at each general meeting at which the accounts are presented to Shareholders, to hold office until the conclusion of the next such meeting. This resolution seeks approval to re-appoint BDO LLP as the Company's Auditor and authorise the Audit Committee to determine the remuneration of the Auditors.

#### **Resolution 7 – Authority to allot shares**

The purpose of this resolution is to provide the Directors with authority to allot shares. The authority given to Directors to allot further shares in the capital of the Company requires the prior authorisation of the shareholders in general meeting under section 551 of the Act. The authority in this resolution will, in addition to existing authorities, allow the Directors to allot new shares in the Company or to grant rights to subscribe for or convert any security into shares in the Company up to an aggregate nominal amount of £450,000 (45,000,000 Venture Shares), which is equivalent to approximately 63.16% of the issued share capital of the Company as at 13 June 2025 (being the last practicable day prior to the publication of this notice).

The authority will expire at the conclusion of the Company's 2025 AGM or the expiry of fifteen months following the passing of resolution 7, whichever is the later (unless previously renewed, varied or revoked by the Company in a general meeting).

#### **Resolution 8 – authority to allot shares under the DRIS**

The purpose of this resolution is to provide the Directors with authority to allot shares pursuant to the DRIS. The authority given to Directors to allot further Venture shares in the capital of the Company requires the prior authorisation of the shareholders in general meeting under section 551 of the Act. The authority in this resolution will, in addition to existing authorities, allow the Directors to allot new Venture shares in the Company or to grant rights to subscribe for or convert any security into shares in the Company up to an aggregate nominal amount of £16,000 (1,600,000 Venture Shares), which is equivalent to approximately 2.25% of the issued share capital of the Company as at 13 June 2025 (being the last practicable day prior to the publication of this notice).

The authority will expire at the conclusion of the Company's 2025 AGM (unless previously renewed, varied or revoked by the Company in a general meeting).

#### **Resolution 9 – pre-emption rights**

If the Directors wish to exercise the authority under Resolution 7 to allot new shares, company law ordinarily requires that these shares are first offered to existing shareholders in proportion to their existing holdings.

Resolution 9 would, in addition to existing authorities, authorise the Directors to allot new shares pursuant to the authority given under Resolution 7 whilst disapplying these pre-emption rights. The authority will be limited to the allotment of shares for cash or sale of treasury shares for cash up to an aggregate nominal value of £450,000 which is equivalent to approximately 46.86% of the Company's issued ordinary share capital as at 13 June 2025 (being the latest practicable date prior to the publication of this notice).

If given, the authorities contained in resolution 9 will expire at the conclusion of the 2025 AGM or on 23 October 2025 (the date which is 15 months after the passing of the resolution), whichever is later (unless previously renewed, varied or revoked by TPV in general meeting).

#### **Resolution 10 – pre-emption rights**

If the Directors wish to exercise the authority under Resolution 8 to allot new Venture shares pursuant to the DRIS, company law ordinarily requires that these shares are first offered to existing shareholders in proportion to their existing holdings.

Resolution 10 would, in addition to existing authorities, authorise the Directors to allot new shares pursuant to the authority given under Resolution 8 whilst disapplying these pre-emption rights. The authority will be limited to the allotment of Venture shares pursuant to the DRIS up to an aggregate nominal value of £16,000 which is equivalent to approximately 2.25% of the Company's issued ordinary share capital as at 13 June 2025 (being the latest practicable date prior to the publication of this notice).

The authority will expire at the conclusion of the 2026 AGM (unless previously renewed, varied or revoked by TPV in general meeting).

