

**THIS SECURITIES NOTE, THE REGISTRATION DOCUMENT AND THE SUMMARY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt as to what action you should take you are recommended to seek your own financial advice immediately from an independent financial adviser who specialises in advising on shares or other securities and who is authorised under the Financial Services and Markets Act 2000 (as amended) ("FSMA") or, if you are not resident in the UK, from another appropriately authorised independent financial adviser in your own jurisdiction.**

This Securities Note, the Registration Document and the Summary together comprise a prospectus (the "**Prospectus**") relating to Augmentum Fintech plc (the "**Company**") prepared in accordance with the Prospectus Regulation Rules of the Financial Conduct Authority ("**FCA**") made pursuant to section 73A of FSMA.

This Securities Note has been approved by the FCA, as competent authority under the UK Prospectus Regulation. The FCA only approves this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the quality of the Shares that are the subject of this Securities Note. Investors should make their own assessment as to the suitability of investing in the Shares.

This Securities Note has been issued in connection with the issue of up to 150 million Shares in aggregate throughout the period from 17 June 2021 to 16 June 2022 in connection with the Share Issuance Programme.

Applications will be made to the FCA and the London Stock Exchange for all of the Shares of the Company to be issued pursuant to the Share Issuance Programme (including the Initial Issue) to be admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market. It is expected that Initial Admission will become effective and that dealings for normal settlement in the Ordinary Shares issued pursuant to the Initial Issue will commence on 13 July 2021. It is expected that any Subsequent Admissions pursuant to Subsequent Issues of Ordinary Shares and/or C Shares will become effective and that dealings for normal settlement in such Shares will commence between 13 July 2021 and 16 June 2022. All dealings in Shares will be at the sole risk of the parties concerned. The Shares will not be dealt in on any other recognised investment exchange and no other such applications have been made or are currently expected.

The Company and each of the Directors, whose names appear on page 15 of this Securities Note, accept responsibility for the information contained in the Prospectus. To the best of the knowledge of the Company and the Directors, the information contained in this Securities Note and the Summary is in accordance with the facts and the Securities Note and Summary make no omission likely to affect their import.

# AUGMENTUM FINTECH PLC

*(Incorporated in England and Wales with company no. 11118262 and registered as an investment company under section 833 of the Companies Act 2006)*

## SECURITIES NOTE

### Share Issuance Programme of up to 150 million Shares in aggregate including

**an Initial Placing, Open Offer, Offer for Subscription and Intermediaries Offer of Ordinary Shares for a target issue of 29,562,798 Ordinary Shares at 135.5 pence per Ordinary Share**

**Joint Sponsor, Joint Bookrunner and  
Intermediaries Offer Adviser**

**Peel Hunt LLP**

**Joint Sponsor**

**Nplus1 Singer Advisory LLP**

**Joint Bookrunner**

**Nplus1 Singer Capital Markets Limited**

**Prospective investors should read the whole of this Securities Note, together with the Registration Document and the Summary and, in particular, the section headed "Risk Factors" of this Securities Note and those set out in the Registration Document.**

Each of Peel Hunt LLP ("**Peel Hunt**"), Nplus1 Singer Capital Markets Limited ("**N+1 Singer**") and Nplus1 Singer Advisory LLP (together the "**Banks**") is authorised and regulated in the United Kingdom by the FCA and is acting exclusively for the Company and for no-one else and will not regard any other person (whether or not a recipient of the Prospectus) as its client and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing any advice in relation to the Initial Issue, any Subsequent Issue, the Share Issuance Programme and any Admission and the other arrangements referred to in the Prospectus.

Apart from the liabilities and responsibilities, if any, which may be imposed on a Bank by FSMA or the regulatory regime established thereunder, or under the regulatory regime of any other jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, none of the Banks nor any person affiliated with any of the Banks makes any representation, express or implied, in relation to, nor accepts any responsibility whatsoever for, the contents of the Prospectus including its accuracy, completeness or verification, nor for any other statement made or purported to be made by it or on its behalf, or on behalf of the Company or any other person in connection with the Company, the Shares, the Share Issuance Programme (including the Initial Issue) or any Admission and nothing contained in the Prospectus is or shall be relied upon as a promise or representation in this regard. The Banks (together with their respective affiliates) accordingly, to the fullest extent permitted by law, disclaim all and any liability whether arising in tort, contract or which they might otherwise have in respect of the Prospectus or any other statement.

Prospective investors should rely only on the information contained in the Prospectus. No person has been authorised to give any information or make any representations other than those contained in the Prospectus and, if given or made, such information or representations must not be relied upon as having been so authorised by the Company, the AIFM, the Portfolio Manager, the Banks or any of their respective affiliates, officers, directors, employees or agents. Without prejudice to the Company's obligations under the UK Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the UK Market Abuse Regulation and the Disclosure Guidance and Transparency Rules neither the delivery of the Prospectus nor any subscription for or purchase of Shares made pursuant to the Share Issuance Programme (including the Initial Issue) shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since, or that the information contained herein is correct at any time subsequent to, the date of the Prospectus.

The Shares have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**US Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, US Persons (as defined in Regulation S under the US Securities Act ("**Regulation S**")). In addition, the Company has not been and will not be registered under the United States Investment Company Act of 1940, as amended (the "**US Investment Company Act**"), and the recipient of the Prospectus will not be entitled to the benefits of that Act. Outside the United States, the Shares may be sold to non-US Persons pursuant to Regulation S. This document must not be distributed into the United States or to US Persons. Neither the US Securities Exchange Commission nor any US state securities commission has approved or disapproved of these securities or determined if this document is truthful or complete. Any representation to the contrary is a US criminal offence.

The Prospectus does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, Shares in any jurisdiction where such offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, the AIFM, the Portfolio Manager or any of the Banks. The Shares have not been, and will not be, registered under the securities laws, or with any securities regulatory authority of, any member state of the EEA or any province or territory of any Restricted Jurisdiction. Subject to certain exceptions, the Shares may not, directly or indirectly, be offered, sold, taken up or delivered in, into or from any member state of the EEA, any Restricted Jurisdiction or to or for the account or benefit of any national, resident or citizen or any person resident in any member state of the EEA, or any Restricted Jurisdiction. The Prospectus does not constitute an offer to sell or a solicitation of an offer to purchase or subscribe for Shares in any jurisdiction in which such offer or solicitation is unlawful or would impose any unfulfilled registration, publication or approval requirements on the Company. The distribution of the Prospectus in other jurisdictions may be restricted by law and therefore persons into whose possession the Prospectus comes should inform themselves of and observe any such restrictions.

Copies of this Securities Note, the Registration Document and the Summary (along with any Future Securities Note, Future Summary and/or Future Registration Document and any supplementary prospectus issued by the Company) will be available on the Company's website at <https://augmentum.vc> and the National Storage Mechanism of the FCA at <https://data.fca.org.uk/#/nsm/nationalstorage mechanism>.

Without limitation, neither the contents of the Company's website (or any other website) nor the content of any website accessible from hyperlinks on the Company's website (or any other website) is incorporated into, or forms part of this Securities Note, or has been approved by the FCA.

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## RISK FACTORS

**Investment in the Company should not be regarded as short-term in nature and involves a degree of risk. Accordingly, investors should consider carefully all of the information set out in this document and the risks attaching to an investment in the Company including, in particular, the risks described below.**

**The Directors believe that the risks described below are the material risks relating to an investment in the Shares at the date of this Securities Note. Additional risks and uncertainties not currently known to the Directors, or that the Directors deem immaterial at the date of this Securities Note, may also have an adverse effect on the performance of the Company and the value of the Shares. Investors should review this Securities Note, as well as the information contained in the Registration Document (including the section entitled "Risk Factors"), carefully and in its entirety and consult with their professional advisers before making an application to invest in the Shares.**

**As required by the UK Prospectus Regulation, the risk that the Directors consider to be the most material risk in each category, taking into account the negative impact on the Company and the probability of its occurrence, has been set out first. Given the forward-looking nature of the risks, there can be no guarantee that any such risk is, in fact, the most material or the most likely to occur. Investors should, therefore, review and consider each risk.**

### **A. General risks affecting the Shares**

#### ***The value of the Shares may fluctuate***

The value of an investment in the Company, and the returns derived from it, if any, may go down as well as up and there can be no assurance, express or implied, that Shareholders will receive back the amount of their investment in the Shares.

The market price of the Shares, like shares in all listed, quoted or traded investment companies, may fluctuate independently of their underlying Net Asset Value and may trade at a discount or premium at different times, depending on factors such as supply and demand for the Shares, market conditions and general investor sentiment. Stock markets experience extreme price and volume volatility from time to time, and this, in addition to general economic, political and other conditions, may materially adversely affect the market price for the Shares. There can be no guarantee that any discount control policy will be successful or capable of being implemented. The market value of a Share may vary considerably from its Net Asset Value.

#### ***It may be difficult for Shareholders to realise their investment and there may not be a liquid market in the Shares***

While the Directors retain the right to effect repurchases of Shares in the manner described in the Prospectus, they are under no obligation to use such powers or to do so at any time and Shareholders should not place any reliance on the willingness of the Directors so to act. Shareholders wishing to realise their investment in the Company may have to dispose of their Shares in the market. Admission of the Shares should not be taken as implying that there is or will be a liquid market for the Shares. There can be no guarantee that a liquid market in the Shares will be maintained or that the Shares will trade at prices close to their underlying Net Asset Value.

Over the twelve months to 15 June 2021 (being the latest practicable date prior to the publication of this Prospectus), the average daily trading volume for the Company has been 251,054 Ordinary Shares, representing 0.19 per cent. of the average number of Ordinary Shares in issue, as compared to a sector average of 0.19 per cent. There is no guarantee that an active trading market in the Company's Ordinary Shares will be sustained. If an active trading market is not sustained, the liquidity and trading price of the Shares may be adversely affected. Even if an active trading market continues, the market price of the Shares may not reflect the valuation of the underlying investments of the Company. Accordingly, Shareholders may be unable to realise their investment at such Net Asset Value or at all.

#### ***Further issues of Shares***

In order to facilitate the Share Issuance Programme described in this Securities Note, the Company is seeking Shareholder authority to issue up to 150 million Ordinary Shares and/or C Shares pursuant to the Share Issuance Programme or otherwise, without the application of pre-emption rights, by proposing the

Issue Resolutions at the General Meeting. If this authority is granted and the Directors decide to issue Shares on a non-pre-emptive basis pursuant to the Share Issuance Programme or otherwise, the proportions of the voting rights held by existing Shareholders who do not or are not eligible to participate in such issue(s) will be diluted on the issue of such shares as each Share carries the right to one vote.

#### ***Future sales of Shares could cause the market price of the Shares to fall***

Sales of Shares or interests in the Shares by significant investors could depress the market price of the Shares. A substantial number of Shares being sold, or the perception that sales of this type could occur, could also depress the market price of the Shares. Both scenarios, occurring either individually or collectively, may make it more difficult for Shareholders to sell Shares at a time and price that they deem appropriate.

#### ***The UK's withdrawal from the EU***

Political instability or uncertainty could have a material adverse effect on the Company's results of operations and the value of the Shares. In particular, the Company considers that the UK's departure from the EU will create an uncertain political and economic environment in the UK and other EU member states that could potentially last for a number of months or years. The terms of the trade deal entered into between the UK and the EU, and the political and economic uncertainty surrounding the UK's withdrawal from the EU, could result in currency movements, volatility in the UK and global markets, regulatory changes and other unpredictable and ultimately unfavourable economic circumstances that may have a materially adverse effect on the Company.

#### ***Risks relating specifically to the C Shares***

C Shares may be issued in separate tranches and will convert into Ordinary Shares at the relevant conversion time. Pending conversion of such C Shares into Ordinary Shares, the portfolio of assets attributable to the C Shares will differ from the portfolio of assets attributable to the Ordinary Shares in terms of both performance (the assets in the portfolios may be different) and diversification (the C Share portfolio may be more concentrated than the Ordinary Share portfolio pending conversion).

## **B. Regulatory considerations**

#### ***ERISA and related considerations***

The Company will use commercially reasonable efforts to restrict the ownership and holding of its Shares so that none of its assets will constitute "plan assets" subject to ERISA, section 4975 of the Code, or any state, local, non-US or other laws that are similar to Title I of ERISA or section 4975 of the Code. However, the Company cannot guarantee that Shares will not be acquired by Benefit Plan Investors or other investors subject to similar laws. If the Company's assets were deemed to be plan assets: (i) the prudence and other fiduciary responsibility standards of ERISA would apply to assets of the Company; and (ii) certain transactions, including transactions that the Company may enter into, or may have entered into, in the ordinary course of business might constitute or result in non-exempt prohibited transactions under section 406 of ERISA or section 4975 of the Code and, amongst other things, such transactions might have to be rescinded. A non-exempt prohibited transaction, in addition to imposing potential liability on fiduciaries of the ERISA plan, may also result in the imposition of an excise tax on "parties in interest" (as defined in ERISA) or "disqualified persons" (as defined in the US Tax Code) (which could include the Company), with whom the Benefit Plan Investor, engages in the transaction unless an exemption applies. Governmental plans, certain church plans and non-US plans, while not subject to Part 4 of Subtitle B of Title I of ERISA or section 4975 of the US Tax Code, may nevertheless be subject to other state, local, non-US or other laws or regulations that have similar effect.

#### ***Local laws or regulations may mean that the status of the Company or the Shares is uncertain or subject to change, which could adversely affect a Shareholder's ability to hold Shares***

For regulatory and tax purposes, the status and treatment of the Company and the Shares may be different in different jurisdictions. For instance, in certain jurisdictions and for certain purposes, the Shares may be treated as units in a collective investment scheme. Furthermore, in certain jurisdictions, the regulatory and tax status of the Company and/or the Shares may be uncertain or subject to change, or it may differ depending on the availability of certain information or as a result of disclosures made by the Company.

Changes in the status or treatment of the Company or the Shares for regulatory and/or tax purposes may have unforeseen effects on the ability of investors to hold Shares or the consequences to investors of doing so.

## IMPORTANT INFORMATION

### General

This Securities Note should be read in its entirety, along with the Summary and the Registration Document, any Future Securities Note, Future Summary or Future Registration Document and any supplementary prospectus issued by the Company before making any application for Shares.

Prospective investors should rely only on the information contained in the Prospectus (which comprises this Securities Note, together with the Summary and the Registration Document and any supplementary prospectus issued by the Company) and any Future Securities Note, Future Summary or Future Registration Document. No person has been authorised to give any information or make any representations other than as contained in the Prospectus and, if given or made, such information or representations must not be relied on as having been authorised by the Company, the AIFM, the Portfolio Manager, the Depositary or any of the Banks or any of their respective affiliates, officers, directors, members, employees or agents. Without prejudice to the Company's obligations under the UK Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the UK Market Abuse Regulation and the Disclosure Guidance and Transparency Rules, neither the delivery of the Prospectus nor any subscription for or purchase of Shares made pursuant to the Share Issuance Programme shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date of the Prospectus, or that the information contained herein is correct as at any time subsequent to the date of the Prospectus.

Apart from the liabilities and responsibilities, if any, which may be imposed on any of the Banks by FSMA or the regulatory regime established thereunder, or under the regulatory regime of any other jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, none of the Banks nor any person affiliated with any of the Banks makes any representation, express or implied, nor accepts any responsibility whatsoever for, the contents of the Prospectus including its accuracy, completeness or verification, nor for any other statement made or purported to be made by it or on its behalf, or on behalf of the Company or any other person in connection with the Company, the Shares, the Share Issuance Programme (including the Initial Issue) or any Admission and nothing contained in the Prospectus is or shall be relied upon as a promise or representation in this regard. The Banks (together with their respective affiliates) accordingly, to the fullest extent permitted by law, disclaim all and any liability whether arising in tort, contract or which they might otherwise have in respect of the Prospectus or any other statement.

In connection with the Share Issuance Programme, the Banks and any of their respective affiliates, acting as investors for its or their own account(s), may subscribe for or purchase Shares and in that capacity may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in the Shares and other securities of the Company or related investments in connection with the Share Issuance Programme or otherwise. Accordingly, references in the Prospectus to the Shares being issued, offered, acquired, subscribed or otherwise dealt with, should be read as including any issue or offer to, acquisition of, or subscription or dealing by any Bank and any of their respective affiliates acting as an investor for its or their own account(s). None of the Banks nor any of their respective affiliates intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so. In addition, a Bank may enter into financing arrangements with investors, such as share swap arrangements or lending arrangements in connection with which a Bank may from time to time acquire, hold or dispose of shareholdings in the Company.

All Shareholders are entitled to the benefit of, are bound by, and are deemed to have notice of, the provisions of the Memorandum of Association and the Articles which prospective investors should review. A summary of the Articles is contained in paragraph 2 of Part 7 of this Securities Note.

Statements made in this Securities Note are based on the law and practice in force in England and Wales as at the date of this Securities Note and are subject to changes therein.

Under the Intermediaries Offer, the Ordinary Shares are being offered to Intermediaries who will facilitate the participation of their retail investor clients (and any member of the public who wishes to become a client of that Intermediary) located in the UK, the Channel Islands and the Isle of Man. The Company consents to the use of the Prospectus in connection with any subsequent resale or final placement of securities by

financial intermediaries in the UK, the Channel Islands and the Isle of Man on the following terms in respect of Intermediaries who are appointed after the date of this Securities Note, a list of which will appear on the Company's website, from the date on which they are appointed to participate in connection with any subsequent resale or final placement of securities and, in each case, until the closing of the period for the subsequent resale or final placement of securities by financial intermediaries at 3.00 p.m. on 8 July 2021, unless closed prior to that date.

The offer period within which any subsequent resale or final placement of securities by financial intermediaries can be made and for which consent to use the Prospectus is given commences on 17 June 2021 and closes on 8 July 2021, unless closed prior to that date (any such prior closure to be announced via a Regulatory Information Service).

**Any Intermediary that uses the Prospectus must state on its website that it uses the Prospectus in accordance with the Company's consent.** Intermediaries are required to provide the terms and conditions of the Intermediaries Offer to any prospective investor who has expressed an interest in participating in the Intermediaries Offer to such Intermediary. **Information on the terms and conditions of any subsequent resale or final placement of securities by any financial intermediary is to be provided at the time of the offer by the financial intermediary.**

The Company consents to the use of the Prospectus and accepts responsibility for the information contained in the Prospectus with respect to subsequent resale or final placement of securities by any financial intermediary given consent to use the Prospectus.

Any new information with respect to financial intermediaries unknown at the time of approval of the Prospectus will be available on the Company's website at [www.augmentumfintech.com](http://www.augmentumfintech.com).

### **Data protection**

The information that a prospective investor in the Company provides in documents in relation to a subscription for Shares or subsequently by whatever means which relates to the prospective investor (if it is an individual) or a third party individual ("personal data") will be held and processed by the Company (and any third party to whom it may delegate certain administrative functions in relation to the Company) in compliance with (a) the EU General Data Protection Regulation 2016/679 ("EU GDPR") and/or the EU GDPR as it forms part of the domestic law of the United Kingdom by virtue of the EUWA ("UK GDPR") and the UK Data Protection Act 2018 (as amended from time to time) ("Data Protection Legislation"); and (b) the Company's privacy notice, a copy of which is available for review on the Company's website at [www.augmentumfintech.com](http://www.augmentumfintech.com) (and if applicable any other third party delegate's privacy notice) ("Privacy Notice").

Without limitation to the foregoing, each prospective investor acknowledges that it has been informed that such information will be held and processed by the Company (or any third party, functionary, or agent appointed by the Company, which may include, without limitation, the Registrar) and in accordance with the Company's Privacy Notice for the purposes set out therein including:

- verifying the identity of the prospective investor to comply with statutory and regulatory requirements in relation to anti-money laundering procedures;
- carrying out the business of the Company and the administering of interests in the Company; and
- meeting the legal, regulatory, reporting and/or financial obligations of the Company in the UK or elsewhere or any third party functionary or agent appointed by the Company.

For the purposes set out above, it may be necessary for the Company (or any third party, functionary, or agent appointed by the Company, which may include, without limitation, the Registrar) to:

- disclose personal data to third party service providers, affiliates, agents or functionaries appointed by the Company or its agents to provide services to prospective investors; and
- transfer personal data outside of the United Kingdom (or the EEA, to the extent that EU GDPR applies in respect of the personal data being transferred) to countries or territories which do not offer the same level of protection for the rights and freedoms of prospective investors in the United Kingdom or the EEA (as applicable).

The foregoing processing of personal data is required in order to perform the contract with the prospective investor to comply with the legal and regulatory obligations of the Company or otherwise is necessary for the legitimate interests of the Company.

If the Company (or any third party, functionary or agent appointed by the Company, which may include, without limitation, the Registrar) discloses personal data to such a third party, agent or functionary and/or makes such a transfer of personal data it will use reasonable endeavours to ensure that such transfer is in accordance with applicable Data Protection Legislation.

When the Company, or its permitted third parties, transfers personal information outside the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being transferred), it will ensure that the transfer is subject to appropriate safeguards in accordance with applicable Data Protection Legislation.

Prospective investors are responsible for informing any third party individual to whom the personal data relates to the disclosure and use of such data in accordance with these provisions.

Individuals have certain rights in relation to their personal data; such rights and the manner in which they can be exercised are set out in the Company's Privacy Notice.

### **Regulatory information**

The contents of the Prospectus are not to be construed as advice relating to legal, financial, taxation, accounting, regulatory, investment decisions or any other matter. Prospective investors must inform themselves as to:

- the legal requirements within their own countries for the purchase, holding, transfer, redemption or other disposal of the Shares;
- any foreign exchange restrictions applicable to the purchase, holding, transfer, redemption or other disposal of the Shares which they might encounter; and
- the income and other tax consequences which may apply to them as a result of the purchase, holding, transfer, redemption or other disposal of the Shares.

Prospective investors must rely upon their own representatives, including their own legal advisers and accountants, as to legal, taxation, accounting, regulatory, investment or any other related matters concerning the Company and an investment therein.

The distribution of the Prospectus and the offering of Shares in jurisdictions other than the United Kingdom, the Channel Islands and the Isle of Man may be restricted by law and persons into whose possession the Prospectus comes should inform themselves about and observe any such restrictions. The Ordinary Shares and the C Shares may not be offered, sold, pledged or otherwise transferred to: (i) any US Person or a person acting for the account of a US Person; or (ii) a Benefit Plan Investor.

The Prospectus does not constitute, and may not be used for the purposes of, an offer or an invitation to subscribe for any Shares by any person in any jurisdiction: (i) in which such offer or invitation is not authorised; or (ii) in which the person making such offer or invitation is not qualified to do so; or (iii) to any person to whom it is unlawful to make such offer or invitation.

Persons receiving this document may not distribute or send it to any US Person or in to the United States or any other jurisdiction where to do so would or might contravene local securities laws or regulations. In particular, investors should note that the Company has not, and will not be, registered under the US Investment Company Act and the offer, issue and sale of the Shares have not been, and will not be, registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Shares are being offered and sold outside the United States to non-US Persons in reliance on the exemption from the registration requirements of the US Securities Act provided by Regulation S thereunder. The Shares may not be offered, sold, pledged or otherwise transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, any US Person. The Shares have not been approved or disapproved by the US Securities and Exchange Commission, any states securities commission in the United States or any other US regulatory authority,

nor have any of the foregoing authorities passed upon or endorsed the merits of the offering or the issue of the Shares or the accuracy or adequacy of the Prospectus. Any representation to the contrary is a criminal offence in the United States and the offer or re-sale of any of the Shares in the United States may constitute a violation of US law.

#### **Notice to prospective investors in the European Economic Area**

In relation to each Relevant Member State, no Shares have been offered or will be offered pursuant to the Share Issuance Programme to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Shares which has been approved by the competent authority in that Relevant Member State, or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the EU Prospectus Regulation, except that offers of Shares to the public may be made at any time under the following exemptions under the EU Prospectus Regulation:

- (a) to any legal entity which is a "qualified investor" as defined in the EU Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than "qualified investors" as defined in the EU Prospectus Regulation) in such Relevant Member State; or
- (c) in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Shares shall result in a requirement for the publication of a prospectus pursuant to Article 3(1) of the EU Prospectus Regulation in a Relevant Member State and each person to whom any offer is made under the Initial Placing or any Subsequent Placing will be deemed to have represented, acknowledged and agreed that it is a "qualified investor" within the meaning of Article 2(e) of the EU Prospectus Regulation.

For the purposes of this provision, the expression an "offer to the public" in relation to any offer of Shares in any Relevant Member State means a communication in any form and by any means presenting sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for the Shares.

Any prospective investor domiciled in the EEA that has received the Prospectus in any Relevant Member State should not subscribe for Shares (and the Company reserves the right to reject any application so made, without explanation) unless (i) the AIFM has confirmed that it has made the relevant notifications and/or applications in that Relevant Member State and is lawfully able to market the Shares into that Relevant Member State; or (ii) such investor has received the Prospectus on the basis of an enquiry made at the investor's own initiative and it is a person to whom the Shares may lawfully be offered under the AIFMD or under the applicable implementing legislation (if any) of that Relevant Member State.

Notwithstanding that the AIFM may have confirmed that it is able to market Shares to professional investors in a Relevant Member State, the Shares may not be marketed to retail investors (as this term is understood in the AIFMD as transposed in the Relevant Member States) in that Relevant Member State unless the Shares have been qualified for marketing to retail investors in that Relevant Member State in accordance with applicable local laws. At the date of this Securities Note, the Shares are not eligible to be marketed to retail investors in any Relevant Member State. Accordingly, the Shares may not be offered, sold or delivered and neither the Prospectus nor any other offering materials relating to such Shares may be distributed or made available to retail investors in those countries.

#### **Notice to prospective investors in Guernsey**

Shares in the Company may only be offered or sold in or from within the Bailiwick of Guernsey, and this Prospectus may only be distributed or circulated directly or indirectly in or from within the Bailiwick of Guernsey, either:

- (i) by persons licensed to do so under the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended); or
- (ii) to persons licensed under the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended), the Insurance Business (Bailiwick of Guernsey) Law, 2002 (as amended), the Banking Supervision (Bailiwick of Guernsey) Law, 1994 (as amended), the Insurance Managers and Intermediaries (Bailiwick

of Guernsey) Law, 2002, as amended, or the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2000 (as amended).

Shares in the Company are not available to be offered or sold under this Prospectus in or from within the Bailiwick of Guernsey other than in accordance with paragraphs (i) and (ii) above and this Prospectus must not be relied upon by any person unless made or received in accordance with such paragraphs.

### **Notice to prospective investors in Jersey**

Subject to certain exemptions (if applicable), the Company shall not raise money in Jersey by the issue anywhere of Shares, and the Prospectus relating to the Shares shall not be circulated in Jersey, without first obtaining consent from the Jersey Financial Services Commission pursuant to the Control of Borrowing (Jersey) Order 1958, as amended. No such consents have been obtained by the Company. Subject to certain exemptions (if applicable), offers for securities in the Company may only be distributed and promoted in or from within Jersey by persons with appropriate registration under the Financial Services (Jersey) Law 1998, as amended. It must be distinctly understood that the Jersey Financial Services Commission does not accept any responsibility for the financial soundness of or any representations made in connection with the Company.

### **Notice to prospective investors in the Isle of Man**

The Share Issuance Programme (including the Initial Issue) is available, and is and may be made, in or from within the Isle of Man and this document is being provided in or from within the Isle of Man only:

- (i) by persons licensed to do so under the Isle of Man Financial Services Act 2008; or
- (ii) in accordance with any relevant exclusion contained within the Isle of Man Regulated Activities Order 2011 (as amended) or exemption contained in the Isle of Man Financial Services (Exemptions) Regulations 2011 (as amended).

The Share Issuance Programme (including the Initial Issue) referred to in the Prospectus and the Prospectus are not available in or from within the Isle of Man other than in accordance with paragraphs (i) and (ii) above and must not be relied upon by any person unless made or received in accordance with such paragraphs.

### **Notice to prospective investors in other jurisdictions**

The distribution of the Prospectus in other jurisdictions may be restricted by law and therefore persons into whose possession this document comes should inform themselves about and observe any such restrictions.

### **Distribution to retail investors**

The Company conducts its affairs so that its Shares can be recommended by financial advisers to retail investors in accordance with the FCA's rules in relation to non-mainstream pooled investment products. The Company's Ordinary Shares and its C Shares are expected to be excluded from the FCA's restrictions which apply to non-mainstream pooled investment products because they are shares in an investment trust.

The Company conducts its affairs so that its Shares can be recommended by financial advisers to retail investors in accordance with the rules on the distribution of financial instruments under UK MiFID II. The Directors consider that the requirements of Article 57 of the UK MiFID II Delegated Regulation are met in relation to the Company's Shares and that, accordingly, the Shares should be considered "non-complex" for the purposes of MiFID II.

### **Information to distributors**

Solely for the purposes of the product governance requirements contained within: (a) the UK's implementation of EU Directive 2014/65/EU on markets in financial instruments, as amended ("UK MiFID II"); and (b) the UK's implementation of Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing UK MiFID II, and in particular Chapter 3 of the Product Intervention and Product Governance Sourcebook of the FCA (together, the "MiFID II Product Governance Requirements"), and disclaiming

all and any liability, whether arising in tort, contract or otherwise, which any “manufacturer” (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Shares have been subject to a product approval process, which has determined that such securities are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in UK MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by UK MiFID II (the “**Target Market Assessment**”).

Notwithstanding the Target Market Assessment, distributors (such term to have the same meaning as in the MiFID II Product Governance Requirements) should note that: the price of the Shares may decline and investors could lose all or part of their investment; the Shares offer no guaranteed income and no capital protection; and an investment in the Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Share Issuance Programme (including the Initial Issue). Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Joint Bookrunners will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of UK MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Shares and determining appropriate distribution channels.

### **Key information document**

In accordance with the UK PRIIPs Regulation, a key information document prepared in relation to the Ordinary Shares is available on the Company’s website: [www.augmentumfintech.com](http://www.augmentumfintech.com). It is the responsibility of each distributor of Ordinary Shares to ensure that its “retail clients” are provided with a copy of the key information document. A key information document relating to the C Shares will, if applicable, be made available at the relevant time.

The AIFM is the manufacturer of the Shares for the purposes of the UK PRIIPs Regulation and none of the Banks is a manufacturer for these purposes. None of the Banks makes any representations, express or implied, or accepts any responsibility whatsoever for the contents of the key information document prepared by the AIFM in relation to the Shares nor accepts any responsibility to update the contents of the key information document in accordance with the UK PRIIPs Regulation, to undertake any review processes in relation thereto or to provide such key information document to future distributors of Shares. Each of the Banks and their respective affiliates accordingly disclaim all and any liability whether arising in tort or contract or otherwise which it or they might have in respect of the key information document prepared by the AIFM.

### **Presentation of financial information**

Certain financial and statistical information contained in this Securities Note has been rounded to the nearest whole number or the nearest decimal place. Therefore, the actual arithmetic total of the numbers in a column or row in a certain table may not conform exactly to the total figure given for that column or row. In addition, certain percentages presented in the tables in this Registration Document reflect calculations based upon the underlying information prior to rounding, and, accordingly, may not conform exactly to the percentages that would be derived if the relevant calculations were based upon the rounded numbers.

### **Forward-looking statements**

The Prospectus contains forward-looking statements including, without limitation, statements containing the words “believes”, “estimates”, “anticipates”, “expects”, “intends”, “may”, “will”, or “should” or, in each case, their negative or other variation or similar expressions. Such forward-looking statements involve unknown risk, uncertainties and other factors which may cause the actual results, financial condition,

performance or achievement of the Company, or industry results, to be materially different from future results, financial condition, performance or achievements expressed or implied by such forward-looking statements.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward-looking statements. These forward-looking statements speak only as at the date of the Prospectus. Subject to its legal and regulatory obligations, the Company expressly disclaims any obligation to update or revise any forward-looking statement contained herein to reflect changes in expectations with regard thereto or any change in events, conditions, or circumstances on which any statement is based, unless required to do so by law or any appropriate regulatory authority, including FSMA, the Listing Rules, the Prospectus Rules, the Disclosure Guidance and Transparency Rules and the UK Market Abuse Regulation.

Nothing in the preceding two paragraphs should be taken as limiting the working capital statement in paragraph 5 of Part 7 of this Securities Note.

## EXPECTED TIMETABLE

2021

### **Initial Issue**

Record Date for entitlements under the Open Offer	close of business on 15 June
Initial Issue opens, posting to Shareholders of the Prospectus and Open Offer Application Form	17 June
Ex entitlement date for the Open Offer	8.00 a.m. on 17 June
Open Offer Entitlements and Excess CREST Open Offer Entitlements enabled in CREST and credited to stock accounts of Qualifying CREST Shareholders	as soon as possible on 18 June
Recommended latest time and date for requesting withdrawal of Open Offer Entitlements and Excess CREST Open Offer Entitlements from CREST	4.30 p.m. on 2 July
Recommended latest time and date for depositing Open Offer Entitlements and Excess CREST Open Offer Entitlements into CREST	3.00 p.m. on 5 July
Recommended latest time for splitting Open Offer Application Forms (to satisfy <i>bona fide</i> market claims only)	3.00 p.m. on 6 July
General Meeting	11.00 a.m. on 8 July
Latest time and date for receipt of completed Open Offer Application Forms and payment in full under the Open Offer or settlement of relevant CREST instructions	11.00 a.m. on 8 July
Latest time and date for receipt of completed Application Forms in respect of the Offer for Subscription	11.00 a.m. on 8 July
Latest time and date for receipt of completed applications from the Intermediaries in respect of the Intermediaries Offer	3.00 p.m. on 8 July
Latest time and date for commitments under the Initial Placing	5.00 p.m. on 8 July
Publication of results of the Initial Issue	9 July
Admission and dealings in Ordinary Shares issued pursuant to the Initial Issue commence	8.00 a.m. on 13 July
CREST accounts credited with uncertificated new Ordinary Shares issued pursuant to the Initial Issue	13 July
Where applicable, definitive share certificates in relation to Ordinary Shares issued pursuant to the Initial Issue despatched by post in the week commencing*	19 July

\* Underlying Applicants who apply to Intermediaries for Ordinary Shares under the Intermediaries Offer will not receive share certificates.

### **Subsequent Issues under the Share Issuance Programme**

Subsequent Issues under the Share Issuance Programme

between 13 July 2021 and  
16 June 2022

Publication of Share Issuance Programme Price in respect of  
each Subsequent Issue

as soon as practicable  
following the closing of a  
Subsequent Issue

Admission and crediting of CREST accounts in respect of each  
Subsequent Issue

as soon as practicable  
following the allotment of  
shares pursuant to a  
Subsequent Issue

Definitive share certificates in respect of the Shares issued  
pursuant to each Subsequent Issue despatched by post

approximately one week  
following the Admission of  
any Shares pursuant to a  
Subsequent Issue

*Any changes to the expected timetable set out above will be notified by the Company through a Regulatory Information Service.*

*All references to times in this Securities Note are to London times.*

## SHARE ISSUANCE PROGRAMME STATISTICS

### **Initial Issue Statistics**

Expected net proceeds of the Initial Issue*	£38.8 million
Issue Price**	135.5 pence per Ordinary Share

\* Assuming that 29,562,798 new Ordinary Shares are issued pursuant to the Initial Issue and that accordingly the gross proceeds of the Initial Issue are approximately £40 million. The Directors have reserved the right, following consultation with the Banks, to increase the size of the Initial Issue if overall demand exceeds 29,562,798 new Ordinary Shares by reallocating Ordinary Shares that would otherwise be available in any Subsequent Issues under the Share Issuance Programme to increase the size of the Initial Placing, the Excess Application Facility, the Offer for Subscription and/or the Intermediaries Offer. Any such increase will be announced through a Regulatory Information Service.

\*\* The Issue Price is calculated as being the NAV per Ordinary Share as at 31 March 2021 (audited), being the Company's most recently published NAV per Ordinary Share as at the anticipated date of closing of the Initial Issue, plus a premium of approximately 3.9 per cent. which is intended to cover the costs and expenses of the Initial Issue.

### **Share Issuance Programme Statistics**

Maximum size of the Share Issuance Programme (including the Initial Issue)	150 million Ordinary Shares and/or C Shares
Share Issuance Programme Price (Ordinary Shares)	not less than the prevailing Net Asset Value per Ordinary Share at the time of issue plus a premium to cover the expenses of such issue
Share Issuance Programme Price (C Shares)	£1.00

### **Dealing Codes**

Open Offer Entitlement ISIN	GB00BMBVC431
Open Offer Entitlement SEDOL	BMBVC43
Excess CREST Open Offer Entitlement ISIN	GB00BMBVC548
Excess CREST Open Offer Entitlement SEDOL	BMBVC54
Ordinary Share ISIN	GB00BG12XV81
Ordinary Share SEDOL	BG12XV8
Ordinary Share Ticker	AUGM
C Share ISIN	GB00BK5XW633
C Share SEDOL	BK5XW63
C Share Ticker	AUGC
Legal Entity Identifier	213800OTQ44T555I8S71

## DIRECTORS AND ADVISERS

<b>Directors</b>	Neil England ( <i>Chairman</i> ) Karen Brade David Haysey <i>all independent and of the registered office below</i>
<b>Registered Office</b>	25 Southampton Buildings London WC2A 1AL United Kingdom
<b>Portfolio Manager</b>	Augmentum Fintech Management Limited 5-23 Old Street London EC1V 9HL United Kingdom
<b>AIFM, Company Secretary and Administrator</b>	Frostrow Capital LLP 25 Southampton Buildings London WC2A 1AL United Kingdom
<b>Joint Sponsor, Joint Bookrunner and Intermediaries Offer Adviser</b>	Peel Hunt LLP 100 Liverpool Street London EC2M 2AT United Kingdom
<b>Joint Sponsor</b>	Nplus1 Singer Advisory LLP 1 Bartholomew Lane London EC2N 2AX United Kingdom
<b>Joint Bookrunner</b>	Nplus1 Singer Capital Markets Limited 1 Bartholomew Lane London EC2N 2AX United Kingdom
<b>Depository</b>	IQ EQ Depositary Company (UK) Limited 4th Floor 3 More London Riverside London SE1 2AQ
<b>Legal Adviser to the Company</b>	Stephenson Harwood LLP 1 Finsbury Circus London EC2M 7SH United Kingdom
<b>Legal Adviser to the Joint Bookrunners</b>	Gowling WLG (UK) LLP 4 More London Riverside London SE1 2AU United Kingdom
<b>Auditors and Reporting Accountant</b>	BDO LLP 55 Baker Street London W1U 7EU United Kingdom

**Registrar**

Link Group  
10<sup>th</sup> Floor, Central Square  
29 Wellington Street  
Leeds LS1 4DL  
United Kingdom

**Receiving Agent**

Link Group  
Corporate Actions  
10<sup>th</sup> Floor, Central Square  
29 Wellington Street  
Leeds LS1 4DL  
United Kingdom

## PART 1

### THE INITIAL ISSUE

#### 1 Introduction

The Company is proposing to issue new Ordinary Shares through the Initial Placing, the Open Offer, the Offer for Subscription and the Intermediaries Offer for a target issue of up to 29,562,798 Ordinary Shares at an issue price of 135.5 pence per Ordinary Share, resulting in gross proceeds of approximately £40 million. The Directors have reserved the right, following consultation with the Banks, to increase the size of the Initial Issue if overall demand exceeds 29,562,798 new Ordinary Shares by reallocating Ordinary Shares that would otherwise be available in any Subsequent Issues under the Share Issuance Programme to increase the size of the Initial Placing, the Offer for Subscription and/or the Intermediaries Offer.

In this Securities Note, the Initial Placing, the Open Offer, the Offer for Subscription and the Intermediaries Offer are together referred to as the Initial Issue. The maximum number of Shares that may be issued under the Share Issuance Programme (including the Initial Issue) is 150 million, subject to the appropriate Shareholder authorities being in place for such issue.

In order to implement the Share Issuance Programme, the Directors have convened the General Meeting of the Company to be held on 8 July 2021 at which the Issue Resolutions will be put to Shareholders to approve the issue of up to 150 million Ordinary Shares and/or C Shares on a non-pre-emptive basis pursuant to the Share Issuance Programme or otherwise.

The Initial Issue is not being underwritten.

The Open Offer provides an opportunity for Qualifying Shareholders to participate in the fundraising by subscribing for their respective Open Offer Entitlements. If the Initial Issue proceeds, valid applications under the Open Offer will be satisfied in full up to applicants' Open Offer Entitlements. Any new Ordinary Shares not taken up under the Open Offer will be made available under the Excess Application Facility, the Initial Placing, the Offer for Subscription and/or the Intermediaries Offer, thereby enabling existing Shareholders to subscribe for more than their Open Offer Entitlement. Qualifying Shareholders who wish to subscribe for more new Ordinary Shares than their Open Offer Entitlement could therefore make an application under the Excess Application Facility, the Offer for Subscription, the Intermediaries Offer or, if appropriate, the Initial Placing. However, no assurance can be given that applications under the Excess Application Facility, the Offer for Subscription, the Intermediaries Offer and/or the Initial Placing will be met in full or in part or at all.

No expenses will be charged to investors by the Company in connection with the Initial Issue. However, the price at which new Ordinary Shares will be issued pursuant to the Initial Issue will be 135.5 pence per Ordinary Share, which is calculated as being the NAV per Ordinary Share as at 31 March 2021 (audited), being the Company's most recently published NAV per Ordinary Share as at the anticipated date of closing of the Initial Issue, plus a premium of approximately 3.9 per cent. which is intended to cover the costs and expenses of the Initial Issue.

To the extent that this premium does not cover the costs and expenses of the Initial Issue, the Company may seek to recover such costs by the premium at which Shares are issued under any Subsequent Issues under the Share Issuance Programme.

The actual number of Ordinary Shares to be issued pursuant to the Initial Issue is not known as at the date of this Securities Note but will be notified by the Company through a Regulatory Information Service prior to Admission.

#### 2 The Initial Placing

Each of the Joint Bookrunners has agreed to use its respective reasonable endeavours to procure subscribers pursuant to the Initial Placing for the Ordinary Shares at the Issue Price on the terms and subject to the conditions set out in the Share Issuance Agreement.

The terms and conditions which shall apply to any subscription for Ordinary Shares procured by the Joint Bookrunners pursuant to the Initial Placing are set out in Part 3 of this Securities Note. The Initial Placing will close at 5.00 p.m. on 8 July 2021 (or such later date, not being later than 13 August 2021, as the Company and the Banks may agree). If the Initial Placing is extended, the revised timetable will be notified through a Regulatory Information Service.

Each placee agrees to be bound by the Articles once the Ordinary Shares, which the placee has agreed to subscribe for pursuant to the Initial Placing, have been acquired by the placee. The contract to subscribe for the Ordinary Shares under the Initial Placing and all disputes and claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of the Banks, the Company, the AIFM, the Portfolio Manager and the Registrar, each placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against the placee in any other jurisdiction.

Commitments under the Initial Placing, once made, may not be withdrawn without the consent of the Company and the Joint Bookrunners.

### **3 The Open Offer**

Qualifying Shareholders are being offered the opportunity, under the Open Offer, to apply for up to 4 Ordinary Shares for every 19 existing Ordinary Shares held and registered in their name as at the Record Date. New Ordinary Shares issued to Qualifying Shareholders under the Open Offer are not subject to scaling back to satisfy valid applications under the Initial Placing, the Offer for Subscription, the Intermediaries Offer or the Excess Application Facility.

Any new Ordinary Shares not taken up pursuant to the Open Offer will be made available under the Excess Application Facility, the Initial Placing, the Offer for Subscription and/or the Intermediaries Offer.

If you have sold or otherwise transferred all of your existing Ordinary Shares on or after the ex-entitlement date, you are not entitled to participate in the Open Offer.

Open Offer Entitlements will be rounded down to the nearest whole number and any fractional entitlements to new Ordinary Shares will be disregarded in calculating Open Offer Entitlements. Fractions will be aggregated and made available to Qualifying Shareholders under the Excess Application Facility.

Qualifying Shareholders may apply to acquire less than their Open Offer Entitlement should they so wish. In addition, Qualifying Shareholders may apply to acquire additional new Ordinary Shares using the Excess Application Facility (and/or, as set out above, under the Offer for Subscription, the Intermediaries Offer or, if appropriate, the Initial Placing). Please refer to the terms and conditions for further details of the Excess Application Facility in Part 4 of this Securities Note.

As noted above, Qualifying Shareholders who take up all of their Open Offer Entitlements may also apply under the Excess Application Facility for additional new Ordinary Shares in excess of their Open Offer Entitlement. The Excess Application Facility will comprise such number of new Ordinary Shares as may be allocated to the Excess Application Facility as determined by the Company (following consultation with the Joint Bookrunners and the Portfolio Manager) and that are not taken up by Qualifying Shareholders pursuant to their Open Offer Entitlements.

As set out above, Qualifying Shareholders are being offered the opportunity under the Open Offer to apply for up to 4 Ordinary Shares for every 19 existing Ordinary Shares held and registered in their name as at the Record Date.

If you are a Qualifying non-CREST Shareholder, the Open Offer Application Form shows the number of existing Ordinary Shares registered in your name at the close of business on the Record Date and your Open Offer Entitlement will be shown on your Open Offer Application Form. Qualifying non-CREST Shareholders who wish to apply to subscribe for more than their Open Offer Entitlement should complete the relevant sections on their Open Offer Application Form.

Qualifying CREST Shareholders will have Open Offer Entitlements and Excess CREST Open Offer Entitlements credited to their stock accounts in CREST and should refer to the CREST Manual for further information on the relevant CREST procedures, including information on how to apply for Excess New Shares pursuant to the Excess Application Facility.

Excess applications may be allocated in such manner as the Company may determine (following consultation with the Joint Bookrunners and the Portfolio Manager) and no assurance can be given that applications by Qualifying Shareholders under the Excess Application Facility will be met in full or in part or at all.

Application has been made for the Open Offer Entitlements and Excess CREST Open Offer Entitlements to be admitted to CREST. It is expected that the Open Offer Entitlements and Excess CREST Open Offer Entitlements will be admitted to CREST as soon as possible on 18 June 2021. The Open Offer Entitlements and Excess CREST Open Offer Entitlements will also be enabled for settlement in CREST on 18 June 2021. Applications through means of the CREST system may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim.