#### **Resolution 11 – Purchase of own shares**

The Company's members are being asked to renew the Director's authority to make market purchases of up to 9,603,800 Venture Shares (excluding shares held in treasury) of the Company (which represents 10% of the issued share capital of the Company as at 13 June 2025 and the Resolution sets out the minimum and maximum process that can be paid, exclusive of expenses. Any Venture Shares in the Company purchased pursuant to the authority sought under the Resolution may either be cancelled, and not be available for reissue, or held in treasury. Once held in treasury, such shares may be cancelled or sold for cash. At the date of this Annual Report, the Company does not hold any Shares in the capital of the Company in treasury. The authority conferred will expire at the conclusion of the next annual general meeting of the Company or on the expiry of 15 months from the passing of the Resolution, whichever is the first to occur.



### **Resolution 12 – Notice of general meetings**

This resolution is to allow the Company to hold general meetings (other than an AGM) on 14 clear days' notice. The notice period required by the Act for general meetings of the Company is 21 clear days unless:

- Shareholders approve a shorter notice period, which cannot be less than 14 clear days; and
- the Company offers the facility for all Shareholders to vote by electronic means.

AGMs must always be held on at least 21 clear days' notice. The approval will be effective until the Company's next AGM, when it is intended that a similar resolution will be proposed.

### **Further notes on the Meeting**

#### **Entitlement to attend and vote**

Only those members registered in the Company's register of members at close of business on Friday 18 July 2025 (or in the event of an adjournment, at close of business on the date which is two working days prior to the adjourned meeting), or their duly appointed proxy, shall be entitled to attend or vote at the Meeting. Changes to the register of members after the deadline shall be disregarded in determining the rights of the persons to attend and vote at the Meeting.

#### **Attending in person**

A form of identification should be presented if you wish to attend the Meeting in person.

#### **Right to appoint proxy**

A member entitled to vote at the Meeting is entitled to appoint one or more proxies to exercise all or any of the rights to attend, speak. Only more than one proxy can be appointed provided each proxy is appointed to exercise rights attached to different shares. More than one proxy may not be appointed to exercise rights attached to any one share. A proxy can be appointed by using the procedures set out in these notes and the notes to the proxy form. A proxy need not be a member of the Company but must attend the Meeting to represent the member. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against a resolution. If no voting indication is given, the proxy will vote or abstain from voting at their discretion.

### **Appointment of proxy in hard copy form**

A hard copy form of proxy is sent to all members. To be effective, the instrument appointing a proxy (together with the power of attorney or other authority, if any, under which it is signed, or a certified copy of such power or authority) must be deposited at or posted to the office of the registrars of the Company, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 6ZY, so as to be received by 10:00am on 18 July 2025 or, if the Meeting is adjourned, 48 hours (excluding non-working days) before the time fixed for the adjourned meeting. Completion and return of the form of proxy will not preclude a member from attending or voting at the Meeting in person if he or she so wishes. In the case of a member which is a company, the proxy form must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the proxy form is signed (or a duly certified copy of such power of authority) must be included with the time for delivery of proxies, no account has been taken of any part of a day that is not a working day.

### **Appointment of proxy online**

A proxy may be submitted electronically using the following link: [www.investorcentre.co.uk/eproxy](http://www.investorcentre.co.uk/eproxy). Members can use this service to vote or appoint a proxy on-line. The same voting deadline of 48 hours before the timing of the Meeting applies as if you were using personalised proxy form to vote or appoint a proxy by post to vote for you.

### **Appointment of proxy through CREST**

CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear UK & Ireland Limited's specifications and must contain the information required for such instruction, as described in the CREST Manual (available via [www.euroclear.com/CREST](http://www.euroclear.com/CREST)). The message, regardless of



whether it constitutes the appointment of a proxy, or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the issuer's agent (ID 3RA50) by the latest time(s) for receipt of proxy appointments specified above. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK & Ireland Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings ([www.euroclear.com/CREST](http://www.euroclear.com/CREST)).

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001 (as amended).

#### **Joint holder of shares**

In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding, the first-named being the most senior.

#### **Right of corporate shareholder to appoint corporate representatives**

A corporation which is a member can appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member provided that

no more than one corporate representative exercise powers over the same shares.