The Open Offer is not being made to Shareholders in the United States or any other Excluded Territories except pursuant to an applicable exemption. Accordingly, Open Offer Application Forms are not (subject to certain exceptions) being sent to, and Open Offer Entitlements are not being credited to, Overseas Shareholders except where the Company is satisfied that such action would not result in the contravention of any registration or other legal requirement in any jurisdiction. Shareholders who have registered addresses outside the United Kingdom who are citizens or residents of countries other than the United Kingdom or who are holding existing Ordinary Shares for the benefit of such persons (including, without limitation, nominees, custodians and trustees) or have a contractual or legal obligation to forward the Prospectus or the Open Offer Application Form to such persons, should refer to the section 'Overseas Shareholders' in Part 4 of this Securities Note, which sets out the restrictions applicable to such persons. If you are an Overseas Shareholder, it is important that you read that part of this Securities Note.

**Shareholders should note that the Open Offer is not a rights issue. Qualifying CREST Shareholders should note that, although the Open Offer Entitlements will be admitted to CREST and be enabled for settlement, applications in respect of entitlements under the Open Offer may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim raised by Euroclear's Claims Processing Unit. Qualifying non-CREST Shareholders should note that the Open Offer Application Form is not a negotiable document and cannot be traded. Qualifying Shareholders should be aware that in the Open Offer, unlike in a rights issue, any new Ordinary Shares not applied for will not be sold in the market or placed for the benefit of Qualifying Shareholders who do not apply under the Open Offer, but may be placed with placees pursuant to the Initial Placing or made available under the Offer for Subscription, the Intermediaries Offer and/or the Excess Application Facility, and the net proceeds will be retained, for the benefit of the Company.**

Further information on the Open Offer and the terms and conditions on which it is made, including the procedure for application and payment, is set out in Part 4 of this Securities Note and, where relevant, in the Open Offer Application Form.

For Qualifying non-CREST Shareholders, completed Open Offer Application Forms, accompanied by full payment in accordance with the instructions in Part 4 of this Securities Note, should be returned by post to Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL so as to arrive as soon as possible and in any event so as to be received by no later than 11.00 a.m. on 8 July 2021. For Qualifying CREST Shareholders, the relevant CREST instructions must have settled, as explained in this Securities Note, by no later than 11.00 a.m. on 8 July 2021. Shareholders should consult an independent financial adviser if they are in doubt about the contents of this Securities Note or the action they should take.

#### **4 The Offer for Subscription**

The Directors are also proposing to offer new Ordinary Shares at the Issue Price to investors in the United Kingdom, the Channel Islands and the Isle of Man under the Offer for Subscription, subject to the terms and conditions of the Offer for Subscription set out in Part 5 of this Securities Note. These terms and conditions and the Offer for Subscription Application Form attached as Appendix 1 to this Securities Note should be read carefully before an application is made. The Offer for Subscription will close at 11.00 a.m.

on 8 July 2021. If the Offer for Subscription is extended, the revised timetable will be notified through a Regulatory Information Service.

The minimum subscription amount for new Ordinary Shares pursuant to the Offer for Subscription is £1,000 and, if the application is for a higher amount, the amount must be a multiple of £1,000, although the Board may accept applications below these minimum amounts in their absolute discretion. The aggregate subscription price is payable in full on application. Multiple subscriptions under the Offer for Subscription by individual investors will not be accepted.

Completed Application Forms and the accompanying payment in relation to the Offer for Subscription must be posted to Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL so as to be received by no later than 11.00 a.m. on 8 July 2021. For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 11.00 a.m. on 8 July 2021 and a certified copy of the proof of source of funds should be sent to Link Group together with your Application Form at the address provided. Applicants choosing to settle via CREST on a delivery versus payment (“DVP”) basis, will need to put in their instructions in the CREST GUI in favour of Link Group’s participant account RA06 to settle by no later than 11.00 a.m. on 8 July 2021, allowing for the delivery and acceptance of Ordinary Shares to be made against payment of the Issue Price per Ordinary Share, following the CREST matching criteria set out in the Application Form.

Commitments under the Offer for Subscription, once made, may not be withdrawn without the consent of the Directors.

Please also refer to paragraph 13 of this Part 1 headed “CREST”.

## **5 The Intermediaries Offer**

Investors may also subscribe for Ordinary Shares at the Issue Price pursuant to the Intermediaries Offer. Only the Intermediaries’ retail investor clients in the United Kingdom, the Channel Islands and the Isle of Man are eligible to participate in the Intermediaries Offer. Investors may apply to any one of the Intermediaries to be accepted as their client.

No Ordinary Shares allocated under the Intermediaries Offer will be registered in the name of any person whose registered address is outside the United Kingdom, the Channel Islands or the Isle of Man. A minimum subscription amount of £1,000 per Underlying Applicant will apply. Allocations to Intermediaries will be determined solely by the Company (following consultation with the Joint Bookrunners and the Portfolio Manager).

An application for Ordinary Shares in the Intermediaries Offer means that the Underlying Applicant agrees to acquire the Ordinary Shares applied for at the Issue Price. Each Underlying Applicant must comply with the appropriate money laundering checks required by the relevant Intermediary and all other laws and regulations applicable to their agreement to subscribe for Ordinary Shares. Where an application is not accepted or there are insufficient Ordinary Shares available to satisfy an application in full, the relevant Intermediary will be obliged to refund the Underlying Applicant as required and all such refunds shall be made without interest. The Company, the Portfolio Manager and the Banks accept no responsibility with respect to the obligation of the Intermediaries to refund monies in such circumstances.

Each Intermediary has agreed, or will on appointment agree, to the Intermediaries Terms and Conditions, which regulate, *inter alia*, the conduct of the Intermediaries Offer on market standard terms and provide for the payment of a commission and/or fee (to the extent permissible by the rules of the FCA) to Intermediaries from the Intermediaries Offer Adviser acting on behalf of the Company if such Intermediary elects to receive a commission and/or fee. Pursuant to the Intermediaries Terms and Conditions, in making an application, each Intermediary will also be required to represent and warrant that they are not located in the United States and are not acting on behalf of anyone located in the United States.

In addition, the Intermediaries may prepare certain materials for distribution or may otherwise provide information or advice to retail investors in the United Kingdom, subject to the terms of the Intermediaries Terms and Conditions. Any such materials, information or advice are solely the responsibility of the relevant Intermediary and will not be reviewed or approved by any of the Company, the Portfolio Manager, the

Intermediaries Offer Adviser or any Bank. Any liability relating to such documents shall be for the relevant Intermediaries only.

The Intermediaries Terms and Conditions provide for the Intermediaries to have an option (where the payment of such commission and/or fee is not prohibited by applicable law) to be paid a commission and/or fee by the Intermediaries Offer Adviser (acting on behalf of the Company) in respect of the Ordinary Shares allocated to and paid for by them pursuant to the Intermediaries Offer.

## **6 Conditions**

The Initial Issue is conditional, *inter alia*, on:

- (i) the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 8 July 2021;
- (ii) the Share Issuance Agreement becoming unconditional in respect of the Initial Issue (save as to Initial Admission) and not having been terminated in accordance with its terms prior to Initial Admission; and
- (iii) Initial Admission occurring by 8.00 a.m. on 13 July 2021 (or such later date, not being later than 13 August 2021, as the Company and the Banks may agree).

If the Initial Issue does not proceed, application monies received will be returned to applicants without interest within 14 days at the applicants' risk.

## **7 Scaling back**

The Directors have reserved the right, following consultation with the Banks, to increase the size of the Initial Issue if overall demand exceeds 29,562,798 new Ordinary Shares by reallocating Ordinary Shares that would otherwise be available in any Subsequent Issues under the Share Issuance Programme to increase the size of the Initial Placing, the Offer for Subscription and/or the Intermediaries Offer.

In the event that commitments under the Initial Issue exceed the maximum number of new Ordinary Shares available (notwithstanding any such reallocation), applications under the Initial Issue (other than applications up to Qualifying Shareholders' full entitlement under the Open Offer) will be scaled back at the Company's discretion after consultation with the Joint Bookrunners and the Portfolio Manager.

The basis of allocation of Ordinary Shares under the Initial Issue will be:

- (a) to each Qualifying Shareholder who applies, up to his full entitlement under the Open Offer (Ordinary Shares issued to Qualifying Shareholders under the Open Offer are not subject to scaling back to satisfy valid applications under the Initial Placing, the Offer for Subscription, the Intermediaries Offer or the Excess Application Facility); and
- (b) any Ordinary Shares not taken up under the Open Offer or otherwise available under the Initial Issue, to applicants under the Initial Placing, the Offer for Subscription, the Intermediaries Offer and the Excess Application Facility, with applications scaled back at the discretion of the Company following consultation with the Joint Bookrunners and the Portfolio Manager.

## **8 Costs of the Initial Issue**

The price at which new Ordinary Shares will be issued pursuant to the Initial Issue will be 135.5 pence per Ordinary Share, which is calculated as being the NAV per Ordinary Share as at 31 March 2021 (audited), being the Company's most recently published NAV per Ordinary Share as at the anticipated date of closing of the Initial Issue, plus a premium of approximately 3.9 per cent. which is intended to cover the costs and expenses of the Initial Issue.

To the extent that this premium does not cover the costs and expenses of the Initial Issue, the Company may seek to recover such costs by the premium at which Shares are issued under any Subsequent Issues under the Share Issuance Programme.

For illustrative purposes only, assuming that 29,562,798 new Ordinary Shares are issued pursuant to the Initial Issue at an Issue Price of 135.5 pence per new Ordinary Share (being the Company's most recently published NAV per Ordinary Share as at the anticipated date of closing of the Initial Issue plus a premium

of approximately 3.9 per cent.) and that accordingly the gross proceeds of the Initial Issue are approximately £40 million, the costs and expenses of the Initial Issue would be approximately £1.2 million. Accordingly the net proceeds of the Initial Issue would be approximately £38.8 million.

## **9 Dilution**

The ownership and voting interests of any Shareholders not participating in the Initial Issue will be diluted.

Assuming 29,562,798 Ordinary Shares are issued pursuant to the Initial Issue:

- Qualifying Shareholders who take up their full Open Offer Entitlement (excluding any Ordinary Shares acquired through the Excess Application Facility) will not suffer any dilution to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue; and
- Qualifying Shareholders who do not take up any of their Open Offer Entitlement or participate in the Initial Issue and Shareholders who are not eligible to participate in the Open Offer or participate in the Initial Issue will suffer a maximum dilution of approximately 17.4 per cent. to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue.

However, it is not anticipated that there will be any dilution in the NAV per Ordinary Share as a result of the Initial Issue.

## **10 The Share Issuance Agreement**

The Share Issuance Agreement contains provisions entitling any of the Banks to terminate the Initial Issue (and the arrangements associated with it) at any time prior to Initial Admission in certain circumstances. If this right is exercised, the Initial Issue and these arrangements will lapse and any monies received in respect of the Initial Issue will be returned to applicants without interest within 14 days at the applicant's risk.

The Share Issuance Agreement provides for each of Peel Hunt and Nplus1 Singer Advisory LLP to be paid a sponsor fee and each Joint Bookrunner to be paid a commission by the Company in consideration for their services in relation to the Initial Issue. Any Ordinary Shares subscribed for by a Bank may be retained or dealt in by it for its own benefit.

Under the Share Issuance Agreement, the Banks are entitled at their discretion and out of their own resources at any time to rebate to some or all investors, or to other parties, part or all of their fees relating to the Initial Issue. The Banks are also entitled under the Share Issuance Agreement to retain agents and may pay commission in respect of the Initial Issue to any or all of those agents out of their own resources.

Further details of the terms of the Share Issuance Agreement are set out in paragraph 6.1 of Part 5 of the Registration Document.

## **11 General**

The number of Ordinary Shares to be issued pursuant to an application under the Initial Placing or the Offer for Subscription will be calculated by dividing the subscription amount received in respect of that application by the Issue Price and rounding the resulting amount down to the nearest whole number. Accordingly, fractions of Ordinary Shares will not be issued.

To the extent that the subscription monies received by the Company in relation to any application for new Ordinary Shares pursuant to the Offer for Subscription exceed the aggregate value, at their Issue Price, of the Ordinary Shares issued pursuant to such application, the balance of such sum will be returned by cheque to the applicant concerned, save that amounts, otherwise returnable, of £5.00 or less will be retained for the benefit of the Company.

New Ordinary Shares issued pursuant to the Initial Issue will be issued fully paid and will rank *pari passu* with the Ordinary Shares already in issue (save for any dividends or other distributions declared, made or paid on the Ordinary Shares by reference to a record date prior to the issue of the relevant new Ordinary Shares).

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK, the Company and its agents (and their agents) or the Portfolio Manager may require evidence in connection with any application for Ordinary Shares, including further identification of the applicant(s), before any Ordinary Shares are issued to that applicant.

## **12 Admission, clearing and settlement**

The Company's Ordinary Shares are admitted to the premium segment of the Official List of the FCA and are traded on the premium segment of the London Stock Exchange's main market. Applications will be made to the FCA for all of the Ordinary Shares to be issued pursuant to the Initial Issue to be admitted to the premium segment of the Official List and to the London Stock Exchange for such Ordinary Shares to be admitted to trading on the premium segment of the London Stock Exchange's main market. It is expected that Initial Admission will become effective and dealings will commence on 13 July 2021.

Ordinary Shares will be issued in registered form and may be held in either certificated or uncertificated form. In the case of Ordinary Shares to be issued in uncertificated form pursuant to the Initial Issue, these will be transferred to successful applicants through the CREST system. Dealings in the new Ordinary Shares in advance of the crediting of the relevant stock account shall be at the risk of the person concerned.

Where applicable, definitive share certificates in respect of the Ordinary Shares are expected to be despatched by post at the risk of recipients to the relevant holders in the week beginning 19 July 2021. Prior to the despatch of definitive share certificates in respect of any Ordinary Shares which are held in certificated form, transfer of those Ordinary Shares will be certified against the Register. No temporary documents of title will be issued.

The ISIN of the Ordinary Shares is GB00BG12XV81 and the SEDOL code is BG12XV8.

The Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Ordinary Shares, nor does it guarantee the price at which a market will be made in the Ordinary Shares. Accordingly, the dealing price of the Ordinary Shares may not necessarily reflect changes in the Net Asset Value per Ordinary Share.

## **13 CREST**

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. The Articles permit the holding of Ordinary Shares under the CREST system. Settlement of transactions in the Ordinary Shares following Initial Admission may take place within the CREST system if any Shareholder so wishes.

## **14 Reasons for the Initial Issue and use of proceeds**

The Board, as advised by the Portfolio Manager, believes that there continue to be attractive opportunities for the Company to deliver returns for Shareholders through investment in a portfolio of fintech businesses in the UK and wider Europe and to generate capital growth over the long term for Shareholders.

The Directors intend to use the net proceeds of the Initial Issue to acquire investments in accordance with the Company's investment objective and investment policy, in particular including those investments that form part of the identified pipeline.

## **15 Material interests**

There are no interests that are material to the Initial Issue and no conflicting interests.

## **16 Profile of a typical investor**

Typical investors in the Company are expected to be institutional investors, professionally advised retail investors and non-advised retail investors with at least basic market knowledge and experience, seeking access to a portfolio of fintech businesses based predominantly in the UK and wider Europe.

An investment in the Company is only suitable for persons capable of evaluating the risks and merits of such an investment and who have sufficient resources to bear any loss which may result from the investment (which may equal the whole amount invested).

Potential investors should consider with care whether an investment in the Company is suitable for them in the light of their personal circumstances and the financial resources available to them. Private investors in the UK who are unsure whether to invest should consider consulting a financial adviser authorised under the Financial Services and Markets Act 2000 to assess whether an investment in the Company is suitable.

## **17 Overseas Persons**

The attention of potential investors who are not resident in, or who are not citizens of, the UK is drawn to the paragraphs below.

The offer of Shares under the Initial Issue to Overseas Persons may be affected by the laws of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to obtain Shares under the Initial Issue. It is the responsibility of all Overseas Persons receiving this Securities Note and/or wishing to subscribe for Shares under the Initial Issue to satisfy themselves as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

No person receiving a copy of this Securities Note in any territory other than the UK may treat the same as constituting an offer or invitation to him/her, unless in the relevant territory such an offer can lawfully be made to him/her without compliance with any further registration or other legal requirements.

The Company has not, and will not be, registered under the US Investment Company Act and the offer, issue and sale of the Ordinary Shares have not been, and will not be, registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Ordinary Shares are being offered and sold outside the United States to non-US Persons in reliance on the exemption from the registration requirements of the US Securities Act provided by Regulation S thereunder. The Ordinary Shares may not be offered, sold, pledged or otherwise transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, any US Person. The Ordinary Shares have not been approved or disapproved by the US Securities and Exchange Commission, any states securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering or the issue of the Ordinary Shares or the accuracy or adequacy of the Prospectus. Any representation to the contrary is a criminal offence in the United States and the offer or re-sale of any of the Ordinary Shares in the United States may constitute a violation of US law.

The offer and sale of Ordinary Shares has not been and will not be registered under the applicable securities laws of Australia, Canada, the Republic of South Africa or Japan. Subject to certain exemptions, the Ordinary Shares may not be offered to or sold within Australia, Canada, the Republic of South Africa or Japan or to any national, resident or citizen of Australia, Canada, the Republic of South Africa or Japan.

Potential investors in any territory other than the United Kingdom should refer to the notices set out in the section entitled "Important Information" of this Securities Note.

The Company reserves the right to treat as invalid any agreement to subscribe for Ordinary Shares under the Initial Issue if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

## PART 2

### THE SHARE ISSUANCE PROGRAMME

#### **1 Details of the Share Issuance Programme**

The Company may (subject to the appropriate Shareholder authorities being in place) issue up to 150 million Ordinary Shares and/or C Shares pursuant to the Share Issuance Programme (including in relation to the Initial Issue) or otherwise, without first offering those Shares to existing Shareholders.

The Share Issuance Programme has been implemented to enable the Company to raise additional capital pursuant to the Initial Issue and subsequently following the Initial Issue in the period from 13 July 2021 to 16 June 2022. The net proceeds of the Share Issuance Programme will be used to make investments in accordance with the Company's investment objective and policy.

The number of Shares available under the Share Issuance Programme is intended to be flexible and should not be taken as an indication of the number of shares to be issued. The Company will make the decision on each individual occasion it wishes to issue Shares under the Share Issuance Programme as to whether the Company will issue Ordinary Shares or C Shares (in respect of the Initial Issue, Ordinary Shares are to be issued as described in Part 1 above). It will make this decision based on a combination of factors, and having taken into account the Portfolio Manager's opinion, including, amongst other things, the potential size of any issue relative to the Company's existing market capitalisation and gross assets, the potential level of demand for new shares amongst existing and potential investors, and the speed with which the Portfolio Manager estimates that it could invest any new proceeds raised.

Any issues of Shares will be notified by the Company through a Regulatory Information Service and the Company's website, prior to each Admission. The Share Issuance Programme has not been underwritten.

The Share Issuance Programme may have a number of closing dates in order to provide the Company with the ability to issue Shares over the duration of the Share Issuance Programme. Shares may be issued under the Share Issuance Programme, following the Initial Issue, from 8.00 a.m. on 13 July 2021 until 8.00 a.m. on 16 June 2022. Applications will be made to the FCA for all of the Shares to be issued pursuant to the Share Issuance Programme to be admitted to the premium segment of the Official List and to the London Stock Exchange for such Shares to be admitted to trading on the premium segment of the London Stock Exchange's main market. The issue of Shares pursuant to the Share Issuance Programme is at the discretion of the Directors.

In the event that there are any significant changes affecting any of the matters described in this Securities Note or where any significant new matters have arisen after the publication of this Securities Note and prior to Initial Admission or any Subsequent Admission of any Shares issued pursuant to the Share Issuance Programme, the Company will publish a Future Summary and/or a Future Securities Note and/or a Future Registration Document and/or a supplementary prospectus (as applicable). Any Future Summary, Future Securities Note, Future Registration Document or supplementary prospectus published will give details of the significant change(s) or the significant new matter(s).

#### **2 Conditions**

Each allotment and issue of Shares under the Share Issuance Programme (following completion of the Initial Issue) is conditional, *inter alia*, on:

- (i) the Share Issuance Programme Price being determined by the Directors as described below;
- (ii) Admission of the Shares being issued pursuant to such issue;
- (iii) the Share Issuance Agreement becoming otherwise unconditional in all respects in relation to such issue and not having been terminated on or before the date of such Admission;
- (iv) a valid Future Summary and/or Future Securities Note and/or Future Registration Document and/or supplementary prospectus being published by the Company if such is required by the Prospectus Rules; and
- (v) the Company having in place appropriate Shareholder authorities to issue such Shares.

In circumstances where these conditions are not fully met, the relevant Subsequent Issue of Shares pursuant to the Share Issuance Programme will not take place.

### **3 Share Issuance Programme Price**

The Share Issuance Programme Price will be determined by the Company and, in the case of Ordinary Shares, will be not less than the prevailing Net Asset Value, in Sterling, per Ordinary Share at the time of issue plus a premium to cover the costs and expenses of such issue (in respect of the Initial Issue, the Issue Price is described in Part 1 above). In the case of C Shares, the Share Issuance Programme Price will be £1.00 per C Share.

The Directors will determine the Share Issuance Programme Price on the basis described above so as to cover the costs and expenses of each issue of Shares under the Share Issuance Programme (including, without limitation, any placing commissions) and to thereby avoid any dilution of the Net Asset Value of the existing Shares. In determining the Share Issuance Programme Price, the Directors will also take into consideration, *inter alia*, the prevailing market conditions at that time. The costs and expenses of any issue of C Shares pursuant to the Share Issuance Programme will be borne by the holders of C Shares only.

The Share Issuance Programme Price will be announced through a Regulatory Information Service as soon as is practicable in conjunction with each Subsequent Issue.

### **4 Dilution**

Shareholders who choose not to, or who are unable to, participate in the Initial Issue or in any Subsequent Issue under the Share Issuance Programme for an amount at least *pro rata* to their existing holding will have their percentage holding diluted following Initial Admission or the relevant Subsequent Admission, as applicable.

If the maximum of 150 million Shares are issued pursuant to the Share Issuance Programme (including in the Initial Issue):

- Qualifying Shareholders who take up their full Open Offer Entitlement under the Initial Issue (excluding any Ordinary Shares acquired through the Excess Application Facility) will suffer a maximum dilution of approximately 41.5 per cent. to their ownership and voting interests in the Company by virtue of the issue of new Shares pursuant to the Initial Issue and the Share Issuance Programme; and
- Qualifying Shareholders who do not take up any of their Open Offer Entitlement under the Initial Issue or otherwise participate in the Initial Issue and Shareholders who are not eligible to participate in the Open Offer or participate in the Initial Issue will suffer a maximum dilution of approximately 51.6 per cent. to their ownership and voting interests in the Company by virtue of the issue of new Shares pursuant to the Initial Issue and the Share Issuance Programme,

assuming in each case that such Shareholders choose not to, or are unable to, participate in any Subsequent Issues under the Share Issuance Programme.

However, it is not anticipated that there will be any dilution in the NAV per Ordinary Share as a result of the Initial Issue or any Subsequent Issue under the Share Issuance Programme.

### **5 The Share Issuance Agreement**

Any of the Banks is entitled to terminate the Share Issuance Agreement at any time prior to Initial Admission or any Subsequent Admission in certain circumstances. If this right is exercised, the Share Issuance Programme and these arrangements will lapse and any monies received in respect of the Share Issuance Programme in relation to the Initial Issue or relevant Subsequent Issue (as applicable) which has not proceeded will be returned to applicants without interest within 14 days at the applicant's risk.

The Share Issuance Agreement provides for the Joint Bookrunners to be paid a commission by the Company in respect of any Shares issued pursuant to any Subsequent Issues and Peel Hunt and Nplus1 Singer Advisory LLP may be entitled to further fees in respect of any subsequent issues. Any Shares subscribed for by a Bank may be retained or dealt in by it for its own benefit.

Under the Share Issuance Agreement, the Banks are entitled at their discretion and out of their own resources at any time to rebate to some or all investors, or to other parties, part or all of their fees relating to the Initial Issue and/or a Subsequent Issue. The Banks are also entitled under the Share Issuance Agreement to retain agents and may pay commission in respect of the Initial Issue and/or a Subsequent Issue to any or all of those agents out of their own resources.

Further details of the terms of the Share Issuance Agreement are set out in paragraph 6.1 of Part 5 of the Registration Document.

## **6 Scaling back**

In the event of oversubscription of a Subsequent Issue, applications under the Subsequent Issue will be scaled back at the Company's discretion (in consultation with the Joint Bookrunners and the Portfolio Manager). Monies received in respect of unsuccessful applications (or to the extent scaled back) will be returned without interest at the risk of the applicant to the applicant from whom the money was received.

## **7 Costs of the Share Issuance Programme**

The costs and expenses of each issue of Shares pursuant to a Subsequent Issue under the Share Issuance Programme will depend on subscriptions received. The costs and expenses of a Subsequent Issue are not expected to exceed 2 per cent. of the proceeds of a Subsequent Issue. The costs of any issue of Ordinary Shares are expected to be covered by issuing such Ordinary Shares at a premium to the prevailing Net Asset Value per Ordinary Share at the time of issue. The costs and expenses of any issue of C Shares under the Share Issuance Programme will be paid out of the gross proceeds of such issue and will be borne by holders of C Shares only.

## **8 General**

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK, the Company and its agents (and their agents) or the Portfolio Manager may require evidence in connection with any application for Shares, including further identification of the applicant(s), before any Shares are issued.

Any Shares issued pursuant to the Share Issuance Programme will be issued fully paid and rank *pari passu* with the Shares then in issue (save for any dividends or other distributions declared, made or paid on the Shares by reference to a record date prior to the allotment of the relevant Shares).

## **9 Clearing and settlement**

Shares will be issued in registered form and may be held in either certificated or uncertificated form. In the case of Shares to be issued in uncertificated form pursuant to the Share Issuance Programme, these will be transferred to successful applicants through the CREST system. Dealings in the new Shares in advance of the crediting of the relevant stock account shall be at the risk of the person concerned.

The Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Shares, nor does it guarantee the price at which a market will be made in the Shares. Accordingly, the dealing price of the Shares may not necessarily reflect changes in the underlying Net Asset Value per Share.

The ISIN of the Ordinary Shares is GB00BG12XV81 and the SEDOL code is BG12XV8.

The ISIN of the C Shares is GB00BK5XW633 and the SEDOL code is BK5XW63.

## **10 CREST**

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. The Articles permit the holding of Shares under the CREST system. Settlement of transactions in the Shares following the relevant Admission may take place within the CREST system if any Shareholder so wishes.

## **11 Reasons for the Share Issuance Programme and use of proceeds**

The Board, as advised by the Portfolio Manager, believes that there continue to be attractive opportunities for the Company to deliver returns for Shareholders through investment in a portfolio of fintech businesses in the UK and wider Europe and to generate capital growth over the long term for Shareholders.

The Directors intend to use the net proceeds of any Subsequent Issue under the Share Issuance Programme to acquire investments in accordance with the Company's investment objective and investment policy, in particular including those investments that form part of the identified pipeline.

## **12 Material interests**

There are no interests that are material to the Share Issuance Programme and no conflicting interests.

## **13 Profile of typical investor**

Typical investors in the Company are expected to be institutional investors, professionally advised retail investors and non-advised retail investors with at least basic market knowledge and experience, seeking access to a portfolio of fintech businesses based predominantly in the UK and wider Europe.

An investment in the Company is only suitable for persons capable of evaluating the risks and merits of such an investment and who have sufficient resources to bear any loss which may result from the investment (which may equal the whole amount invested).

Potential investors should consider with care whether an investment in the Company is suitable for them in the light of their personal circumstances and the financial resources available to them. Private investors in the UK who are unsure whether to invest should consider consulting a financial adviser authorised under the Financial Services and Markets Act 2000 to assess whether an investment in the Company is suitable.

## **14 Overseas Persons**

The attention of potential investors who are not resident in, or who are not citizens of, the UK is drawn to the paragraphs below.

The offer of Shares under the Share Issuance Programme to Overseas Persons may be affected by the laws of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to obtain Shares under the Share Issuance Programme. It is the responsibility of all Overseas Persons receiving this Securities Note and/or wishing to subscribe for Shares under the Share Issuance Programme to satisfy themselves as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

No person receiving a copy of this Securities Note in any territory other than the UK may treat the same as constituting an offer or invitation to him/her, unless in the relevant territory such an offer can lawfully be made to him/her without compliance with any further registration or other legal requirements.

The Company has not, and will not be, registered under the US Investment Company Act and the offer, issue and sale of the Shares have not been, and will not be, registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Shares are being offered and sold outside the United States to non-US Persons in reliance on the exemption from the registration requirements of the US Securities Act provided by Regulation S thereunder. The Shares may not be offered, sold, pledged or otherwise transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, any US Person. The Shares have not been approved or disapproved by the US Securities and Exchange Commission, any states securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering or the issue of the Shares or the accuracy or adequacy of the Prospectus. Any representation to the contrary is a criminal offence in the United States and the offer or resale of any of the Shares in the United States may constitute a violation of US law.

The offer and sale of Shares has not been and will not be registered under the applicable securities laws of Australia, Canada, the Republic of South Africa or Japan. Subject to certain exemptions, the Shares may not be offered to or sold within Australia, Canada, the Republic of South Africa or Japan or to any national, resident or citizen of Australia, Canada, the Republic of South Africa or Japan.

Potential investors in any territory other than the United Kingdom should refer to the notices set out in the section entitled "Important Information" of this Securities Note.

The Company reserves the right to treat as invalid any agreement to subscribe for Shares under the Share Issuance Programme if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

## PART 3

### TERMS AND CONDITIONS OF APPLICATION UNDER THE INITIAL PLACING AND ANY SUBSEQUENT PLACING UNDER THE SHARE ISSUANCE PROGRAMME

#### 1 Introduction

- 1.1 Each placee which confirms its agreement to the Company and/or Peel Hunt and/or N+1 Singer to subscribe for Ordinary Shares under the Initial Placing and/or to subscribe for Shares under a Subsequent Placing will be bound by these terms and conditions and will be deemed to have accepted them.
- 1.2 Participation in the Initial Placing and/or any Subsequent Placing is only available to persons who are invited to participate by Peel Hunt and/or N+1 Singer. These terms and conditions apply to persons making an offer to subscribe for Ordinary Shares under the Initial Placing and/or to subscribe for Shares under a Subsequent Placing. A placee hereby agrees with Peel Hunt, N+1 Singer and the Company to be bound by these terms and conditions as being the terms and conditions upon which the Ordinary Shares will be sold under the Initial Placing and Shares will be sold under a Subsequent Placing (as applicable). A placee shall, without limitation, become so bound if a Peel Hunt and/or N+1 Singer confirms its allocation of Ordinary Shares under the Initial Placing or Shares under a Subsequent Placing to such placee.
- 1.3 Upon being notified of its allocation of Ordinary Shares under the Initial Placing or Shares under a Subsequent Placing, a placee shall, subject to the provisions of paragraph 7 of this Part 3, be contractually committed to acquire the number of Ordinary Shares and/or C Shares, as the case may be allocated to them at the Issue Price or the relevant Share Issuance Programme Price and to the fullest extent permitted by law, will be deemed to have agreed not to exercise any rights to rescind or terminate or otherwise withdraw from such commitments. Dealing may not begin before any notification is made.
- 1.4 The Company and/or Peel Hunt and/or N+1 Singer may require any placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it/they (in its/their absolute discretion) see(s) fit and/or may require any placee to execute a separate placing letter (a **"Placing Letter"**). The terms of this Part 3 will, where applicable, be deemed to be incorporated into any such Placing Letters.
- 1.5 The commitment to acquire Ordinary Shares under the Initial Placing and/or Shares under a Subsequent Placing may be agreed orally with Peel Hunt and/or N+1 Singer as agent for the Company and further evidenced in a contract note (**"Contract Note"**) or placing confirmation (**"Placing Confirmation"**) or subscription letter.

#### 2 Agreement to subscribe for Shares and conditions

- 2.1 A placee agrees to become a member of the Company and agrees to subscribe for those Shares allocated to it at the Issue Price or the relevant Share Issuance Programme Price, as applicable, conditional on:
  - 2.1.1 (in respect of the Initial Placing) the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 8 July 2021;
  - 2.1.2 the Share Issuance Agreement becoming unconditional in respect of the relevant Placing or relevant Subsequent Placing (save for any condition relating to the relevant Admission) and not having been terminated on or before the date of Admission of the relevant Shares being issued;
  - 2.1.3 (in respect of the Initial Placing) Admission of the Ordinary Shares occurring and becoming effective by 8.00 a.m. on or prior to 13 July 2021 (or such later time and/or date as the Company and the Banks may agree and, in any event, not later than 8.00 a.m. on 13 August 2021) and (in respect of a Subsequent Placing) any Admission of Shares occurring not later than 8.00 a.m. on such other dates as may be agreed between the Company and the Banks prior to the closing of each Subsequent Placing, not being later than 16 June 2022;

- 2.1.4 in respect of any Subsequent Placing, the relevant Share Issuance Programme Price being determined by the Directors;
- 2.1.5 a valid Future Summary and/or Future Securities Note and/or Future Registration Document and/or supplementary prospectus being published by the Company if such is required by the Prospectus Regulation Rules; and
- 2.1.6 the Company having sufficient Shareholder authorities in place to issue such Shares.

2.2 To the fullest extent permitted by law, each placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the placee may have.

### **3 Payment for Shares**

- 3.1 Each placee must pay the Issue Price or relevant Share Issuance Programme Price for the Shares issued to the placee, as applicable, in the manner and by the time directed by Peel Hunt and/or N+1 Singer. If any placee fails to pay as so directed and/or by the time required, the relevant placee's application for Shares may, at the discretion of Peel Hunt and/or N+1 Singer, either be rejected or accepted and, in the latter case, paragraph 3.2 of these terms and conditions shall apply.
- 3.2 Each placee is deemed to agree that if it does not comply with its obligation to pay the Issue Price or relevant Share Issuance Programme Price, as applicable, for the Shares allocated to it in accordance with paragraph 3.1 of these terms and conditions and Peel Hunt and/or N+1 Singer elects to accept that placee's application, Peel Hunt and/or N+1 Singer may sell all or any of the Shares allocated to the placee on such placee's behalf and retain from the proceeds, for Peel Hunt's and/or N+1 Singer's own account and profit, an amount equal to the aggregate amount owed by the placee plus any interest due. The placee will, however, remain liable for any shortfall below the aggregate amount owed by such placee and it may be required to bear any tax or other charges (together with any interest or penalties) which may arise upon the sale of such Shares on such placee's behalf.

### **4 Representations and warranties**

By agreeing to subscribe for Shares, each placee which enters into a commitment to subscribe for Shares will (for itself and any person(s) procured by it to subscribe for Shares and any nominee(s) for any such person(s)) be deemed to represent, warrant and acknowledge to each of the Company, the Portfolio Manager, the Registrar, Peel Hunt, N+1 Singer and NPlus1 Singer Advisory LLP that:

- 4.1 in agreeing to subscribe for Ordinary Shares under the Initial Placing and/or Shares under a Subsequent Placing, it is relying solely on the Prospectus and any supplementary prospectus issued by the Company and not on any other information given, or representation or statement made at any time, by any person concerning the Company, the Initial Placing and/or a Subsequent Placing, including, without limitation, the key information document. It agrees that none of the Company, the Portfolio Manager, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP or the Registrar, nor any of their respective officers, agents or employees, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;
- 4.2 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Ordinary Shares under the Initial Placing and/or Shares under a Subsequent Placing, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any such territory or jurisdiction and that it has not taken any action or omitted to take any action which will result in the Company, the Portfolio Manager, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP or the Registrar or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Initial Placing and/or a Subsequent Placing;
- 4.3 it has carefully read and understands the Prospectus (and any supplementary prospectus issued by the Company) in its entirety and acknowledges that it is acquiring Shares on the terms and subject to the conditions set out in this Part 3 and, as applicable in the Contract Note, Placing Confirmation or

Placing Letter, and the Articles as in force at the date of Admission of the relevant Shares and agrees that in accepting a participation in the Initial Placing and/or any Subsequent Placing it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for the Share;

- 4.4 it has not relied on Peel Hunt or N+1 Singer or Nplus1 Singer Advisory LLP or any person affiliated with Peel Hunt or N+1 Singer or Nplus1 Singer Advisory LLP in connection with any investigation of the accuracy of any information contained in the Prospectus (and/or any supplementary prospectus issued by the Company) and it has relied on its own investigation with respect to the Shares in connection with its investment decision;
- 4.5 the content of the Prospectus (and any supplementary prospectus issued by the Company) is exclusively the responsibility of the Company and its Directors and, to the extent stated in paragraph 8.3 of Part 5 of the Registration Document, the Portfolio Manager, and none of Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP nor any person acting on behalf of any or all of them nor any of their respective affiliates are responsible for or shall have any liability for any information, representation or statement contained in the Prospectus (or any supplementary prospectus issued by the Company) or any information published by or on behalf of the Company and will not be liable for any decision by a placee to participate in the Initial Placing and/or a Subsequent Placing based on any information, representation or statement contained in the Prospectus or any supplementary prospectus issued by the Company or otherwise;
- 4.6 it acknowledges that no person is authorised in connection with the Initial Placing and/or any Subsequent Placing to give any information or make any representation other than as contained in the Prospectus (and any supplementary prospectus issued by the Company) and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the Portfolio Manager, Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP;
- 4.7 it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 of the Finance Act 1986 (depositary receipts and clearance services);
- 4.8 it accepts that none of the Shares has been or will be registered under the laws of any Restricted Jurisdiction. Accordingly, the Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Restricted Jurisdiction unless an exemption from any registration requirement is available;
- 4.9 it: (i) is entitled to subscribe for the Shares under the laws of all relevant jurisdictions; (ii) has fully observed the laws of all relevant jurisdictions; (iii) has the requisite capacity and authority and is entitled to enter into and perform its obligations as a subscriber for Shares and will honour such obligations; and (iv) has obtained all necessary consents and authorities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto;
- 4.10 if it is within the United Kingdom, it is a person who falls within Articles 49(2)(a) to (d) or 19(5) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 or it is a person to whom the Shares may otherwise lawfully be offered under such Order, and is a person who is a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the FCA's Conduct of Business Sourcebook or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, it is a person to whom the Shares may be lawfully offered under that other jurisdiction's laws and regulations;
- 4.11 if it is a resident in the EEA: (a) it is a qualified investor within the meaning of Article 2(e) of the EU Prospectus Regulation; and (b) if that relevant Member State has implemented the AIFMD, that it is a person to whom the Shares may lawfully be marketed under the AIFMD or under the applicable implementing legislation (if any) of that relevant Member State;
- 4.12 in the case of any Shares acquired by a placee as a financial intermediary within the EEA as that term is used in Article 5(1) of the EU Prospectus Regulation: (a) the Shares acquired by it in the Initial Placing and/or any Subsequent Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any relevant Member State other than qualified investors, as that term is defined in the EU Prospectus Regulation, or in circumstances in which the prior consent of Peel Hunt and/or N+1 Singer has been given to the offer or resale; or (b) where Shares have been acquired by it on behalf of persons in any relevant Member State other than qualified

investors, the offer of those Shares to it is not treated under the EU Prospectus Regulation as having been made to such persons;

- 4.13 if it is outside the United Kingdom, neither the Prospectus nor any other offering, marketing or other material in connection with the Initial Placing and/or a Subsequent Placing constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Ordinary Shares pursuant to the Initial Placing and/or for Shares pursuant to a Subsequent Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or material could lawfully be provided to it or such person and Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;
- 4.14 it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Shares and it is not acting on a non-discretionary basis for any such person;
- 4.15 if the placee is a natural person, such placee is not under the age of majority (18 years of age in the United Kingdom) on the date of such placee's agreement to subscribe for Ordinary Shares under the Initial Placing and/or Shares under a Subsequent Placing and will not be any such person on the date any such agreement to subscribe under the Initial Placing or a Subsequent Placing is accepted;
- 4.16 it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted the Prospectus or any other offering materials concerning the Initial Placing and/or a Subsequent Placing or the Shares to any persons within the United States or to any US Persons, nor will it do any of the foregoing;
- 4.17 it acknowledges that none of Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP nor any of their respective affiliates, nor any person acting on behalf of any of them is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Initial Placing and/or a Subsequent Placing or providing any advice in relation to the Initial Placing and/or a Subsequent Placing and that participation in the Initial Placing and/or a Subsequent Placing is on the basis that it is not and will not be a client of Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP and that none of Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP has any duties or responsibilities to it for providing the protections afforded to their respective clients or for providing advice in relation to the Initial Placing and/or a Subsequent Placing nor in respect of any representations, warranties, undertakings or indemnities otherwise required to be given by it in connection with its application under the Initial Placing and/or a Subsequent Placing nor, if applicable, in respect of any representations, warranties, undertakings or indemnities contained in any Placing Letter;
- 4.18 it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person and acknowledges and agrees that no documents are being issued by any of Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP in its capacity as an authorised person under section 21 of FSMA and such documents may not therefore be subject to the controls which would apply if they were made or approved as a financial promotion by an authorised person;
- 4.19 it is aware of and acknowledges that it is required to comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Shares in, from or otherwise involving, the United Kingdom;
- 4.20 it acknowledges that no action has been taken or will be taken in any jurisdiction other than the United Kingdom that would permit a public offering of the Shares or possession of the Prospectus (and any supplementary prospectus issued by the Company) in any country or jurisdiction where action for that purpose is required;
- 4.21 it acknowledges that, save in the event of fraud on the part of Peel Hunt or N+1 Singer or Nplus1 Singer Advisory LLP or any person acting on the behalf of any of Peel Hunt or N+1 Singer or Nplus1 Singer Advisory LLP, as the case may be, none of Peel Hunt or N+1 Singer or Nplus1 Singer Advisory LLP or any person acting on the behalf of any of Peel Hunt or N+1 Singer or Nplus1 Singer Advisory LLP, their respective ultimate holding companies nor any direct or indirect subsidiary undertakings of such holding companies, nor any of their respective directors, members, partners, officers and

employees, shall be responsible or liable to a placee or any of its clients for any matter arising out of its role as joint bookrunner or joint sponsor or otherwise in connection with the Initial Placing or any Subsequent Placing and that where any such responsibility or liability nevertheless arises as a matter of law the placee and, if relevant, its clients, will immediately waive any claim against any of such persons which the placee or any of its clients may have in respect thereof;

4.22 it acknowledges that where it is subscribing for Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (a) to subscribe for the Shares for each such account; (b) to make on each such account's behalf the representations, warranties and agreements set out in this Securities Note; and (c) to receive on behalf of each such account any documentation relating to the Initial Placing and/or a Subsequent Placing in the form provided by the Company and/or Peel Hunt and/or N+1 Singer. It agrees that the provisions of this paragraph shall survive any resale of the Shares by or on behalf of any such account;

4.23 if it is acting as a "distributor" (for the purposes of the MiFID II Product Governance Requirements):

- 4.23.1 it acknowledges that the Target Market Assessment undertaken by the Portfolio Manager, Peel Hunt and Nplus1 Singer Advisory LLP does not constitute: (a) an assessment of suitability or appropriateness for the purposes of UK MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares and each distributor is responsible for undertaking its own target market assessment in respect of the Shares and determining appropriate distribution channels;
- 4.23.2 notwithstanding any Target Market Assessment undertaken by the Portfolio Manager, Peel Hunt and Nplus1 Singer Advisory LLP, it confirms that it has satisfied itself as to the appropriate knowledge, experience, financial situation, risk tolerance and objectives and needs of the investors to whom it plans to distribute the Shares and that it has considered the compatibility of the risk/reward profile of such Shares with the end target market;
- 4.23.3 it acknowledges that the price of the Shares may decline and investors could lose all or part of their investment; the Shares offer no guaranteed income and no capital protection; and an investment in the Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom; and
- 4.23.4 it agrees that if so required by Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP or the Portfolio Manager, it shall provide aggregate summary information on sales of the Shares as contemplated under rule 3.3.30(R) of the PROD Sourcebook and information on the reviews carried out under rules 3.3.26(R) to 3.3.28(R) of the PROD Sourcebook;

4.24 it irrevocably appoints any director of the Company and any director of Peel Hunt or N+1 Singer to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Shares for which it has given a commitment under the Initial Placing and/or a Subsequent Placing, in the event of its own failure to do so;

4.25 it accepts that if the Initial Placing and/or a Subsequent Placing does not proceed or the conditions to the Share Issuance Agreement are not satisfied or the Shares for which valid applications are received and accepted are not admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market for any reason whatsoever then none of Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP nor the Company, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;

4.26 in connection with its participation in the Initial Placing and/or any Subsequent Placing it has observed all relevant legislation and regulations and in particular it has complied and will comply with all applicable provisions of the Criminal Justice Act 1993 and of the UK Market Abuse Regulation with respect to anything done by it in relation to the Initial Placing and/or any Subsequent Placing and/or the Shares;

4.27 it acknowledges that Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Company are entitled to exercise any of their rights under the Share Issuance Agreement or any other right in their absolute discretion without any liability whatsoever to it;

4.28 the representations, undertakings and warranties contained in the Prospectus are irrevocable. It acknowledges that Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Company and their respective affiliates will rely upon the truth and accuracy of the foregoing representations and warranties and it agrees that if any of the representations or warranties made or deemed to have been made by its subscription of the Shares are no longer accurate, it shall promptly notify Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Company;

4.29 where it or any person acting on behalf of it is dealing with Peel Hunt or N+1 Singer, any money held in an account with Peel Hunt or N+1 Singer on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the FCA which therefore will not require Peel Hunt or N+1 Singer to segregate such money, as that money will be held by Peel Hunt or N+1 Singer under a banking relationship and not as trustee;

4.30 any of its clients, whether or not identified to Peel Hunt or N+1 Singer or Nplus1 Singer Advisory LLP, will remain its sole responsibility and will not become clients of Peel Hunt or N+1 Singer or Nplus1 Singer Advisory LLP for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;

4.31 it authorises Peel Hunt or N+1 Singer to deduct from the total amount subscribed under the Initial Placing and/or any Subsequent Placing the aggregate commission (if any) payable on the number of Ordinary Shares allocated under the Initial Placing or the number of Shares allocated under the relevant Subsequent Placing;

4.32 the commitment to subscribe for Ordinary Shares under the Initial Placing and/or Shares under a Subsequent Placing on the terms set out in these terms and conditions will continue notwithstanding any amendment that may in the future be made to the terms of the Initial Placing and/or the relevant Subsequent Placing, as the case may be and that it will have no right to be consulted or require that its consent be obtained with respect to the Company's conduct of the Initial Placing and/or a Subsequent Placing;

4.33 it accepts that the allocation of Shares shall be determined by the Company in its absolute discretion (in consultation with the Joint Bookrunners and the Portfolio Manager) and that the Company may scale down any commitments for this purpose on such basis as it may determine;

4.34 time shall be of the essence as regards its obligations to settle payment for the Shares and to comply with its other obligations under the Initial Placing and/or a Subsequent Placing;

4.35 its commitment to acquire Ordinary Shares under the Initial Placing and/or Shares under any Subsequent Placing may be agreed orally with Peel Hunt or N+1 Singer as agent for the Company and that a Contract Note or Placing Confirmation will be issued by Peel Hunt or N+1 Singer as soon as possible thereafter. That oral confirmation will constitute an irrevocable, legally binding commitment upon that person (who at that point will become a placee) in favour of the Company and either Peel Hunt or N+1 Singer to subscribe for the number of Shares allocated to it at the Issue Price or the relevant Share Issuance Programme Price (as applicable) on the terms and conditions set out in this Part 3 and, as applicable, in the Contract Note or Placing Confirmation and in accordance with the Articles in force as at the date of Initial Admission or the relevant Subsequent Admission (as applicable). Except with the consent of Peel Hunt or N+1 Singer, such oral commitment will not be capable of variation or revocation after the time at which it is made;

4.36 its allocation of Ordinary Shares under the Initial Placing and of Shares under any Subsequent Placing will, in each case, be evidenced by the Contract Note or Placing Confirmation or the Placing Letter, as applicable, confirming: (i) the number of Shares that such placee has agreed to subscribe for; (ii) the aggregate amount that such placee will be required to pay for such Shares; and (iii) settlement instructions to pay Peel Hunt or N+1 Singer as agent for the Company. The terms of this Part 3 will be deemed to be incorporated into that Contract Note or Placing Confirmation or Placing Letter;

4.37 settlement of transactions in the Ordinary Shares following Initial Admission and/or in the Shares following any Subsequent Admission will take place in CREST but Peel Hunt and/or N+1 Singer reserves the right in its absolute discretion to require settlement in certificated form if, in its opinion, delivery or settlement is not possible or practicable within the CREST system within the timescales previously notified to the placee (whether orally, in the Contract Note or Placing Confirmation or otherwise) or would not be consistent with the regulatory requirements in any placee's jurisdiction;

4.38 it represents, acknowledges and agrees to the representations, warranties and agreements set out under the heading "United States purchase and transfer restrictions" in paragraph 7 below;

The Company, the Portfolio Manager, the Registrar, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and their respective directors, officers, agents, employees, members, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

If any of the representations, warranties, acknowledgments or agreements made by the placee are no longer accurate or have not been complied with, the placee will immediately notify the Company, Peel Hunt, N+1 Singer and/or Nplus1 Singer Advisory LLP.