#### **Methods of communication**

Except as previously provided above, members who have general queries about the Meeting should contact the Company's Registrar, Computershare, at [www.investorcentre.co.uk/contactus](http://www.investorcentre.co.uk/contactus) or the Company Secretary at the Company's registered office or by emailing [tpv.cosec@jtcgroup.com](mailto:tpv.cosec@jtcgroup.com). You may not use the electronic address provided either in this notice or any related documents, to communicate with the Company for any purposes other than those expressly stated.

#### **Shareholders right to ask questions**

Under Section 319A of the Act, the Company must answer any question you ask relating to the business being dealt with at the Meeting unless, answering the question would interfere unduly with the preparation for the Meeting or involve the disclosure of confidential information, the answer has already been given on a website in the form of an answer to a question or it is undesirable in the interests of the Company or the good order of the Meeting that the question be answered.

#### **Nominated Persons**

If you are a person who has been nominated under Section 146 of the Act to enjoy information rights (Nominated Person):

- you may have a right under an agreement between you and the member of the Company who has nominated you to have Information Rights (Relevant Member) to be appointed or to have someone else appointed as a proxy for the Meeting
- if you either do not have such a right or if you have such a right but do not wish to exercise it, you may have a right under an agreement between you and the Relevant Member to give instructions to the Relevant Member as to exercise of voting rights; and
- your main point of contact in terms of your investment in the Company remains the Relevant Member (or, perhaps, your custodian or broker) and you should continue to contact them (and not the Company) regarding any changes or queries relating to your personal details and your interest in the Company (including any administrative matters). The only exception to this is where the Company expressly requests a response from you.

### Website publication of audit concerns

Pursuant to Chapter 5 of Part 16 of the Act (Sections 527 to 531), where requested by a member or members having a right to vote at the Meeting and holding at least 5% of total voting rights of the Company, or at least 100 members having a right to vote at the Meeting and holding, on average, at least £100 of paid up share capital, the Company must publish on its website a statement setting out any matter that such members propose to raise at the Meeting relating to audit of the Company's accounts (including the Auditor's Report and the conduct of the audit) that are to be laid before the Meeting. The request:

- may be in hard copy form signed by the member, stating the full members' name and address and is sent to the Company Secretary, Hanway Advisory Limited, c/o JTC The Scalpel, 18th Floor 52 Lime Street London EC3M 7AF or in electronic form stating the member's full name, address, and shareholder reference and is sent to [tpv.cosec@jtcgroup.com](mailto:tpv.cosec@jtcgroup.com) stating "AGM" in the subject field;
- must identify the statement to which it relates either set out the statement in full or, if supporting a statement sent by another member, clearly identify the statement which is being supported;
- must be authenticated by the person or persons making it; and
- must be received by the Company at least one week before the Meeting.

Where the Company is required to publish such a statement on its website, it may not require the members making the request to pay any expenses incurred by the Company in complying with the request, it must forward the statement to the Company's Auditor no later than the time the statement is made available on the Company's website and the statement may be dealt with as part of the business of the Meeting.

### Shareholders' right to give notice of a resolution

Shareholders meeting (in aggregate) the threshold under sections 338 and 338A of the Act may instruct the Company:

- to give Shareholders (entitled to receive notice of the AGM) notice of a resolution which may properly be proposed and is intended to be proposed at the meeting and is intended to be proposed at the meeting; and/or

- to include in the business to be dealt with at the AGM any matter (other than a proposed resolution) which may be properly included in the business.

A resolution may be properly be proposed or a matter may properly be included in the business unless:

- (in the case of a resolution only) it would, if passed, be ineffective;
- It is defamatory of any person; or
- It is frivolous or vexatious.

Such a request:

- may be in hard copy form or in electronic form;
- must identify the resolution of which notice is to be given or the matter to be included in the business;
- must be authorised by the person or persons making it, must be received by the Company not later than 10 June 2025, being the date six clear weeks before the meeting; and
- (in the case of a matter to be included in the business only) must be accompanied by a statement setting out the grounds for the request.