The Company reserves the right to reject all or part of any offer to purchase Shares for any reason. The Company also reserves the right to sell fewer than all of the Shares offered by the Prospectus or to sell to any purchaser less than all of the Ordinary Shares a purchaser has offered to purchase.

## 5 Money Laundering

Each placee:

- 5.1 represents and warrants that it has complied with and will at all times comply with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("**Money Laundering Regulations**") and any other applicable law concerning the prevention of money laundering and, if it is making payment on behalf of a third party, that: (i) satisfactory evidence has been obtained and recorded by it to verify the identity of the third party; and (ii) arrangements have been entered into with the third party to obtain from the third party copies of any identification and verification data immediately on request as required by the Money Laundering Regulations and, in each case, agrees that pending satisfaction of such obligations, definitive certificates (or allocation under the CREST system) in respect of the Shares comprising the placee's allocation may be retained at Peel Hunt's or N+1 Singer's discretion; and
- 5.2 acknowledges and agrees that, due to anti-money laundering and the countering of terrorist financing requirements, Peel Hunt and/or N+1 Singer and/or the Company may require proof of identity and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the applicant to produce any information required for verification purposes, Peel Hunt and/or N+1 Singer and/or the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will indemnify Peel Hunt, N+1 Singer and the Company against any liability, loss or cost ensuing due to the failure to process such application, if such information as has been required has not been provided by it or has not been provided on a timely basis.

## 6 Data Protection

- 6.1 Each placee acknowledges that it has been informed that, pursuant to the EU General Data Protection Regulation 2016/679 ("**EU GDPR**") and/or the EU GDPR as it forms part of the domestic law of the United Kingdom by virtue of the EUWA ("**UK GDPR**") and the UK Data Protection Act 2018 (as amended from time to time) (together, the "**DP Legislation**") the Company and/or the Registrar may hold personal data (as defined in the DP Legislation) relating to past and present Shareholders. Personal data may be retained on record for a period exceeding six years after it is no longer used (subject to any limitations on retention periods set out in applicable law). The Registrar will process such personal data at all times in compliance with DP Legislation and shall only process for the purposes set out in the Company's privacy notice, which is available for review on the Company's website <https://augmentum.vc> (the "**Privacy Notice**"), including for the purposes set out below (collectively, the "**Purposes**"), being to:
  - 6.1.1 process its personal data to the extent and in such manner as is necessary for the performance of its obligations under its service contract, including as required by or in connection with its holding of Shares, including processing personal data in connection with credit and money laundering checks on it;
  - 6.1.2 communicate with it as necessary in connection with its affairs and generally in connection with its holding of Shares;

- 6.1.3 to comply with the legal and regulatory obligations of the Company and/or the Registrar; and
- 6.1.4 process its personal data for the Registrar's internal administration.

6.2 In order to meet the Purposes, it will be necessary for the Company and the Registrar to provide personal data to:

- 6.2.1 third parties located either within, or outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared), if necessary for the Registrar to perform its functions, or when it is necessary for its legitimate interests, and in particular in connection with the holding of Shares; or
- 6.2.2 its affiliates, the Company or the Portfolio Manager and their respective associates, some of which may be located outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared).

6.3 Any sharing of personal data by the Company or the Registrar with other parties will be carried out in accordance with the DP Legislation and as set out in the Company's Privacy Notice.

6.4 By becoming registered as a holder of Shares a person becomes a data subject (as defined in the DP Legislation). In providing the Registrar with information, each placee hereby represents and warrants to the Registrar that it has (i) notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Company's Privacy Notice and any other data protection notice which has been provided by the Company and/or the Registrar; and (ii) where consent is legally required under applicable DP Legislation, it has obtained the consent of any data subject to the Registrar and its associates holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out above in this paragraph 6).

6.5 Each placee acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the placee is a natural person he or she has read and understood the terms of the Company's privacy notice which is available for review on the Company's website [www.augmentumfintech.com](http://www.augmentumfintech.com) ("Privacy Notice").

6.6 Each placee acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the placee is not a natural person it represents and warrants that:

- 6.6.1 it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the placee may act or whose personal data will be disclosed to the Company as a result of the placee agreeing to subscribe for Shares; and
- 6.6.2 the placee has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.

6.7 Where the placee acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, the placee shall, in respect of the personal data it processes in relation to or arising in relation to the Initial Placing and/or any Subsequent Placing:

- 6.7.1 comply with all applicable data protection legislation;
- 6.7.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
- 6.7.3 if required, agree with the Company and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
- 6.7.4 immediately on demand, fully indemnify each of the Company and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company and/or the Registrar in connection with any failure by the placee to comply with the provisions set out above.

## 7 United States purchase and transfer restrictions

7.1 By participating in the Initial Placing and/or a Subsequent Placing, each placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for Shares and any nominee(s) for any such person(s)) be deemed to represent and warrant to each of the Company, the Portfolio Manager, the Registrar, Peel Hunt, N+1 Singer and Nplus1 Singer Advisory LLP that:

- 7.1.1 it is not a US Person and it is acquiring the Shares in an offshore transaction meeting the requirements of Regulation S and it is not acquiring the Shares for the account or benefit of a US Person;
- 7.1.2 it acknowledges that the Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, US Persons absent registration or an exemption from registration under the US Securities Act;
- 7.1.3 it acknowledges that the Company has not registered under the US Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the US Investment Company Act;
- 7.1.4 unless the Company expressly consents otherwise in writing, no portion of the assets used to purchase, and no portion of the assets used to hold, the Shares or any beneficial interest therein constitutes or will constitute the assets of (i) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the US Tax Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (iii) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the US Tax Code. In addition, if a placee is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, its purchase, holding, and disposition of the Shares must not constitute or result in a non-exempt violation of any such substantially similar law;
- 7.1.5 if in the future it decides to offer, resell, pledge or otherwise transfer any Shares, it may do so only in compliance with an exemption from the registration requirements of the US Securities Act and under circumstances which will not require the Company to register under the US Investment Company Act;
- 7.1.6 if any Shares offered and sold pursuant to Regulation S are issued to it in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect, unless otherwise determined by the Company in accordance with applicable law:

**"AUGMENTUM FINTECH PLC (THE "COMPANY") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US INVESTMENT COMPANY ACT OF 1940, AS AMENDED. IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED, OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.";**

- 7.1.7 if in the future the placee decides to offer, sell, transfer, assign or otherwise dispose of its Shares, it will do so only in compliance with an exemption from the registration requirements of the US Securities Act and under circumstances which will not require the Company to register under the US Investment Company Act. It acknowledges that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles;
- 7.1.8 it is purchasing the Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;
- 7.1.9 it acknowledges that the Company reserves the right to make inquiries of any holder of the Shares or interests therein at any time as to such person's status under US federal securities

laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under US securities laws to transfer such Shares or interests in accordance with the Articles;

7.1.10 it acknowledges and understands that the Company is required to comply with UK law and regulation implementing various intergovernmental agreements relating to the automatic exchange of information for international tax compliance (“**Exchange of Information Requirements**”) such as FATCA. It agrees to furnish any information and documents, which the Company may from time to time request for the purpose of compliance with the Exchange of Information Requirements, including but not limited to information required under FATCA, and it further consents to allowing and authorising the Company to disclose and supply any information, forms or documentation to HMRC (who may, if required, in turn pass it on to the tax authorities of any other relevant jurisdiction) and, to the extent relevant it shall procure that the beneficial owner of the Shares provides such consent and authorisation to the Company in respect of any such information forms or documents relating to it;

7.1.11 it is entitled to acquire the Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the Portfolio Manager, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the Initial Placing or any Subsequent Placing or its acceptance of participation in the Initial Placing or any Subsequent Placing;

7.1.12 it has received, carefully read and understands the Prospectus and any supplementary prospectus issued by the Company, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted the Prospectus or any other presentation or offering materials concerning the Shares to within the United States or to any US Persons, nor will it do any of the foregoing; and

7.1.13 if it is acquiring any Shares as a fiduciary or agent for one or more accounts, the placee has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account.

7.2 The Company, the Portfolio Manager, the Registrar, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and their respective directors, officers, agents, employees, members, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, undertakings and acknowledgements. Each placee agrees to indemnify and hold each of the Company, the Portfolio Manager, the Registrar, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of any breach of the representations, warranties, undertakings, agreements and acknowledgements in this Part 3.

7.3 If any of the representations, warranties, acknowledgments or agreements made by the placee are no longer accurate or have not been complied with, the placee will immediately notify the Company, Peel Hunt, N+1 and Nplus1 Singer Advisory LLP.

## **8 Supply and disclosure of information**

If Peel Hunt, N+1 Singer, the Registrar or the Company or any of their agents request any information about a placee's agreement to subscribe for Ordinary Shares under the Initial Placing and/or Shares under a Subsequent Placing, such placee must promptly disclose it to them.

## **9 Miscellaneous**

9.1 The rights and remedies of the Company, the Portfolio Manager, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Registrar under these terms and conditions are in addition to any rights and

remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

- 9.2 On application, if a placee is a discretionary fund manager, that placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Initial Placing and/or a Subsequent Placing will be sent at the placee's risk. They may be returned by post to such placee at the address notified by such placee.
- 9.3 Each placee agrees to be bound by the Articles once the Ordinary Shares, which the placee has agreed to subscribe for pursuant to the Initial Placing and/or the Shares which the placee has agreed to subscribe for pursuant to a Subsequent Placing, have been acquired by the placee. The contract to subscribe for Ordinary Shares under the Initial Placing and/or Shares under a Subsequent Placing and the appointments and authorities mentioned in the Prospectus and all disputes and claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of the Company, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Registrar, each placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against the placee in any other jurisdiction.
- 9.4 In the case of a joint agreement to subscribe for Ordinary Shares under the Initial Placing and/or Shares under a Subsequent Placing, references to a "placee" in these terms and conditions are to each of the placees who are a party to that joint agreement and their liability is joint and several.
- 9.5 The Joint Bookrunners and the Company expressly reserve the right to modify the Initial Placing and/or a Subsequent Placing (including, without limitation, the timetable and settlement) at any time before allocations are determined.
- 9.6 The Initial Placing and/or a Subsequent Placing are/is subject to the satisfaction of the conditions contained in the Share Issuance Agreement and the Share Issuance Agreement not having been terminated. Further details of the terms of the Share Issuance Agreement are contained in paragraph 6.1 of Part 5 of the Registration Document.

## PART 4

### TERMS AND CONDITIONS OF APPLICATION FOR THE OPEN OFFER

#### 1 Introduction

The Open Offer is an opportunity for Qualifying Shareholders to apply for new Ordinary Shares *pro rata* to their holdings as at the Record Date at the Issue Price on the basis of 4 new Ordinary Shares for every 19 existing Ordinary Shares held as at the Record Date in accordance with the terms of the Open Offer.

The Record Date for entitlements under the Open Offer for Qualifying CREST Shareholders and Qualifying non-CREST Shareholders is close of business on 15 June 2021. Open Offer Application Forms for Qualifying non-CREST Shareholders accompany this Securities Note.

Any new Ordinary Shares not taken up pursuant to the Open Offer will be made available under the Excess Application Facility, the Initial Placing, the Offer for Subscription and/or the Intermediaries Offer.

The latest time and date for receipt of completed Open Offer Application Forms and payment in full under the Open Offer and settlement of relevant CREST instructions (as appropriate) is expected to be 11.00 a.m. on 8 July 2021 with Initial Admission and commencement of dealings in new Ordinary Shares expected to take place at 8.00 a.m. on 13 July 2021.

This document and, for Qualifying non-CREST Shareholders only, the Open Offer Application Form contain the formal terms and conditions of the Open Offer. Your attention is drawn to paragraphs 4.1 and 4.2 of this Part 4 which give details of the procedure for application and payment for the new Ordinary Shares under the Open Offer.

Applications will be made to the FCA for the new Ordinary Shares to be issued pursuant to the Initial Issue (including the Open Offer) to be admitted to the premium listing segment on the Official List, and to the London Stock Exchange to be admitted to trading on the main market of the London Stock Exchange.

Any Shareholder who has sold or transferred all or part of his registered holding(s) of existing Ordinary Shares prior to 17 June 2021 (being the ex-entitlement date for the Open Offer) is advised to consult his stockbroker, bank or other agent through or to whom the sale or transfer was effected as soon as possible since the invitation to apply for new Ordinary Shares under the Open Offer may be a benefit which may be claimed from him by the purchasers under the rules of the London Stock Exchange.

#### 2 The Open Offer

Subject to the terms and conditions set out below (and, in the case of Qualifying non-CREST Shareholders, in the Open Offer Application Form), Qualifying Shareholders are being given the opportunity under the Open Offer to apply for up to 4 new Ordinary Shares for every 19 existing Ordinary Shares held and registered in their name as at the Record Date. Open Offer Entitlements will be rounded down to the nearest whole number and any fractional entitlements to new Ordinary Shares will be disregarded in calculating Open Offer Entitlements. Fractions will be aggregated and made available to Qualifying Shareholders under the Excess Application Facility.

Applications under the Excess Application Facility may be allocated in such manner as the Directors may determine in their absolute discretion (in consultation with the Joint Bookrunners and the Portfolio Manager) and no assurance can be given that excess applications by Qualifying Shareholders will be met in full or in part or at all.

Assuming that 29,562,798 new Ordinary Shares are issued pursuant to the Initial Issue: (i) Qualifying Shareholders who take up their full Open Offer Entitlement (excluding any new Ordinary Shares acquired through the Excess Application Facility) in respect of the Open Offer will not suffer any dilution to their ownership and voting interests in the Company by virtue of the issue of new Ordinary Shares pursuant to the Initial Issue; and (ii) Qualifying Shareholders who do not take up any of their Open Offer Entitlement and Shareholders who are not eligible to participate in the Open Offer, will suffer a maximum dilution of

approximately 17.4 per cent. to their ownership and voting interests in the Company by virtue of the issue of new Ordinary Shares pursuant to the Initial Issue.

Holdings of Ordinary Shares in certificated and uncertificated form will be treated as separate holdings for the purpose of calculating entitlements under the Open Offer, as will holdings under different designations and in different accounts.

If you are a Qualifying non-CREST Shareholder, the Open Offer Application Form shows the number of new Ordinary Shares available to you under your Open Offer Entitlement (in Box 7).

Qualifying CREST Shareholders will have Open Offer Entitlements credited to their stock accounts in CREST and should refer to paragraph 4.2.7 of this Part 4 for information on the relevant CREST procedures. Qualifying CREST Shareholders can also refer to the CREST Manual for further information on the relevant CREST procedures.

**Shareholders should be aware that the Open Offer is not a rights issue. Qualifying non-CREST Shareholders should also note that their respective Open Offer Application Forms are not negotiable documents and cannot be traded. Qualifying CREST Shareholders should note that, although the Open Offer Entitlements will be credited to CREST and be enabled for settlement, applications in respect of entitlements under the Open Offer may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim raised by CREST's Claims Processing Unit. New Ordinary Shares not applied for under the Open Offer will not be sold in the market for the benefit of those who do not apply under the Open Offer and Qualifying Shareholders who do not apply to take up new Ordinary Shares will have no rights under the Open Offer. Any new Ordinary Shares which are not applied for by Qualifying Shareholders under their Open Offer Entitlements may be made available under the Excess Application Facility and/or the Initial Placing and/or the Offer for Subscription and/or the Intermediaries Offer (with the proceeds in each case being retained for the benefit of the Company).**

Application will be made for the Open Offer Entitlements and Excess CREST Open Offer Entitlements to be credited to Qualifying CREST Shareholders' CREST accounts. The Open Offer Entitlements and Excess CREST Open Offer Entitlements are expected to be credited to CREST accounts as soon as possible after 8.00 a.m. on 18 June 2021.

### **3 Conditions and further terms of the Open Offer**

The Open Offer is conditional upon, amongst other things, the passing of the Issue Resolutions at the General Meeting, the Share Issuance Agreement becoming unconditional in respect of the Initial Issue (other than as to Initial Admission) and not being terminated prior to Initial Admission and Initial Admission becoming effective by not later than 8.00 a.m. on 13 July 2021 (or such later time and/or date as the Company and the Banks may determine, being not later than 8.00 a.m. on 13 August 2021). A summary of the Share Issuance Agreement is set out in paragraph 6.1 of Part 5 of the Registration Document.

Accordingly, if these conditions are not satisfied the Open Offer will not proceed and any applications made by Qualifying Shareholders will be rejected. In such circumstances, application monies will be returned (at the applicant's sole risk), without payment of interest, as soon as practicable, but in any event within 14 days thereafter.

No temporary documents of title will be issued. Definitive certificates in respect of new Ordinary Shares are expected to be posted to those Qualifying Shareholders who have validly elected to hold their new Ordinary Shares in certificated form in the week commencing 19 July 2021. In respect of those Qualifying Shareholders who have validly elected to hold their new Ordinary Shares in uncertificated form, the new Ordinary Shares are expected to be credited to their stock accounts maintained in CREST on 13 July 2021.

All monies received by the Receiving Agent in respect of new Ordinary Shares will be credited to a non-interest bearing account by the Receiving Agent.

If for any reason it becomes necessary to adjust the expected timetable as set out in this Securities Note, the Company will notify the FCA and make an appropriate announcement by an RIS announcement giving details of the revised dates.

#### **4 Procedure for application and payment in respect of the Open Offer**

The action to be taken by you in respect of the Open Offer depends on whether you hold your existing Ordinary Shares in certificated or uncertificated form.

Qualifying Shareholders who hold all their existing Ordinary Shares in certificated form will receive a personalised Open Offer Application Form enclosed with this Securities Note. The Open Offer Application Form shows Qualifying non-CREST Shareholders the number of new Ordinary Shares available under their Open Offer Entitlement that can be allotted in certificated form. Qualifying Shareholders who hold all their existing Ordinary Shares in CREST will be allotted their Open Offer Entitlements in CREST. Qualifying Shareholders who hold part of their existing Ordinary Shares in uncertificated form will be allotted new Ordinary Shares in uncertificated form to the extent that their entitlement to new Ordinary Shares arises as a result of holding existing Ordinary Shares in uncertificated form. However, it will be possible for Qualifying Shareholders to deposit Open Offer Entitlements into, and withdraw them from, CREST. Further information on deposit and withdrawal from CREST is set out in paragraph 4.2.7 of this Part 4.

CREST sponsored members should refer to their CREST sponsor as only their CREST sponsor will be able to take the necessary action specified below to apply under the Open Offer in respect of the Open Offer Entitlements and Excess CREST Open Offer Entitlements of such members held in CREST. CREST members who wish to apply for new Ordinary Shares in respect of their Open Offer Entitlements or who wish to apply to subscribe for more than their Open Offer Entitlement in CREST should refer to the CREST Manual for further information on the CREST procedures referred to below.

**Qualifying Shareholders who do not wish to apply for new Ordinary Shares under the Open Offer should take no action and should not complete or return the Open Offer Application Form, or send a USE message through CREST.**

##### **4.1 If you have an Open Offer Application Form in respect of your Open Offer Entitlement under the Open Offer**

###### **4.1.1 General**

Subject as provided in paragraph 6 of this Part 4 in relation to certain Overseas Shareholders, Qualifying non-CREST Shareholders will receive an Open Offer Application Form. The Open Offer Application Form shows the number of new Ordinary Shares available to them under their Open Offer Entitlement in Box 7. Any fractional entitlements to new Ordinary Shares will be disregarded in calculating Open Offer Entitlements and will be aggregated and made available to Qualifying Shareholders under the Excess Application Facility. Box 8 shows how much they would need to pay if they wish to take up their Open Offer Entitlement in full. Qualifying non-CREST Shareholders may apply for less than their entitlement should they wish to do so. Qualifying non-CREST Shareholders may also hold such an Open Offer Application Form by virtue of a *bona fide* market claim. Qualifying non-CREST Shareholders may also apply for Excess New Shares under the Excess Application Facility by completing Box 3 on the Open Offer Application Form.

The instructions, and other terms set out in the Open Offer Application Form, form part of the terms of the Open Offer in relation to Qualifying non-CREST Shareholders.

###### **4.1.2 Bona fide market claims**

Applications to acquire new Ordinary Shares under the Open Offer may only be made on the Open Offer Application Form and may only be made by the Qualifying non-CREST Shareholder named in it or by a person entitled by virtue of a *bona fide* market claim in relation to a purchase of existing Ordinary Shares through the market prior to the date upon which the existing Ordinary Shares were marked "ex" the entitlement to participate in the Open Offer (being 17 June 2021). Open Offer Application Forms may not be assigned, transferred or split, except to satisfy bona fide market claims up to 3.00 p.m. on 6 July 2021. The Open Offer Application Form is not a negotiable document and cannot be separately traded. A Qualifying non-CREST Shareholder who has sold or otherwise transferred all or part of his holding of existing Ordinary Shares prior to the date upon which the existing Ordinary Shares were marked "ex" the entitlement to participate in the Open Offer, should consult his broker or other professional

adviser as soon as possible, as the invitation to acquire new Ordinary Shares under the Open Offer may be a benefit which may be claimed by the transferee. Qualifying non-CREST Shareholders who have sold all or part of their registered holdings should, if the market claim is to be settled outside CREST, complete Box 10 on the Open Offer Application Form and immediately send it to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. The Open Offer Application Form should not, however be forwarded to or transmitted in or into the United States or any other Restricted Jurisdiction. If the market claim is to be settled outside CREST, the beneficiary of the claim should follow the procedures set out in the accompanying Open Offer Application Form. If the market claim is to be settled in CREST, the beneficiary of the claim should follow the procedure set out in paragraph 4.2(b) below.

A Qualifying CREST Shareholder that, as a result of a bona fide market claim has received a shortfall of Excess CREST Open Offer Entitlements to their CREST account and would like to apply for a larger number of Excess CREST Open Offer Entitlements should contact the Receiving Agent and arrange for a further credit of Excess CREST Open Offer Entitlements to be made, subject at all times to the maximum number of Excess CREST Open Offer Entitlements available.

#### 4.1.3 *Excess Application Facility*

Qualifying Shareholders may apply to acquire Excess New Shares using the Excess Application Facility, should they wish. Qualifying non-CREST Shareholders wishing to apply for Excess New Shares may do so by completing Box 3 on the Open Offer Application Form. The maximum number of new Ordinary Shares to be allotted under the Excess Application Facility shall be limited to: (a) the maximum size of Initial Issue; less (b) the new Ordinary Shares issued under the Open Offer pursuant to existing Shareholders' Open Offer Entitlements and any new Ordinary Shares that the Directors determine to issue under the Initial Placing, the Offer for Subscription or Intermediaries Offer. Only Qualifying Shareholders with Open Offer Entitlements may make applications under the Excess Application Facility. Shareholders who hold fewer than 19 existing Ordinary Shares may apply under the Excess Application Facility. Applications under the Excess Application Facility shall be allocated by the Company in consultation with the Joint Bookrunners and the Portfolio Manager and no assurance can be given that the applications by Qualifying Shareholders will be met in full or in part or at all. Excess monies in respect of applications which are not met in full will be returned to the applicant at the applicant's risk without interest as soon as practicable, but in any event within 14 days thereafter, by way of cheque or CREST payment, as appropriate.

A credit of Excess CREST Open Offer Entitlements will be made to each Qualifying CREST Shareholder; if a Qualifying CREST Shareholder would like to apply for a larger Excess CREST Open Offer Entitlement such Qualifying CREST Shareholder should contact the Receiving Agent and arrange for a further credit of Excess CREST Open Offer Entitlements to be made, subject at all times to the maximum number of Excess CREST Open Offer Entitlements available.

#### 4.1.4 *Application procedures*

Qualifying non-CREST Shareholders wishing to apply to acquire new Ordinary Shares (whether in respect of all or part of their Open Offer Entitlement) should complete the Open Offer Application Form in accordance with the instructions printed on it.

Completed Open Offer Application Forms should be posted in the accompanying pre-paid envelope or returned by post to Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL (who will act as Receiving Agent in relation to the Open Offer) so as to be received by the Receiving Agent by no later than 11.00 a.m. on 8 July 2021, after which time Open Offer Application Forms will not be valid. Qualifying non-CREST Shareholders should note that applications, once made, will be irrevocable (subject to any statutory rights of withdrawal) and receipt thereof will not be acknowledged. If an Open Offer Application Form is being sent by first-class post in the UK, Qualifying Shareholders are recommended to allow at least four working days for delivery.

All payments must be in pounds Sterling and made by cheque or banker's draft made payable to "**LMS Re: Augmentum Fintech Open Offer A/C**" and crossed "A/C payee only". Cheques or bankers' drafts must be drawn on a bank or building society or branch of a bank or building society in the United Kingdom which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and bankers' drafts to be cleared through the facilities provided by any of those companies or committees and must bear the appropriate sort code in the top right-hand corner and must be for the full amount payable on application. Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the back of the cheque or draft to confirm that the relevant Qualifying Shareholder has title to the underlying funds. The account name should be the same as that shown on the application. Post-dated cheques will not be accepted.

Cheques or bankers' drafts will be presented for payment upon receipt. The Company reserves the right to instruct the Receiving Agent to seek special clearance of cheques and bankers' drafts to allow the Company to obtain value for remittances at the earliest opportunity (and withhold definitive share certificates (or crediting to the relevant member account, as applicable) pending clearance thereof). No interest will be paid on payments. It is a term of the Open Offer that cheques shall be honoured on first presentation and the Company may elect to treat as invalid acceptances in respect of which cheques are not so honoured. All documents, cheques and bankers' drafts sent through the post will be sent at the risk of the sender. Payments via CHAPS, BACS or electronic transfer will not be accepted.

If cheques or bankers' drafts are presented for payment before the conditions of the Initial Issue are fulfilled, the application monies will be credited to a non-interest bearing account by the Receiving Agent. If the Initial Issue does not become unconditional, no new Ordinary Shares will be issued and all monies will be returned (at the applicant's sole risk), without payment of interest, to applicants as soon as practicable, but in any event within 14 days, following the lapse of the Initial Issue.

The Company may in its sole discretion, but shall not be obliged to, treat an Open Offer Application Form as valid and binding on the person by whom or on whose behalf it is lodged, even if not completed in accordance with the relevant instructions or not accompanied by a valid power of attorney where required, or if it otherwise does not strictly comply with the terms and conditions of the Open Offer. The Company further reserves the right (but shall not be obliged) to accept either:

- (a) Open Offer Application Forms received after 11.00 a.m. on 8 July 2021; or
- (b) applications in respect of which remittances are received before 11.00 a.m. on 8 July 2021 from authorised persons (as defined in FSMA) specifying the new Ordinary Shares applied for and undertaking to lodge the Open Offer Application Form in due course but, in any event, within two Business Days.

Multiple applications will not be accepted. All documents and remittances sent by post by or to an applicant (or as the applicant may direct) will be sent at the applicant's own risk.

If new Ordinary Shares have already been allotted to a Qualifying non-CREST Shareholder and such Qualifying non-CREST Shareholder's cheque or banker's draft is not honoured upon first presentation or such Qualifying non-CREST Shareholder's application is subsequently otherwise deemed to be invalid, Peel Hunt and/or N+1 Singer shall be authorised (in its absolute discretion as to manner, timing and terms) to make arrangements, on behalf of the Company, for the sale of such Qualifying non-CREST Shareholder's new Ordinary Shares and for the proceeds of sale (which for these purposes shall be deemed to be payments in respect of successful applications) to be paid to and retained by the Company. Neither Peel Hunt nor N+1 Singer nor the Company nor any other person shall be responsible for, or have any liability for, any loss, expense or damage suffered by such Qualifying non-CREST Shareholders.

#### 4.1.5 *Effect of application*

By completing and delivering an Open Offer Application Form the applicant:

- (a) represents and warrants to the Company and the Banks that he has the right, power and authority, and has taken all action necessary, to make the application under the Open Offer and, if applicable, the Excess Application Facility and to execute, deliver and exercise his rights, and perform his obligations under any contracts resulting therefrom and that he is not a person otherwise prevented by legal or regulatory restrictions from applying for new Ordinary Shares or acting on behalf of any such person on a non-discretionary basis;
- (b) agrees with the Company and the Banks that all applications under the Open Offer and the Excess Application Facility and contracts resulting therefrom shall be governed by and construed in accordance with the laws of England;
- (c) confirms to the Company and the Banks that in making the application he is not relying on any information or representation in relation to the Company other than that contained in the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission, and the applicant accordingly agrees that no person responsible solely or jointly for the Prospectus, any supplementary prospectus published by the Company prior to Initial Admission or any part thereof, or involved in the preparation thereof, shall have any liability for any such information or representation not so contained and further agrees that, having had the opportunity to read the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission, he will be deemed to have had notice of all information in relation to the Company contained in the Prospectus (including matters incorporated by reference) and any supplementary prospectus published by the Company prior to Initial Admission;
- (d) represents and warrants to the Company and the Banks that he is the Qualifying Shareholder originally entitled to his Open Offer Entitlement or that he received such Open Offer Entitlement by virtue of a *bona fide* market claim;
- (e) represents and warrants to the Company and the Banks that if he has received some or all of his Open Offer Entitlement from a person other than the Company he is entitled to apply under the Open Offer in relation to such Open Offer Entitlement by virtue of a *bona fide* market claim;
- (f) requests that the new Ordinary Shares, to which he will become entitled, be issued to him on the terms set out in this Securities Note and the Open Offer Application Form subject to the Articles;
- (g) represents and warrants to the Company and the Banks that he is not, nor is he applying on behalf of, any person who is in the United States or any other Restricted Jurisdiction, or is a citizen or resident, or is a corporation, partnership or other entity created or organised in or under any laws, of the United States or any other Restricted Jurisdiction or any jurisdiction in which the application for new Ordinary Shares is prevented by law and he is not applying with a view to re-offering, re-selling, transferring or delivering any of the new Ordinary Shares which are the subject of his application in or to, or for the benefit of, a person who is a citizen or resident or which is a corporation, partnership or other entity created or organised in or under any laws of the United States or any other Restricted Jurisdiction or any jurisdiction in which the application for new Ordinary Shares is prevented by law (except where proof satisfactory to the Company has been provided to the Company that he is able to accept the invitation by the Company free of any requirement which the Company (in its absolute discretion) regards as unduly burdensome), nor acting on behalf of any such person on a non-discretionary basis nor person(s) otherwise prevented by legal or regulatory restrictions from applying for new Ordinary Shares under the Open Offer;
- (h) represents and warrants to the Company and the Banks that he is not, and nor is he applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 93 (depository receipts) or section 96 (clearance services) of the Finance Act 1986;

- (i) confirms that in making the application he is not relying and has not relied on any of Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP or any person affiliated with any of Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP in connection with any investigation of the accuracy of any information contained in the Prospectus or any supplementary prospectus published by the Company prior to Initial Admission or his investment decision;
- (j) acknowledges that the content of the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission is exclusively the responsibility of the Company and its Directors and none of the Portfolio Manager, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP nor any person acting on their behalf nor any of their affiliates are responsible for or shall have any liability for any information, representation or statement contained in the Prospectus or any information published by or on behalf of the Company and will not be liable for any decision to participate in the Open Offer based on any information, representation or statement contained in the Prospectus or otherwise;
- (k) acknowledges that no person is authorised in connection with the Open Offer to give any information or make any representation other than as contained in the Prospectus or any supplementary prospectus published by the Company prior to Initial Admission and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP, the AIFM, the Portfolio Manager or the Receiving Agent;
- (l) agrees that each of Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Receiving Agent are acting for the Company in connection with the Open Offer and for no-one else and that they will not treat you as their customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of the new Ordinary Shares or concerning the suitability of the new Ordinary Shares for you or be responsible to you for the protections afforded to their customers; and
- (m) acknowledge that the key information document relating to the new Ordinary Shares to be issued pursuant to the Open Offer prepared by the AIFM pursuant to the UK PRIIPs Regulation can be provided to you in paper or by means of a website, but that where you are applying under the Open Offer directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Open Offer Application Form represents your consent to being provided the key information document via the Company's website at <https://augmentum.vc>, or on such other website as has been notified to you. Where your application is made on an advised basis or through another intermediary, the terms of your engagement should address the means by which such key information document will be provided to you.

#### 4.1.6 *Incorrect or incomplete applications*

If an Open Offer Application Form includes a payment for an incorrect sum, the Company reserves the right:

- (a) to reject the application in full and refund the payment to the applicant (without interest);
- (b) in the case that an insufficient sum is paid, to treat the application as a valid application for such lesser whole number of new Ordinary Shares as would be able to be applied for with that payment at the Issue Price, refunding any unutilised sum to the applicant (without interest); and
- (c) in the case that an excess sum is paid, to treat the application as a valid application for all the new Ordinary Shares referred to in the Open Offer Application Form, refunding any unutilised sum to the applicant (without interest).

All enquiries in connection with the procedure for application and completion of the Open Offer Application Form should be addressed to the Receiving Agent, Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL or you can contact the Receiving Agent on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. **Please note that Link cannot provide any**

**financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.**

Qualifying non-CREST Shareholders who do not wish to take up or apply for the new Ordinary Shares under the Open Offer should take no action and should not complete or return the Open Offer Application Form.

A Qualifying non-CREST Shareholder who is also a CREST member may elect to receive the new Ordinary Shares to which he is entitled in uncertificated form in CREST (please see paragraph 4.2 below for more information).

#### **4.2 *If you have Open Offer Entitlements credited to your stock account in CREST in respect of your entitlement under the Open Offer***

##### **4.2.1 *General***

Subject as provided in paragraph 6 of this Part 4 in relation to certain Overseas Shareholders, each Qualifying CREST Shareholder will receive a credit to his stock account in CREST of his Open Offer Entitlement equal to the maximum number of new Ordinary Shares for which he is entitled to apply to acquire under the Open Offer. Entitlements to new Ordinary Shares will be rounded down to the nearest whole number and any Open Offer Entitlements will therefore also be rounded down. Any fractional entitlements to new Ordinary Shares will be disregarded in calculating Open Offer Entitlements and will be aggregated and made available to Qualifying Shareholders under the Excess Application Facility.

The CREST stock account to be credited will be an account under the participant ID and member account ID specified below.

If for any reason the Open Offer Entitlement and/or Excess CREST Open Offer Entitlements cannot be admitted to CREST by, or the stock accounts of Qualifying CREST Shareholders cannot be credited by 3.00 p.m. on 18 June 2021, or such later time and/or date as the Company may decide, an Open Offer Application Form will be sent to each Qualifying CREST Shareholder in substitution for the Open Offer Entitlements and Excess CREST Open Offer Entitlements which should have been credited to his stock account in CREST. In these circumstances the expected timetable as set out in this Securities Note will be adjusted as appropriate and the provisions of this Securities Note applicable to Qualifying non-CREST Shareholders with Open Offer Application Forms will apply to Qualifying CREST Shareholders who receive such Open Offer Application Forms.

CREST members who wish to apply to acquire some or all of their entitlements to new Ordinary Shares should refer to the CREST Manual for further information on the CREST procedures referred to below. Should you need advice with regard to these procedures, please contact the Receiving Agent on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. **Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.**

If you are a CREST sponsored member you should consult your CREST sponsor if you wish to apply for new Ordinary Shares as only your CREST sponsor will be able to take the necessary action to make this application in CREST.

##### **4.2.2 *Market claims***

The Open Offer Entitlements and Excess CREST Open Offer Entitlements will constitute a separate security for the purposes of CREST. Although Open Offer Entitlements and Excess CREST Open Offer Entitlements will be admitted to CREST and be enabled for settlement, applications in respect of Open Offer Entitlements and Excess CREST Open Offer Entitlements may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim transaction. Transactions identified by the CREST Claims

Processing Unit as “*cum*” the Open Offer Entitlements and the Excess CREST Open Offer Entitlements will generate an appropriate market claim transaction and the relevant Open Offer Entitlement(s) will thereafter be transferred accordingly.

#### 4.2.3 *Excess Application Facility*

Qualifying Shareholders may apply to acquire Excess New Shares using the Excess Application Facility, should they wish. The Excess Application Facility enables Qualifying CREST Shareholders to apply for Excess New Shares in excess of their Open Offer Entitlement.

An Excess CREST Open Offer Entitlement may not be sold or otherwise transferred. Subject as provided in paragraph 6 of these terms and conditions in relation to Overseas Shareholders, the CREST accounts of Qualifying CREST Shareholders will be credited with an Excess CREST Open Offer Entitlement in order for any applications for Excess New Shares to be settled through CREST.

Qualifying CREST Shareholders should note that, although the Open Offer Entitlements and the Excess CREST Open Offer Entitlements will be admitted to CREST, they will have limited settlement capabilities (for the purposes of market claims only). Neither the Open Offer Entitlements nor the Excess CREST Open Offer Entitlements will be tradable or listed and applications in respect of the Open Offer and the Excess Application Facility may only be made by the Qualifying Shareholders originally entitled or by a person entitled by virtue of a *bona fide* market claim.

To apply for Excess New Shares pursuant to the Excess Application Facility, Qualifying CREST Shareholders should follow the instructions in paragraphs 4.2(e) and 4.2(f) below and must not return a paper form and cheque.

Should a transaction be identified by Euroclear U.K. & Ireland’s Claims Processing Unit as “*cum*” the Open Offer Entitlement and the relevant Open Offer Entitlement be transferred, the Excess CREST Open Offer Entitlements will not transfer with the Open Offer Entitlement claim, but will be transferred as a separate claim. Should a Qualifying CREST Shareholder cease to hold all of his existing Ordinary Shares as a result of one or more *bona fide* market claims, the Excess CREST Open Offer Entitlement credited to CREST and allocated to the relevant Qualifying Shareholder will be transferred to the purchaser. Please note that a separate USE instruction must be sent in respect of any application under the Excess CREST Open Offer Entitlement.

#### 4.2.4 *Unmatched Stock Event (“**USE**”) instructions*

Qualifying CREST Shareholders who are CREST members and who want to apply for new Ordinary Shares in respect of all or some of their Open Offer Entitlements and/or Excess CREST Open Offer Entitlements must send (or, if they are CREST sponsored members, procure that their CREST sponsor sends) a USE instruction to Euroclear which, on its settlement, will have the following effect:

- (a) the crediting of a stock account of the Receiving Agent under the participant ID and member account ID specified below, with a number of Open Offer Entitlements and Excess CREST Open Offer Entitlements corresponding to the number of new Ordinary Shares applied for; and
- (b) the creation of a CREST payment, in accordance with the CREST payment arrangements in favour of the payment bank of the Receiving Agent in respect of the amount specified in the USE instruction which must be the full amount payable on application for the number of new Ordinary Shares referred to in (i) above.

#### 4.2.5 *Content of USE instruction in respect of Open Offer Entitlements*

The USE instruction must be properly authenticated in accordance with Euroclear's specifications and must contain, in addition to the other information that is required for settlement in CREST, the following details:

- (a) the number of new Ordinary Shares for which application is being made (and hence the number of the Open Offer Entitlement(s) being delivered to the Receiving Agent);
- (b) the ISIN of the Open Offer Entitlement. This is GB00BMBVC431;
- (c) the CREST participant ID of the accepting CREST member;
- (d) the CREST member account ID of the accepting CREST member from which the Open Offer Entitlements are to be debited;
- (e) the participant ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 7RA33;
- (f) the member account ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 21291AUG;
- (g) the amount payable by means of a CREST payment on settlement of the USE instruction. This must be the full amount payable on application for the number of new Ordinary Shares referred to in (a) above;
- (h) the intended settlement date. This must be on or before 11.00 a.m. on 8 July 2021; and
- (i) the Corporate Action Number for the Open Offer. This will be available by viewing the relevant corporate action details in CREST.

In order for an application under the Open Offer to be valid, the USE instruction must comply with the requirements as to authentication and contents set out above and must settle on or before 11.00 a.m. on 8 July 2021.

In order to assist prompt settlement of the USE instruction, CREST members (or their CREST sponsors, where applicable) may consider adding the following non-mandatory fields to the USE instruction:

- (i) a contact name and telephone number (in the free format shared note field); and
- (ii) a priority of at least 80.

CREST members and, in the case of CREST sponsored members, their CREST sponsors, should note that the last time at which a USE instruction may settle on 8 July 2021 in order to be valid is 11.00 a.m. on that day.

In the event that the Initial Issue does not become unconditional by 8.00 a.m. on 13 July 2021 or such later time and date as the Company and the Banks determine (being not later than 8.00 a.m. on 13 August 2021), the Initial Issue will lapse, the Open Offer Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable, but in any event within 14 days thereafter.

#### 4.2.6 *Content of USE instruction in respect of Excess CREST Open Offer Entitlements*

The USE instruction must be properly authenticated in accordance with Euroclear's specifications and must contain, in addition to the other information that is required for settlement in CREST, the following details:

- (a) the number of Excess New Shares for which application is being made (and hence the number of the Excess CREST Open Offer Entitlement(s) being delivered to the Receiving Agent);
- (b) the ISIN of the Excess CREST Open Offer Entitlement. This is GB00BMBVC548;
- (c) the CREST participant ID of the accepting CREST member;

- (d) the CREST member account ID of the accepting CREST member from which the Excess CREST Open Offer Entitlements are to be debited;
- (e) the participant ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 7RA33;
- (f) the member account ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 21291AUG;
- (g) the amount payable by means of a CREST payment on settlement of the USE instruction. This must be the full amount payable on application for the number of Excess New Shares referred to in (a) above;
- (h) the intended settlement date. This must be on or before 11.00 a.m. on 8 July 2021; and
- (i) the Corporate Action Number for the Open Offer. This will be available by viewing the relevant corporate action details in CREST.

In order for an application in respect of an Excess CREST Open Offer Entitlement under the Excess Application Facility to be valid, the USE instruction must comply with the requirements as to authentication and contents set out above and must settle on or before 11.00 a.m. on 8 July 2021.

In order to assist prompt settlement of the USE instruction, CREST members (or their CREST sponsors, where applicable) may consider adding the following non-mandatory fields to the USE instruction:

- (i) a contact name and telephone number (in the free format shared note field); and
- (ii) a priority of at least 80.

CREST members and, in the case of CREST sponsored members, their CREST sponsors, should note that the last time at which a USE instruction may settle on 8 July 2021 in order to be valid is 11.00 a.m. on that day.

In the event that the Initial Issue does not become unconditional by 8.00 a.m. on 13 July 2021 or such later time and date as the Company and the Banks determine (being not later than 8.00 a.m. on 13 August 2021), the Initial Issue will lapse, the Excess CREST Open Offer Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable, but in any event within 14 days, thereafter.

#### 4.2.7 *Deposit of Open Offer Entitlements into, and withdrawal from, CREST*

A Qualifying non-CREST Shareholder's entitlement under the Open Offer as shown by the number of Open Offer Entitlements set out in his Open Offer Application Form may be deposited into CREST (either into the account of the Qualifying non-CREST Shareholder named in the Open Offer Application Form or into the name of a person entitled by virtue of a *bona fide* market claim), provided that such Qualifying non-CREST Shareholder is also a CREST member. Similarly, Open Offer Entitlements and Excess CREST Open Offer Entitlements held in CREST may be withdrawn from CREST so that the entitlement under the Open Offer is reflected in an Open Offer Application Form. Normal CREST procedures (including timings) apply in relation to any such deposit or withdrawal, subject (in the case of a deposit into CREST) as set out in the Open Offer Application Form.

A holder of an Open Offer Application Form who is proposing to deposit the entitlement set out in such form into CREST is recommended to ensure that the deposit procedures are implemented in sufficient time to enable the person holding or acquiring the Open Offer Entitlements and the entitlement to apply under the Excess Application Facility following their deposit into CREST to take all necessary steps in connection with taking up the entitlement prior to 11.00 a.m. on 8 July 2021. After depositing their Open Offer Entitlement into their CREST account, CREST holders will, shortly after that, receive a credit for their Excess CREST Open Offer Entitlement, which will be managed by the Receiving Agent.