### Total number of shares and voting rights and the rights of Shareholders to participate in meetings

As at 13 June 2025 (being the last practicable day prior to the publication of this notice) the Company's issued share capital comprised 96,038,006 Venture Shares of 1p each. Each Venture Shares carries the right to one vote at a general meeting of the Company and, therefore, the total number of voting rights in the Company on 13 June 2025 is 96,038,006.

### Documents available for inspection

Copies of the letters of appointment of each of the Directors and the Memorandum and Articles of Association of the Company, will be available for inspection at the registered office of the Company during usual business hours on any weekday from the date of this notice until the date of the Annual General Meeting and at the place of the Annual General Meeting from at least 15 minutes prior to and until the conclusion of the Annual General Meeting.

### Website publication

Information regarding the Meeting, including the information required by Section 311A of the Companies Act 2006, is available from <https://www.triplepoint.co.uk/current-vcts/triple-point-venture-vct-plc/s2539/>.

## **Annex: Terms and Conditions of the Dividend Reinvestment Scheme**

1. Elections to participate in the Scheme should be addressed to the Scheme Administrator, Computershare Investor Services plc ("Scheme Administrator") in accordance with condition 11 and will only be effective for dividends to be paid 15 days following receipt of the election by the Scheme Administrator.
2.
  - a. The Company, acting through the Scheme Administrator, shall have absolute discretion to accept or reject elections. An applicant shall become a member of the Scheme upon acceptance of his or her election by the Scheme Administrator on the Company's behalf ("Participants"). The Scheme Administrator will provide written notification if an election is rejected. Only registered Venture Shareholders of the Company ("Venture Shareholders") may join the Scheme.
  - b. The Company shall apply dividends to be paid to Participants on Venture Shares in the Company ("Venture Shares") in respect of which an election has been made in the allotment of further Venture Shares. The Scheme Administrator shall not have the discretion, and Participants may not instruct the Scheme Administrator, to apply those dividends ("funds") towards any investments other than investment in Venture Shares as set out in this condition 2(b).
  - c. Participants who are Venture Shareholders may only participate in the Scheme if all Venture Shares registered in their name are mandated to the Scheme.
  - d. By joining the Scheme, Participants instruct the Scheme Administrator that the mandate will apply to the full number of Venture Shares held by them in respect of which the election is made, as entered onto the share register of the Company from time to time.
  - e. In relation to new Venture Shares to be allotted in relation to a dividend such Venture Shares will only be allotted to the registered Shareholder and not any beneficial holder. Nominee Participants shall not be entitled to instruct the Scheme Administrator to allot Venture Shares to a beneficial holder (and Participants are advised to read condition 15 in respect of the consequences for VCT Tax reliefs).
3.
  - a. On or as soon as practicable after a day on which a dividend on the Venture Shares is due to be paid to a Participant or, if such day is not a dealing day on the London Stock Exchange, the dealing day thereafter ("Payment Date"), the Participant's funds held by the Company shall, subject to conditions 9, 10 and 19 below and the Company having the requisite shareholder authorities to allot Venture Shares, be applied on behalf of that Participant to subscribe for the maximum number of whole new Venture Shares which can be allotted with the funds.
  - b. The price per Venture Share and the number of Venture Shares to be issued to a Participant pursuant to condition 3(a) will be determined in accordance with the formula below, which is designed to maintain fairness for all Participants. The price per Venture Share =  $(A) / \{100 - ((B) \times 100)\}$  (in units of £ per Venture Share). Where: (A) is the latest published NAV (in units of pence per Venture Share); and (B) is the percentage costs of issuance which includes any initial charges payable. The number of Venture Shares to be allotted is then determined, as follows:  
Number of Venture  
$$\text{Number of Venture} = \frac{\text{Participant's funds}}{\text{price per Venture Share}}$$
  - c. Shares to be allotted = Participant's funds / price per Venture Share.
  - d. Fractional entitlements will not be allotted and any residual cash balance of less than the amount required to subscribe for a further new Venture Share, as set out in 3(b) above will be donated to a registered charity at the discretion of the Board.
  - e. The Company shall not be obliged to allot Venture Shares under the Scheme to the extent that the total number of Venture Shares allotted by the Company pursuant to the Scheme in any financial year would exceed 10% of the aggregate number of Venture Shares on the first day of such financial year.
  - f. The Company shall immediately after the subscription of Venture Shares in accordance with the condition at 3(a) above take all necessary steps to ensure that those Venture Shares shall be admitted to the Official List and to trading on the main market of the London Stock Exchange, provided that at the time of such subscription the existing Venture Shares in issue are so admitted to the Official List and to trading on the main market of the London Stock Exchange.