In particular, having regard to normal processing times in CREST and on the part of the Receiving Agent: (i) the recommended latest time for depositing an Open Offer Application Form with the CREST Courier and Sorting Service, where the person entitled wishes to hold the entitlement under the Open Offer set out in such Open Offer Application Form as Open Offer Entitlements and Excess CREST Open Offer Entitlements in CREST, is 3.00 p.m. on 5 July 2021; and (ii) the recommended latest time for receipt by Euroclear of a dematerialised instruction requesting withdrawal of Open Offer Entitlements and Excess CREST Open Offer Entitlements from CREST is 4.30 p.m. on 2 July 2021 – in either case so as to enable the person acquiring or (as appropriate) holding the Open Offer Entitlements and Excess CREST Open Offer Entitlements following the deposit or withdrawal (whether as shown in an Open Offer Application Form or held in CREST) to take all necessary steps in connection with applying in respect of the Open Offer Entitlements and entitlements under the Excess Application Facility, as the case may be, prior to 11.00 a.m. on 8 July 2021. CREST holders inputting the withdrawal of their Open Offer Entitlement from their CREST account must ensure that they withdraw both their Open Offer Entitlements and the Excess CREST Open Offer Entitlements.

Delivery of an Open Offer Application Form with the CREST deposit form duly completed whether in respect of a deposit into the account of the Qualifying non-CREST Shareholder named in the Open Offer Application Form or into the name of another person, shall constitute a representation and warranty to the Company, the Banks and the Receiving Agent by the relevant CREST member(s) that it/they is/are not in breach of the provisions of the notes under the paragraph headed "Instructions for depositing entitlements under the Open Offer into CREST" on page 3 of the Open Offer Application Form, and a declaration to the Company, the Banks and the Receiving Agent from the relevant CREST member(s) that it/they is/are not in the United States or any Restricted Jurisdiction, or citizen(s) or resident(s) of, the United States or any other Restricted Jurisdiction or any jurisdiction in which the application for new Ordinary Shares is prevented by law and, where such deposit is made by a beneficiary of a market claim, a representation and warranty that the relevant CREST member(s) is/are entitled to apply under the Open Offer by virtue of a *bona fide* market claim.

#### 4.2.8 *Validity of application*

A USE instruction complying with the requirements as to authentication and contents set out above which settles by no later than 11.00 a.m. on 8 July 2021 will constitute a valid application under the Open Offer.

#### 4.2.9 *CREST procedures and timings*

CREST members and (where applicable) their CREST sponsors should note that Euroclear does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in relation to the input of a USE instruction and its settlement in connection with the Open Offer and the Excess Application Facility. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST sponsored member, to procure that his CREST sponsor takes) such action as shall be necessary to ensure that a valid application is made as stated above and settled by 11.00 a.m. on 8 July 2021. In this connection CREST members and (where applicable) their CREST sponsors are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

#### 4.2.10 *Incorrect or incomplete applications*

If a USE instruction includes a CREST payment for an incorrect sum, the Company, through the Receiving Agent, reserves the right:

- (a) to reject the application in full and refund the payment to the CREST member in question (without interest);
- (b) in the case that an insufficient sum is paid, to treat the application as a valid application for such lesser whole number of new Ordinary Shares as would be able to be applied for with that payment at the Issue Price, refunding any unutilised sum to the CREST member in question (without interest); and

- (c) in the case that an excess sum is paid, to treat the application as a valid application for all the new Ordinary Shares referred to in the USE instruction, refunding any unutilised sum to the CREST member in question (without interest).

#### 4.2.11 *Effect of valid application*

A CREST member who makes or is treated as making a valid application in accordance with the above procedures thereby:

- (a) represents and warrants to the Company and the Banks that he has the right, power and authority, and has taken all action necessary, to make the application under the Open Offer and, if applicable, the Excess Application Facility and to execute, deliver and exercise his rights, and perform his obligations under any contracts resulting therefrom and that he is not a person otherwise prevented by legal or regulatory restrictions from applying for new Ordinary Shares or acting on behalf of any such person on a non-discretionary basis;
- (b) agrees with the Company and the Banks to pay the amount payable on application in accordance with the above procedures by means of a CREST payment in accordance with the CREST payment arrangements (it being acknowledged that the payment to the Receiving Agent's payment bank in accordance with the CREST payment arrangements shall, to the extent of the payment, discharge in full the obligation of the CREST member to pay to the Company the amount payable on application);
- (c) agrees with the Company and the Banks that all applications and contracts resulting therefrom under the Open Offer and the Excess Application Facility shall be governed by, and construed in accordance with, the laws of England;
- (d) confirms to the Company and the Banks that in making the application he is not relying on any information or representation in relation to the Company other than that contained in the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission, and the applicant accordingly agrees that no person responsible solely or jointly for the Prospectus or any supplementary prospectus published by the Company prior to Initial Admission or any part thereof, or involved in the preparation thereof, shall have any liability for any such information or representation not so contained and further agrees that, having had the opportunity to read the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission, he will be deemed to have had notice of all the information in relation to the Company contained in the Prospectus (including matters incorporated by reference) and any supplementary prospectus published by the Company prior to Initial Admission;
- (e) represents and warrants to the Company and the Banks that he is the Qualifying Shareholder originally entitled to the Open Offer Entitlement and Excess CREST Open Offer Entitlement or that he has received such Open Offer Entitlement and Excess CREST Open Offer Entitlement by virtue of a bona fide market claim;
- (f) represents and warrants to the Company and the Banks that if he has received some or all his Open Offer Entitlement and Excess CREST Open Offer Entitlement from a person other than the Company, he is entitled to apply under the Open Offer and the Excess Application Facility in relation to such Open Offer Entitlement and Excess CREST Open Offer Entitlement by virtue of a *bona fide* market claim;
- (g) requests that the new Ordinary Shares to which he will become entitled be issued to him on the terms set out in this Securities Note, subject to the Articles;
- (h) represents and warrants to the Company and the Banks that he is not, nor is he applying on behalf of anyone who is in the United States or any other Restricted Jurisdiction, or is a citizen or resident, or is a corporation, partnership or other entity created or organised in or under any laws of, the United States or any other Restricted Jurisdiction or any jurisdiction in which the application for new Ordinary Shares is prevented by law and he is not applying with a view to re-offering, re-selling, transferring or delivering any of the new Ordinary Shares which are the subject of his application in or to, or for the benefit of, any person who is a citizen or resident or which is a corporation, partnership or other entity created or organised in or under any laws of the United States or any other

Restricted Jurisdiction or any jurisdiction in which the application for new Ordinary Shares is prevented by law (except where proof satisfactory to the Company has been provided to the Company that he is able to accept the invitation by the Company free of any requirement which the Company (in its absolute discretion) regards as unduly burdensome), nor acting on behalf of any such person on a non-discretionary basis nor (a) person(s) otherwise prevented by legal or regulatory restrictions from applying for new Ordinary Shares under the Open Offer or Excess Application Facility;

- (i) represents and warrants to the Company and the Banks that he is not, and nor is he applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 93 (depository receipts) or section 96 (clearance services) of the Finance Act 1986; and
- (j) confirms that in making the application he is not relying and has not relied on any of Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP or any person affiliated with any of Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP in connection with any investigation of the accuracy of any information contained in the Prospectus or any supplementary prospectus published by the Company prior to Initial Admission or his investment decision.

#### 4.2.12 *Company's discretion as to the rejection and validity of applications*

The Company may in its sole discretion:

- (a) treat as valid (and binding on the CREST member concerned) an application which does not comply in all respects with the requirements as to validity set out or referred to in this Part 4;
- (b) accept an alternative properly authenticated dematerialised instruction from a CREST member or (where applicable) a CREST sponsor as constituting a valid application in substitution for or in addition to a USE instruction and subject to such further terms and conditions as the Company may determine;
- (c) treat a properly authenticated dematerialised instruction (in this sub-paragraph the "first instruction") as not constituting a valid application if, at the time at which the Registrar receives a properly authenticated dematerialised instruction giving details of the first instruction or thereafter, either the Company or the Receiving Agent has received actual notice from Euroclear of any of the matters specified in Regulation 35(5)(a) of the CREST Regulations in relation to the first instruction. These matters include notice that any information contained in the first instruction was incorrect or notice of lack of authority to send the first instruction; and
- (d) accept an alternative instruction or notification from a CREST member or CREST sponsored member or (where applicable) a CREST sponsor, or extend the time for settlement of a USE instruction or any alternative instruction or notification, in the event that, for reasons or due to circumstances outside the control of any CREST member or CREST sponsored member or (where applicable) CREST sponsor, the CREST member or CREST sponsored member is unable validly to apply for new Ordinary Shares by means of the above procedures. In normal circumstances, this discretion is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST) or on the part of the facilities and/or systems operated by the Receiving Agent in connection with CREST.

#### 4.2.13 *Lapse of the Open Offer and Excess Application Facility*

In the event that the Initial Issue does not become unconditional by 8.00 a.m. on 13 July 2021 or such later time and date as the Company and the Banks may agree (being not later than 8.00 a.m. on 13 August 2021), the Initial Issue will lapse, the Open Offer Entitlements and the Excess CREST Open Offer Entitlement admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a CREST Shareholder by way of a CREST payment, without interest, as soon as practicable, but in any event within 14 days, thereafter.

## 5 Money laundering regulations

### 5.1 Holders of Application Forms

To ensure compliance with the Money Laundering Regulations, the Receiving Agent may require, at its absolute discretion, verification of the identity of the person by whom or on whose behalf the Open Offer Application Form is lodged with payment (which requirements are referred to below as the “verification of identity requirements”). If the Open Offer Application Form is submitted by a UK regulated broker or intermediary acting as agent and which is itself subject to the Money Laundering Regulations, any verification of identity requirements are the responsibility of such broker or intermediary and not of the Receiving Agent. In such case, the lodging agent’s stamp should be inserted on the Open Offer Application Form.

Anti-money laundering checks are required by law to be performed on certain financial transactions. The checks are performed to make sure investors are genuinely who they say they are and that any application monies have not been acquired illegally or that the Receiving Agent itself is not being used as part of criminal activity, most commonly the placement, layering and integration of illegally obtained money.

While these checks can be carried out at any time, they are usually only performed when dealing with application values above a certain threshold, commonly referred to as the anti-money laundering threshold which is the sterling equivalent of €15,000 (currently approximately £13,000).

Money laundering checks may require an investor to provide an original or certified copy of their passport, driving licence and recent bank statements to support any enquiries made of the Credit Reference Agencies. A money laundering check does not mean the investor is suspected of anything illegal, and, there is nothing to worry about. The checks made at credit reference agencies leave an ‘enquiry footprint’ – an indelible record so that the investor can see who has checked them out. The enquiry footprint does not have any impact on their credit score or on their ability to get credit.

Anti-Money Laundering Checks appear as an enquiry/soft search on the investor’s credit report. The report may contain a note saying “Identity Check to comply with Anti Money Laundering Regulations”.

The person lodging the Open Offer Application Form with payment and in accordance with the other terms as described above (the “acceptor”), including any person who appears to the Receiving Agent to be acting on behalf of some other person, accepts the Open Offer in respect of such number of new Ordinary Shares as is referred to therein (for the purposes of this paragraph 5 the “relevant new Ordinary Shares”) and shall thereby be deemed to agree to provide the Receiving Agent with such information and other evidence as the Receiving Agent may require to satisfy the verification of identity requirements.

If the Receiving Agent determines that the verification of identity requirements apply to any acceptor or application, the relevant new Ordinary Shares (notwithstanding any other term of the Open Offer) will not be issued to the relevant acceptor unless and until the verification of identity requirements have been satisfied in respect of that acceptor or application. The Receiving Agent is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any acceptor or application and whether such requirements have been satisfied, and neither the Receiving Agent nor the Company will be liable to any person for any loss or damage suffered or incurred (or alleged), directly or indirectly, as a result of the exercise of such discretion.

If the verification of identity requirements apply, failure to provide the necessary evidence of identity within a reasonable time may result in delays in the despatch of share certificates or in crediting CREST accounts. If, within a reasonable time following a request for verification of identity, the Receiving Agent has not received evidence satisfactory to it as aforesaid, the Company may, in its absolute discretion, treat the relevant application as invalid, in which event the monies payable on acceptance of the Open Offer (including any application under the Excess Application Facility) will be returned (at the acceptors risk) without interest to the account of the bank or building society on which the relevant cheque or banker’s draft was drawn.

**Submission of an Open Offer Application Form with the appropriate remittance will constitute a warranty to each of the Company, the Receiving Agent, Peel Hunt, N+1 Singer**

**and Nplus1 Singer Advisory LLP from the applicant that the Money Laundering Regulations will not be breached by application of such remittance.**

The verification of identity requirements will not usually apply:

- 5.1.1 if the applicant is an organisation required to comply with the Money Laundering Regulations;
- 5.1.2 if the acceptor is a regulated United Kingdom broker or intermediary acting as agent and is itself subject to the Money Laundering Regulations;
- 5.1.3 if the applicant (not being an applicant who delivers his application in person) makes payment by way of a cheque drawn on an account in the applicant's name; or
- 5.1.4 if the aggregate subscription price for the new Ordinary Shares is less than €15,000 (approximately £13,000).

In other cases the verification of identity requirements may apply. If payment is made by cheque or banker's draft in Sterling drawn on a branch in the United Kingdom of a bank or building society which bears a UK bank sort code number in the top right hand corner the following applies. Cheques should be made payable to "**LMS Re: Augmentum Fintech Open Offer A/C**" and crossed "A/C payee only". Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the back of the cheque/banker's draft to such effect. The account name should be the same as that shown on the Open Offer Application Form.

If you have any queries in this regard, please contact the Receiving Agent on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. **Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.**

If the Open Offer Application Form(s) is/are in respect of new Ordinary Shares under the Open Offer with an aggregate subscription price of the Sterling equivalent of €15,000 (approximately £13,000) or more and is/are lodged by hand by the acceptor in person, or if the Open Offer Application Form(s) in respect of new Ordinary Shares is/are lodged by hand by the acceptor and the accompanying payment is not the acceptor's own cheque, the acceptor should be prepared to present evidence of identity bearing a photograph (for example, a passport) and separate proof of address.

If, within a reasonable period of time following a request for verification of identity, and in any case by no later than 11.00 a.m. on 8 July 2021, the Receiving Agent has not received evidence satisfactory to it as aforesaid, the Receiving Agent under instructions from the Company may, at its discretion, reject the relevant application, in which event the monies submitted in respect of that application will be returned, at the risk of the applicant, without interest to the account at the drawee bank from which such monies were originally debited (without prejudice to the rights of the Company to undertake proceedings to recover monies in respect of the loss suffered by it as a result of the failure to produce satisfactory evidence as aforesaid).

## **5.2 Open Offer Entitlements in CREST**

If you hold your Open Offer Entitlement in CREST and apply for new Ordinary Shares in respect of some or all of your Open Offer Entitlement as agent for one or more persons and you are not a UK or EU regulated person or institution (e.g. a UK financial institution), then, irrespective of the value of the application, the Receiving Agent is obliged to take reasonable measures to establish the identity of the person or persons on whose behalf you are making the application. You must therefore contact the Receiving Agent before sending any USE or other instruction so that appropriate measures may be taken.

Submission of a USE instruction which on its settlement constitutes a valid application as described above constitutes a warranty and undertaking by the applicant to the Company, the Receiving Agent, Peel Hunt, N+1 Singer and Nplus1 Singer Advisory LLP to provide promptly to the Receiving Agent such information as may be specified by the Receiving Agent as being required for the purposes of

the Money Laundering Regulations. Pending the provision of evidence satisfactory to the Receiving Agent as to identity, the Receiving Agent may in its absolute discretion take, or omit to take, such action as it may determine to prevent or delay issue of the new Ordinary Shares concerned. If satisfactory evidence of identity has not been provided within a reasonable time, then the application for the new Ordinary Shares represented by the USE instruction will not be valid. This is without prejudice to the right of the Company to take proceedings to recover any loss suffered by it as a result of failure to provide satisfactory evidence.

## **6 Overseas Shareholders**

This document has been approved by the FCA in accordance with the UK Prospectus Regulation. The information set out in this paragraph 6 is intended as a general guide only and any Overseas Shareholders who are in any doubt as to their position should consult their professional advisers without delay.

### **6.1 General**

**The distribution of the Prospectus and the making of the Open Offer to persons who have registered addresses in, or who are resident or ordinarily resident in, or citizens of, or which are corporations, partnerships or other entities created or organised under the laws of countries other than the United Kingdom or to persons who are nominees of or custodians, trustees or guardians for citizens, residents in or nationals of countries other than the United Kingdom may be affected by the laws or regulatory requirements of the relevant jurisdictions. Those persons should consult their professional advisers as to whether they require any governmental or other consents or need to observe any applicable legal requirements or other formalities to enable them to apply for new Ordinary Shares under the Open Offer.**

No action has been or will be taken by the Company, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP or any other person, to permit a public offering or distribution of the Prospectus (or any other offering or publicity materials or application form(s) relating to the new Ordinary Shares under the Open Offer or new Ordinary Shares to be issued under the Offer for Subscription) in any jurisdiction where action for that purpose may be required, other than in the United Kingdom.

No public offer of new Ordinary Shares is being made by virtue of the Prospectus or the Open Offer Application Form in or into the United States or any other Restricted Jurisdiction.

Receipt of the Prospectus and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements to a stock account in CREST will not constitute an invitation or offer of securities for subscription, sale or purchase in those jurisdictions in which it would be illegal to make such an invitation or offer and, in those circumstances, the Prospectus and/or the Open Offer Application Form must be treated as sent for information only and should not be copied or redistributed.

Open Offer Application Forms will not be sent to, and Open Offer Entitlements and Excess CREST Open Offer Entitlements will not be credited to stock accounts in CREST of, persons with registered addresses in the United States or any other Restricted Jurisdiction or their agent or intermediary, except where the Company is satisfied that such action would not result in the contravention of any registration or other legal requirement in any jurisdiction.

No person receiving a copy of the Prospectus and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements and Excess CREST Open Offer Entitlements to a stock account in CREST in any territory other than the United Kingdom may treat the same as constituting an invitation or offer, nor in any event use any such Open Offer Application Form and/or credit of Open Offer Entitlements and/or of Excess CREST Open Offer Entitlements to a stock account in CREST unless, in the relevant territory, unless such an invitation or offer could lawfully be made to that person and such Open Offer Application Form and/or credit of Open Offer Entitlements and/or Excess CREST Open Offer Entitlements to a stock account in CREST could lawfully be used, and any transaction resulting from such use could be effected, without contravention of any registration or other legal or regulatory requirements. In circumstances where an invitation or offer would contravene any registration or other legal or regulatory requirements, the Prospectus and/or the Open Offer Application Form must be treated as sent for information only and should not be copied or redistributed.

It is the responsibility of any person (including, without limitation, custodians, agents, nominees and trustees) outside the United Kingdom wishing to apply for new Ordinary Shares under the Open Offer to satisfy himself or herself as to the full observance of the laws of any relevant territory in connection therewith, including obtaining any governmental or other consents that may be required, observing any other formalities required to be observed in such territory and paying any issue, transfer or other taxes due in such territory.

None of the Company, Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP, nor any of their respective representatives is making any representation to any offeree or purchaser of the new Ordinary Shares regarding the legality of an investment in the new Ordinary Shares by such offeree or purchaser under the laws applicable to such offeree or purchaser.

Persons (including, without limitation, custodians, agents, nominees and trustees) receiving a copy of the Prospectus and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements and/or Excess CREST Open Offer Entitlements to a stock account in CREST, in connection with the Open Offer or otherwise, should not distribute or send either of those documents nor transfer Open Offer Entitlements and/or Excess CREST Open Offer Entitlements in or into any jurisdiction where to do so would or might contravene local securities laws or regulations. If a copy of the Prospectus and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements and/or Excess CREST Open Offer Entitlements to a stock account in CREST is received by any person in any such territory, or by his or her custodian, agent, nominee or trustee, he or she must not seek to apply for new Ordinary Shares in respect of the Open Offer unless the Company or Peel Hunt or N+1 Singer or Nplus1 Singer Advisory LLP determine that such action would not violate applicable legal or regulatory requirements. Any person (including, without limitation, custodians, agents, nominees and trustees) who does forward a copy of the Prospectus and/or an Open Offer Application Form and/or transfers Open Offer Entitlements and/or Excess CREST Open Offer Entitlements into any such territory, whether pursuant to a contractual or legal obligation or otherwise, should draw the attention of the recipient to the contents of this Part 4 and specifically the contents of this paragraph 6.

The Company reserves the right to treat as invalid any application or purported application for new Ordinary Shares that appears to the Company or its agents to have been executed, effected, or despatched from or in relation to the United States or any other Restricted Jurisdiction or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements or if it provides an address for delivery of the share certificates relating to new Ordinary Shares (or in the case of a credit of Open Offer Entitlements and/or Excess CREST Open Offer Entitlements to a stock account in CREST, to a CREST member whose registered address would be), in the United States or any other Restricted Jurisdiction or any other jurisdiction outside the United Kingdom in which it would be unlawful to deliver such share certificates or make such a credit.

Notwithstanding any other provision of this Securities Note or the relevant Open Offer Application Form, the Company reserves the right to permit any person to apply for new Ordinary Shares in respect of the Open Offer if the Company, in its sole and absolute discretion, is satisfied that the transaction in question is exempt from, or not subject to, the legislation or regulations giving rise to the restrictions in question.

Overseas Shareholders who wish, and are permitted, to apply for new Ordinary Shares should note that payment must be made in Sterling denominated cheques or bankers' drafts or where such Overseas Shareholder is a CREST Shareholder, through CREST.

## 6.2 **United States**

The new Ordinary Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, accordingly, may not be offered or sold, re-sold, taken up, transferred, delivered or distributed, directly or indirectly, into or within the United States.

Accordingly, the Company is not extending the Open Offer into the United States and neither the Prospectus nor the Open Offer Application Form nor a credit of Open Offer Entitlements and/or Excess CREST Open Offer Entitlements to a stock account in CREST constitutes or will constitute an offer or

an invitation to apply for or an offer or an invitation to acquire any new Ordinary Shares in the United States. Neither the Prospectus nor an Open Offer Application Form, will be sent to, and no Open Offer Entitlements and/or Excess CREST Open Offer Entitlements and/or new Ordinary Shares will be credited to, a stock account in CREST of, any Shareholder with a registered address in the United States. Open Offer Application Forms sent from or postmarked in the United States will be invalid and all persons acquiring new Ordinary Shares and wishing to hold such new Ordinary Shares in registered form must provide an address for registration of the new Ordinary Shares issued upon exercise thereof outside the United States.

Any person who acquires new Ordinary Shares under the Open Offer or Excess Application Facility declares, warrants and agrees, by accepting delivery of the Prospectus or the Open Offer Application Form or a credit of Open Offer Entitlements and/or Excess CREST Open Offer Entitlements to a stock account in CREST and delivery of the new Ordinary Shares, that they are not, and that at the time of acquiring the new Ordinary Shares they will not be, in the United States or acting on behalf of, or for the account or benefit of a person on a non-discretionary basis in the United States or any state of the United States.

The Company reserves the right to treat as invalid any Open Offer Application Form that appears to the Company or its agents to have been executed in, or despatched from, the United States, or that provides an address in the United States for the receipt of new Ordinary Shares, or which does not make the warranty set out in the Open Offer Application Form to the effect that the person completing the Open Offer Application Form does not have a registered address and is not otherwise located in the United States and is not acquiring the new Ordinary Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such new Ordinary Shares in the United States or where the Company believes acceptance of such Open Offer Application Form may infringe applicable legal or regulatory requirements.