4. The Scheme Administrator shall as soon as practicable after the allotment of Venture Shares in accordance with condition 3 procure (i) that the Participants are entered onto the Share Register of the Company as the registered holders of those Venture Shares (ii) that share certificates (unless such Venture Shares are to be uncertified) and, where applicable, income tax vouchers ("Tax Vouchers") are sent to Participants at their own risk and (iii) that Participants receive a statement detailing:
  - a. the total number of Venture Shares held at the record date for which a valid election was made;
  - b. the number of Venture Shares allotted;
  - c. the price per Venture Share allotted;
  - d. the cash equivalent of the Venture Shares allotted; and
  - e. the date of allotment of the Venture Shares.
5. All costs and expenses incurred by the Scheme Administrator in administering the Scheme will be borne by the Company.
6. Each Participant warrants to the Scheme Administrator that all information set out in the application form (including any electronic election) on which the election to participate in the Scheme is contained is correct and to the extent any of the information changes he or she will notify the changes to the Scheme Administrator and that during the continuance of his or her participation in the Scheme he or she will comply with the provisions of condition 7 below.
7. The right to participate in the Scheme will not be available to any person who is a citizen, resident or national of, or who has a registered address in, any jurisdiction outside the UK unless such right could properly be made available to such person. No such person receiving a copy of the Scheme documents may treat them as offering such a right unless an offer could properly be made to such person. It is the responsibility of any Shareholder wishing to participate in the Scheme to be satisfied as to the full observance of the laws of the relevant jurisdiction(s) in connection therewith, including obtaining any governmental or other consents which may be required and observing any other formalities needing to be observed in any such jurisdiction(s).
8. Participants acknowledge that the Scheme Administrator is not providing a discretionary management service. Neither the Scheme Administrator nor the Company shall be responsible for any loss or damage to Participants as a result of their participation in the Scheme unless due to the negligence or wilful default of the Scheme Administrator or the Company or their respective employees and agents.
9. Participants may:
  - a. at any time by notice to the Scheme Administrator terminate their participation in the Scheme and withdraw any funds held by the Company on their behalf; and
  - b. in respect of Venture Shares they hold as nominee and subject to condition 2(e), give notice to the Scheme Administrator that, in respect of a forthcoming Payment Date, their election to receive Venture Shares is only to apply to a specified amount due to the Participant as set out in such notice.

Such notices shall not be effective in respect of the next forthcoming Payment Date unless it is received by the Scheme Administrator at least 15 days prior to such Payment Date. In respect of notices under (a) above, such notice will be deemed to have been served where (i) the Participant ceases to hold any Venture Shares or (ii) the Participant applies for further Venture Shares under a prospectus or top-up offer document issued by the Company, and indicates on the relevant application form applying that they do not want the shares to be issued to them to be subject to the Scheme (upon which their existing participation in the Scheme in relation to all their Venture Shares shall be deemed to terminate in accordance with (a) above). Upon receipt of notice of termination, all funds held by the Company on the Participant's behalf shall be returned to the Participant as soon as reasonably practical at the address set out in register of members, subject to any deductions which the Company may be entitled or bound to make hereunder.
10. The Company shall be entitled at its absolute discretion, at any time and from time to time to:
  - a. suspend the operation of the Scheme;
  - b. terminate the Scheme without notice to the Participants; and/or

- c. resolve to pay dividends to Participants partly by way of cash and partly by way of new Venture Shares pursuant to the Scheme.

11. Participants who wish to participate in the Scheme in respect of new Venture Shares to be issued pursuant to a prospectus or top-up offer document may tick the relevant box on the applicable application form.

Participants who wish to participate in the Scheme and who already have Venture Shares issued to them held in certificated form, i.e. not in CREST, should complete and sign a Mandate Form and return it no later than 15 days prior to the dividend payment date to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY. Personalised Mandate Forms can be obtained from Computershare Investor Services plc at the address above or by telephoning on +44 0370 703 0150. Calls to this number cost the same as a normal local or national landline call and may be included in your service providers tariff. Calls outside the United Kingdom will be charged at the applicable international rate. Computershare Investor Services PLC are open between 8.30 am – 5.30 pm, Monday to Friday excluding public holidays in England and Wales. Please note that Computershare Investor Services PLC cannot provide any financial, legal or tax advice and calls may be monitored for security and training purposes.

Participants who wish to participate in the Scheme and who already have Venture Shares issued to them held in uncertificated form in CREST (and was in uncertificated form as at the relevant record date), the Participants can only elect to receive a dividend in the form of new Venture Shares by means of the CREST procedure to effect such an election for the Company. No other method of election will be permitted under the Scheme and will be rejected. By doing so, such Shareholders confirm their election to participate in the Scheme and their acceptance of the Scheme terms and conditions. If a Participant is a CREST sponsored member, they should consult their CREST sponsor, who will be able to take appropriate action on their behalf. All elections made through the CREST system should be submitted using the Dividend Election Input Message in accordance with the procedures as stated in the CREST Reference Manual. The Dividend Election Input Message submitted must contain the number of Venture Shares on which the election is being made. If the relevant field is left blank or completed with zero,

the election will be rejected. If a Participant enters a number of Venture Shares greater than the holder in CREST on the relevant record date for dividend the system will automatically amend the number down to the record date holding. When inputting the election, a 'single drip' election should be selected (the Corporation Action Number for this can be found on the CREST GUI). Evergreen elections will not be permitted. Participants who wish to receive new Venture Shares instead of cash in respect of future dividends, must complete a Dividend Election Input Message on each occasion otherwise they will receive the dividend in cash. Elections through CREST should be received by CREST no later than 5.00 p.m. on such date that is at least 15 days before the dividend payment date for the relevant dividend in respect of which you wish to make an election. Once an election is made using the CREST Dividend Election Input Message it cannot be amended. Therefore, if a CREST Shareholder wishes to change their election, the previous election would have to be cancelled.

12. A written mandate form will remain valid for all dividends paid to the Participant by the Company until such time as the Participant gives notice in writing to the Scheme Administrator that he no longer wishes to participate in the Scheme.
13. The Company shall be entitled to amend the Scheme Terms and Conditions on giving one month's notice in writing to all Participants. If such amendments have arisen as a result of any change in statutory or other regulatory requirements, notice of such amendment will not be given to Participants unless in the Company's opinion the change materially affects the interests of the Participants. Amendments to the Scheme Terms and conditions which are of a formal, minor or technical nature or made to correct a manifest error and which do not adversely affect the interests of Participants may be effected without notice.
14. By ticking the relevant election box and completing and delivering the application form the Participant:
  - a. agrees to provide the Company with any information which it may request in connection with such application and to comply with legislation relating to venture capital trusts or other relevant legislation (as the same may be amended from time to time); and
  - b. declares that a loan has not been made to the Participant on whose behalf the Venture Shares are held



or any associate of either of them, which would not have been made or not have been made on the same terms but for the Participant electing to receive new Venture Shares and that the Venture Shares are being acquired for bona fide investment purposes and not as part of a scheme or arrangement the main purposes of which is the avoidance of tax.

15. Elections by individuals for Venture Shares should attract applicable VCT tax reliefs (depending on the particular circumstances of an individual) for the tax year in which the Venture Shares are allotted provided that the issue of Venture Shares under the Scheme is within the investor's annual £200,000 limit. Participants and beneficial owners are responsible for ascertaining their own tax status and liabilities and neither the Scheme Administrator nor the Company accepts any liability in the event that tax reliefs are not obtained. The Tax Voucher can be used to claim any relevant income tax relief either by obtaining from the HM Revenue & Customs an adjustment to the Participant's tax coding under the PAYE system or by waiting until the end of the year and using the Self Assessment Tax Return.
  16. The Company will, subject to conditions 9, 10 and 19, issue Venture Shares in respect of the whole of any dividend payable (for the avoidance of doubt, irrespective of whether the amount of allotment is greater than any maximum limits imposed from time to time to be able to benefit from any applicable VCT tax reliefs) unless the Scheme Administrator has been notified to the contrary in writing at least 15 days before a Payment Date.
  17. Shareholders electing to receive Venture Shares rather than a cash dividend will be treated as having received a normal dividend. Shareholders qualifying for VCT tax reliefs should not be liable to income tax on shares allotted in respect of dividends from qualifying VCT shares.
  18. For capital gains tax purposes, Shareholders who elect to receive Venture Shares instead of a cash dividend are not treated as having made a capital disposal of their existing Venture Shares. The new Venture Shares will be treated as a separate asset for capital gains purposes.
  19. The Company shall not be obliged to accept any application or issue Venture Shares hereunder if the Directors so decide in their absolute discretion. The Company may do or refrain from doing anything which, in the reasonable opinion of the Directors, is necessary to comply with the law of any jurisdiction or any rules, regulations or requirements of any regulatory authority or other body, which is binding upon the Company or the Scheme Administrator.
  20. The amount of any claim or claims a Participant has against the Company or the Scheme Administrator shall not exceed the value of such Participant's Venture Shares in the Scheme. Nothing in these Scheme Terms and Conditions shall exclude the Company or the Scheme Administrator from any liability caused by fraud, wilful default or negligence. Neither the Company nor the Scheme Administrator will be responsible for: (a) acting or failing to act in accordance with a court order of which the Scheme Administrator has not been notified (whatever jurisdiction may govern the court order); or (b) forged or fraudulent instructions and will be entitled to assume that instructions received purporting to be from a Shareholder (or, where relevant, a nominee) are genuine; or (c) losses, costs, damages or expenses sustained or incurred by a Shareholder (or, where relevant, a nominee) by reason of industrial action or any cause beyond the control of the Company or the Scheme Administrator, including (without limitation) any failure, interruption or delay in performance of the obligations pursuant to these Scheme Terms and Conditions resulting from the breakdown, failure or malfunction of any telecommunications or computer service or electronic payment system or CREST; or (d) any indirect or consequential loss.
  21. These Scheme Terms and Conditions are for the benefit of a Participant only and shall not confer any benefits on, or be enforceable by, a third party and the rights and/or benefits a third party may have pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded to the fullest possible extent.
  22. All notices and instructions to be given to the Scheme Administrator shall be in writing and delivered or posted to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY.
  23. These Scheme Terms and Conditions shall be governed by, and construed in accordance with, English law and each Participant submits to the jurisdiction of the English courts and agrees that nothing shall limit the right of the Company to bring any action, suit or proceeding arising out of or in connection with the Scheme in any other manner permitted by law or in any court of competent jurisdiction.
- Shareholders who are in any doubt about their tax position should consult their independent financial adviser.**

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