The Company will not be bound to allot or issue any new Ordinary Shares to any person with an address in, or who is otherwise located in, the United States in whose favour an Open Offer Application Form or a credit of Open Offer Entitlements and/or Excess CREST Open Offer Entitlements to a stock account in CREST or any new Ordinary Shares may be transferred. In addition, the Company and the Banks reserve the right to reject any USE instruction sent by or on behalf of any CREST member with a registered address in the United States in respect of the new Ordinary Shares.

### 6.3 **Restricted Jurisdictions**

The new Ordinary Shares have not been and will not be registered under the relevant laws of any Restricted Jurisdiction or any state, province or territory thereof and may not be offered, sold, resold, delivered or distributed, directly or indirectly, in or into any Restricted Jurisdiction or to, or for the account or benefit of, any person with a registered address in, or who is resident or ordinarily resident in, or a citizen of, any Restricted Jurisdiction except pursuant to an applicable exemption. No offer of new Ordinary Shares is being made by virtue of the Prospectus or the Open Offer Application Form or a credit of Open Offer Entitlements and/or Excess CREST Open Offer Entitlements to a stock account in CREST into any Restricted Jurisdiction.

### 6.4 **Other overseas jurisdictions**

Open Offer Application Forms will be sent to Qualifying non-CREST Shareholders and Open Offer Entitlements and/or Excess CREST Open Offer Entitlements will be credited to the stock account in CREST of Qualifying CREST Shareholders. Shareholders in jurisdictions other than the United Kingdom may, subject to the laws of their relevant jurisdiction, take up new Ordinary Shares under the Open Offer in accordance with the instructions set out in this Securities Note and the Open Offer Application Form.

**Shareholders who have registered addresses in, or who are resident or ordinarily resident in, or citizens of countries other than the United Kingdom should consult appropriate professional advisers as to whether they require any governmental or other consents or need to observe any other formalities to enable them to apply for any new Ordinary Shares in respect of the Open Offer.**

## 6.5 **Representations and warranties relating to Overseas Shareholders**

### 6.5.1 *Non-CREST Shareholders*

Any person completing and returning an Open Offer Application Form or requesting registration of the new Ordinary Shares comprised therein represents and warrants to the Company, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Receiving Agent that, except where proof has been provided to the Company's satisfaction that such person's use of the Open Offer Application Form will not result in the contravention of any applicable legal requirements in any jurisdiction: (i) such person is not requesting registration of the relevant new Ordinary Shares from within the United States or any other Restricted Jurisdiction; (ii) such person is not in any territory in which it is unlawful to make or accept an offer to acquire new Ordinary Shares in respect of the Open Offer or to use the Open Offer Application Form in any manner in which such person has used or will use it; (iii) such person is not acting on a non-discretionary basis for a person located within the United States or any other Restricted Jurisdiction (except as agreed with the Company) or any territory referred to in (ii) above at the time the instruction to accept was given; and (iv) such person is not acquiring new Ordinary Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such new Ordinary Shares into any of the above territories. The Company and/or the Receiving Agent may treat as invalid any acceptance or purported acceptance of the allotment of new Ordinary Shares comprised in an Open Offer Application Form if it: (i) appears to the Company or its agents to have been executed, effected or despatched from the United States or any other Restricted Jurisdiction or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements; or (ii) provides an address in the United States or any other Restricted Jurisdiction for delivery of the share certificates (or any other jurisdiction outside the United Kingdom in which it would be unlawful to deliver such share certificates); or (iii) purports to exclude the warranty required by this sub-paragraph 6.5(a).

### 6.5.2 *CREST Shareholders*

A CREST member or CREST sponsored member who makes a valid acceptance in accordance with the procedures set out in this Part 4 represents and warrants to the Company, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Receiving Agent that, except where proof has been provided to the Company's satisfaction that such person's acceptance will not result in the contravention of any applicable legal requirement in any jurisdiction: (i) he or she is not located within the United States or any other Restricted Jurisdiction; (ii) he or she is not in any territory in which it is unlawful to make or accept an offer to acquire new Ordinary Shares; (iii) he or she is not accepting on a non-discretionary basis for a person located within the United States or any other Restricted Jurisdiction (except as otherwise agreed with the Company) or any territory referred to in (ii) above at the time the instruction to accept was given; and (iv) he or she is not acquiring any new Ordinary Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such new Ordinary Shares into any of the above territories.

## 6.6 **Waiver**

The provisions of this paragraph 6 and of any other terms of the Open Offer relating to Overseas Shareholders may be waived, varied or modified as regards specific Shareholders or on a general basis by the Company and/or Peel Hunt and/or N+1 Singer and/or Nplus1 Singer Advisory LLP in their absolute discretion. Subject to this, the provisions of this paragraph 6 supersede any terms of the Open Offer inconsistent herewith. References in this paragraph 6 to Shareholders shall include references to the person or persons executing an Open Offer Application Form and, in the event of more than one person executing an Open Offer Application Form, the provisions of this paragraph 6 shall apply to them jointly and to each of them.

## 7 **Withdrawal rights**

There are only limited rights of withdrawal associated with the Initial Issue. Shareholders wishing to exercise or direct the exercise of statutory withdrawal rights pursuant to Article 23 of the UK Prospectus Regulation after the issue by the Company of a prospectus supplementary to the Prospectus must do so by lodging a

written notice of withdrawal within two Business Days commencing on the Business Day after the date on which the supplementary prospectus is published. The notice of withdrawal must be deposited by post to Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL or by email to **withdraw@linkgroup.co.uk** so as to be received before the end of the withdrawal period. Please call the Receiving Agent on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. **Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.** Notice of withdrawal given by any other means or which is deposited with the Receiving Agent after expiry of such period will not constitute a valid withdrawal, provided that the Company will not permit the exercise of withdrawal rights after payment by the relevant person for the new Ordinary Shares applied for in full and the allotment of such new Ordinary Shares to such person becoming unconditional save to the extent required by statute. In such event, Shareholders are advised to seek independent legal advice.

## **8 Admission, settlement and dealings**

The result of the Initial Issue is expected to be announced on 9 July 2021. Applications will be made to the FCA for the new Ordinary Shares to be admitted to the premium listing segment on the Official List and to the London Stock Exchange to be admitted to trading on the London Stock Exchange's main market. It is expected that Initial Admission will become effective, and that dealings in the new Ordinary Shares will commence, at 8.00 a.m. on 13 July 2021.

Open Offer Entitlements held in CREST are expected to be disabled in all respects after 11.00 a.m. on 8 July 2021 (the latest date for applications under the Open Offer). If the condition(s) to the Open Offer described above are satisfied, new Ordinary Shares will be issued in uncertificated form to those persons who submitted a valid application for new Ordinary Shares by utilising the CREST application procedures and whose applications have been accepted by the Company. The Receiving Agent will instruct Euroclear to credit the appropriate stock accounts of such persons with such persons' entitlements to new Ordinary Shares with effect from Initial Admission (expected to be at 8.00 a.m. on 13 July 2021). The stock accounts to be credited will be accounts under the same CREST participant IDs and CREST member account IDs in respect of which the USE instruction was given.

Notwithstanding any other provision of this Securities Note, the Company reserves the right to send Qualifying CREST Shareholders an Open Offer Application Form instead of crediting the relevant stock account with Open Offer Entitlements, and to allot and/or issue any new Ordinary Shares in certificated form. In normal circumstances, this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or of any part of CREST) or on the part of the facilities and/or systems operated by the Registrar in connection with CREST.

For Qualifying non-CREST Shareholders who have applied by using an Open Offer Application Form, share certificates in respect of the new Ordinary Shares validly applied for are expected to be despatched in the week commencing 19 July 2021. No temporary documents of title will be issued and, pending the issue of definitive certificates, transfers will be certified against the UK share register of the Company. All documents or remittances sent by or to applicants or as they may direct, will be sent through the post at their own risk. For more information as to the procedure for application, Qualifying non-CREST Shareholders are referred to paragraph 4.1 above and their respective Open Offer Application Form.

## **9 Times and dates**

The Company shall, in agreement with the Banks and after consultation with its financial and legal advisers, be entitled to amend the dates that Open Offer Application Forms are despatched or amend or extend the latest date for acceptance under the Open Offer and all related dates set out in this Securities Note and in such circumstances shall notify the FCA and make an announcement on an RIS and, if appropriate, to Shareholders but Qualifying Shareholders may not receive any further written communication.

## **10 Taxation**

Certain statements regarding United Kingdom taxation in respect of the new Ordinary Shares and the Open Offer are set out in Part 6 of this Securities Note. Shareholders who are in any doubt as to their tax position in relation to taking up their entitlements under the Open Offer or who are subject to tax in any jurisdiction other than the United Kingdom, should immediately consult a suitable professional adviser.

## **11 Further information**

Your attention is drawn to the further information set out in the Prospectus and also, in the case of Qualifying non-CREST Shareholders and other Shareholders to whom the Company has sent Open Offer Application Forms, to the terms, conditions and other information printed on the accompanying Open Offer Application Form.

## **12 Governing law and jurisdiction**

The terms and conditions of the Open Offer as set out in this Securities Note, the Open Offer Application Form and any non-contractual obligation related thereto shall be governed by, and construed in accordance with, English law. The courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Open Offer, the Prospectus or the Open Offer Application Form. By taking up new Ordinary Shares by way of their Open Offer Entitlement, in accordance with the instructions set out in this Securities Note and, where applicable, the Open Offer Application Form, Qualifying Shareholders irrevocably submit to the jurisdiction of the courts of England and Wales and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

## PART 5

### TERMS AND CONDITIONS OF APPLICATION FOR THE OFFER FOR SUBSCRIPTION UNDER THE INITIAL ISSUE

#### 1 Introduction

- 1.1 Ordinary Shares are available under the Offer for Subscription at the Issue Price. The Ordinary Shares will, when issued and fully paid, include the right to receive all dividends or other distributions made, paid or declared, if any, by reference to a record date after the date of their issue.
- 1.2 Applications to acquire Ordinary Shares must be made on the Offer for Subscription Application Form attached as Appendix 1 to this document or otherwise published by the Company.
- 1.3 The Share Issuance Programme referred to in this Securities Note may be implemented by subsequent offers for subscription, the terms of which will be published at the time of any such further offer for subscription pursuant to the Share Issuance Programme.

#### 2 Offer for Subscription to acquire shares

- 2.1 By completing and delivering an Application Form, you, as the applicant, and, if you sign the Application Form on behalf of another person or a corporation, that person or corporation:
  - 2.1.1 offer to subscribe for such number of new Ordinary Shares (rounded down to the nearest whole number) as shall have an aggregate value, at the Issue Price, equal (as nearly as practicable) to the amount specified in Box 1 of your Application Form, or such lesser number for which such application is accepted, on the terms, and subject to the conditions, set out in this Securities Note, including these terms and conditions of application and the Articles;
  - 2.1.2 agree that, in consideration for the Company agreeing that it will not offer any Ordinary Shares to any person other than by means of the procedures referred to in this Securities Note, your application may not be revoked, subject to your statutory right of withdrawal in the event of publication of a supplementary prospectus by the Company, and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to or, in the case of delivery by hand, on receipt by the Receiving Agent of your Application Form;
  - 2.1.3 undertake to pay the Issue Price for the Ordinary Shares (in full on application) in respect of which your application is accepted and warrant that the remittance accompanying your Application Form will be honoured on first presentation and agree that if such remittance is not so honoured you will not be entitled to receive a share certificate for the Ordinary Shares applied for in certificated form or be entitled to commence dealing in Ordinary Shares applied for in uncertificated form or to enjoy or receive any rights in respect of such Ordinary Shares unless and until you make payment in cleared funds for such Ordinary Shares and such payment is accepted by the Receiving Agent (which acceptance shall be in its absolute discretion and on the basis that you indemnify the Receiving Agent, the Company, Peel Hunt, N+1 Singer and Nplus1 Singer Advisory LLP against all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of your remittance to be honoured on first presentation) and the Company may (without prejudice to any other rights it may have) avoid the agreement to allot the Ordinary Shares and may allot them to some other person, in which case you will not be entitled to any refund or payment in respect thereof (other than the refund by a cheque drawn on a branch of a UK clearing bank to the bank account name from which they were first received at your risk of any proceeds of the remittance which accompanied your Application Form, without interest);
  - 2.1.4 agree that, where on your Application Form a request is made for Ordinary Shares to be deposited into a CREST account (a) the Receiving Agent may in its absolute discretion amend the form so that such Ordinary Shares may be issued in certificated form registered in the name(s) of the holder(s) specified in your Application Form (and recognise that the Receiving Agent will so amend the form if there is any delay in satisfying the identity of the applicant or

the owner of the CREST account or in receiving your remittance in cleared funds); and (b) the Receiving Agent, the Company, Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP may authorise your financial adviser or whoever he or she may direct to send a document of title for or credit your CREST account in respect of, the number of Ordinary Shares for which your application is accepted, and/or a crossed cheque for any monies returnable, by post at your risk to your address set out on your Application Form;

- 2.1.5 agree, in respect of applications for Ordinary Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph 2.1.4 of this paragraph 2.1 to issue Ordinary Shares in certificated form), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in your Application Form may become entitled (and any monies returnable to you) may be retained by the Receiving Agent:
  - (a) pending clearance of your remittance;
  - (b) pending investigation of any suspected breach of the warranties contained in paragraphs 6.1, 6.2, 6.3, 6.8, 6.13, 6.15 or 6.16 below or any other suspected breach of these terms and conditions of application; or
  - (c) pending any verification of identity which is, or which the Receiving Agent considers may be, required for the purpose of the Money Laundering Regulations and any other regulations applicable thereto, and any interest accruing on such retained monies shall accrue to and for the benefit of the Company;
- 2.1.6 agree, on the request of the Receiving Agent, to disclose promptly in writing to it such information as the Receiving Agent may request in connection with your application and authorise the Receiving Agent to disclose any information relating to your application which it may consider appropriate;
- 2.1.7 agree that if evidence of identity satisfactory to the Receiving Agent is not provided to the Receiving Agent within a reasonable time (in the opinion of the Receiving Agent) following a request therefor, the Receiving Agent or the Company may terminate the agreement with you to allot Ordinary Shares and, in such case, the Ordinary Shares which would otherwise have been allotted to you may be re-allotted or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned by a cheque drawn on a branch of a UK clearing bank to the bank account name on which the payment accompanying the application was first drawn without interest and at your risk;
- 2.1.8 agree that you are not applying on behalf of a person engaged in money laundering;
- 2.1.9 undertake to ensure that, in the case of an Application Form signed by someone else on your behalf, the original of the relevant power of attorney (or a complete copy certified by a solicitor or notary) is enclosed with your Application Form together with full identity documents for the person so signing;
- 2.1.10 undertake to pay interest at the rate described in paragraph 3.3 below if the remittance accompanying your Application Form is not honoured on first presentation;
- 2.1.11 authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of Ordinary Shares for which your application is accepted or if you have completed section 3B on your Application Form, but subject to paragraph 2.1.4) above, to deliver the number of Ordinary Shares for which your application is accepted into CREST, and/or to return any monies returnable by a cheque drawn on a branch of a UK clearing bank to the bank account name from which such monies were first received without interest and at your risk;
- 2.1.12 confirm that you have read and complied with paragraph 8 below;
- 2.1.13 agree that all subscription cheques will be processed through a bank account (the "**Acceptance Account**") in the name of "**LMS Re: Augmentum Fintech OFS A/C**" opened by the Receiving Agent;
- 2.1.14 agree that your Application Form is addressed to the Company and the Receiving Agent; and
- 2.1.15 agree that any application may be rejected in whole or in part at the sole discretion of the Company.

### **3 Acceptance of your offer**

- 3.1 The Receiving Agent may, on behalf of the Company, accept your offer to subscribe (if your application is received (accompanied by the validly completed Tax Residency Self-Certification Form if required), valid (or treated as valid), processed and not rejected) by notifying the FCA through a Regulatory Information Service of the basis of allocation (in which case the acceptance will be on that basis).
- 3.2 The basis of allocation will be determined by the Company in consultation with Peel Hunt, N+1 Singer and the Portfolio Manager. The right is reserved, notwithstanding the basis as so determined, to reject in whole or in part and/or scale back any application. The right is reserved to treat as valid any application not complying fully with these terms and conditions of application or not in all respects completed or delivered in accordance with the instructions accompanying the Application Form. In particular, but without limitation, the Company may accept:
  - 3.2.1 an application made otherwise than by completion of an Application Form where you have agreed with the Company in some other manner to apply in accordance with these terms and conditions of application; and
  - 3.2.2 an application for less than £1,000, or which is for more than £1,000 but not a multiple of £1,000.
- 3.3 The Receiving Agent will present all cheques and bankers' drafts for payment on receipt and will retain documents of title and surplus monies pending clearance of successful applicants' payment. The Receiving Agent may, as agent of the Company, require you to pay interest or its other resulting costs (or both) if the payment accompanying your application is not honoured on first presentation. If you are required to pay interest you will be obliged to pay the amount determined by the Receiving Agent to be the interest on the amount of the payment from the date on which all payments in cleared funds are due to be received until the date of receipt of cleared funds. The rate of interest will be two percentage points above the then published bank base rate of a clearing bank selected by Link Group.
- 3.4 All payments must be in Sterling and cheques or banker's drafts should be payable to "**LMS Re: Augmentum Fintech OFS A/C**". Cheques or banker's drafts must be drawn on an account where the applicant has sole or joint-title to the funds and on an account at a branch of a bank or building society in the United Kingdom, the Channel Islands or the Isle of Man which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which is a member of either of the Committees of Scottish or Belfast clearing houses or which has arranged for its cheques and banker's drafts to be cleared through the facilities provided by any of those companies or committees and must bear the appropriate sort code in the top right hand corner. Third party cheques may not be accepted, with the exception of building society cheques or banker's drafts where the building society or bank has inserted the full name of the building society or bank account holder on the back of the cheque or draft and have added the building society or bank branch stamp. The name of the building society or bank account holder must be the same as the name of the current shareholder or prospective investor. Please do not send cash. Cheques or banker's drafts will be presented for payment upon receipt. The Company reserves the right to instruct the Receiving Agent to seek special clearance of cheques and banker's drafts to allow the Company to obtain value for remittances at the earliest opportunity. It is a term of the Offer for Subscription that cheques shall be honoured on first presentation, and the Company may elect in its absolute discretion to treat as invalid acceptances in respect of which cheques are not so honoured.
- 3.5 For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 11.00 a.m. on 8 July 2021 to the CHAPS bank account details of Link Group, given on section 5(b) of the Application Form. Applicants wishing to make a CHAPS payment must provide Link with proof of source of funds as per the notes on section 5(b) of the Application Form. Evidence of the source of funds will also be required. Typically, this will be a copy of the remitting bank account statement clearly identifying the applicant's name, the value of the debit (equal to the application value) and the crediting account details or application reference. A photocopy of the transaction can be enclosed with your application or a pdf copy can also be scanned and emailed to [operationalsupportteam@linkgroup.co.uk](mailto:operationalsupportteam@linkgroup.co.uk), providing your completed original Application Form has already been delivered to Link Group. Photographs of the electronic transfer are not acceptable.

The terms and conditions of application require that applicants provide cleared funds in support of each application. You should instruct the bank to transfer funds so that they will have taken place (and

funds settled) to coincide with the delivery of your Application Form to the Receiving Agent and by no later than 11.00 a.m. on 8 July 2021. It is recommended that such transfers are actioned within 24 hours of posting your application.

When arranging the transfer, **you must instruct your bank to provide a reference with the transfer** which is the same as the reference you enter in section 5B of the Application Form (using your initials and contact telephone number e.g. MJSmith 01234 5678910). This reference is used by Link to match your payment with an application, and failure to provide a matching reference may delay Link's ability to process your application and result in it not being accepted. If your reference can not be matched by Link to an application, this will be rejected back to the remitting account before the Offer for Subscription closes.

Any delay in providing monies may affect acceptance of the application. If the Receiving Agent is unable to match your application with a bank payment, there is a risk that your application could be delayed or will not be treated as a valid application and may be rejected by the Company and/or the Receiving Agent.

**Please Note –** you should check with your bank regarding any limits imposed on the level and timing of transfers allowed from your account (for example, some banks apply a maximum transaction or daily limit, and you may need to make the transfer as more than one payment).

- 3.6 Should you wish to apply for Ordinary Shares by delivery versus payment method ("DVP"), you will need to input the DVP instructions into the CREST system in accordance with your Application. The input returned by Link Group of a matching or acceptance instruction to our CREST input will then allow the delivery of your Ordinary Shares to your CREST account against payment of the Issue Price through the CREST system upon the relevant settlement date.
- 3.7 By returning your Application Form you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of Ordinary Shares to be made prior to 11.00 a.m. on 8 July 2021 against payment of the Issue Price. Failure by you to do so will result in you being charged interest at the rate of two percentage points above the then published bank base rate of a clearing bank selected by the Receiving Agent.

#### **4 Conditions**

- 4.1 The contracts created by the acceptance of applications (in whole or in part) under the Offer for Subscription will be conditional upon:
  - (a) the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 8 July 2021;
  - (b) Initial Admission occurring by 8.00 a.m. on 13 July 2021 (or such later time or date as the Company and the Banks may agree (not being later than 8.00 a.m. on 13 August 2021)); and
  - (c) the Share Issuance Agreement becoming otherwise unconditional in respect of the Initial Issue, and not being terminated in accordance with its terms before Initial Admission.
- 4.2 You will not be entitled to exercise any remedy of rescission for innocent misrepresentation (including pre-contractual representations) at any time after acceptance. This does not affect any other right you may have.

#### **5 Return of application monies**

Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest by returning your cheque, or by crossed cheque in your favour, by post at the risk of the person(s) entitled thereto, without interest within 14 days, or in the case of a CHAPS payment, back to your originating bank account. In the meantime, application monies will be retained by the Receiving Agent in a separate non-interest bearing account.

## 6 Warranties

By completing an Application Form, you:

- 6.1 undertake and warrant that, if you sign the Application Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these terms and conditions of application and undertake to enclose your power of attorney or other authority or a complete copy thereof duly certified by a solicitor or notary;
- 6.2 warrant, if the laws of any territory or jurisdiction outside the UK, the Channel Islands or the Isle of Man are applicable to your application, that you have complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action or omitted to take any action which will result in the Company or the Receiving Agent or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside of the UK, the Channel Islands or the Isle of Man in connection with the Offer for Subscription in respect of your application;
- 6.3 confirm that (save for advice received from your financial adviser (if any)) in making an application you are not relying on any information or representations in relation to the Company other than those contained in the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission (on the basis of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for the Prospectus or any part thereof or any supplementary prospectus published by the Company prior to Initial Admission or any part thereof shall have any liability for any such other information or representation;
- 6.4 agree that, having had the opportunity to read the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission, you shall be deemed to have had notice of all information and representations contained therein;
- 6.5 acknowledge that no person is authorised in connection with the Offer for Subscription to give any information or make any representation other than as contained in the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP, the Portfolio Manager or the Receiving Agent;
- 6.6 warrant that you are not under the age of 18 on the date of your application;
- 6.7 agree that all documents and monies sent by post to, by or on behalf of the Company or the Receiving Agent, will be sent at your risk and, in the case of documents and returned application cheques and payments to be sent to you, may be sent to you at your address (or, in the case of joint holders, the address of the first-named holder) as set out in your Application Form;
- 6.8 warrant that you are not applying as, or as nominee or agent of, a person who is or may be a person mentioned in any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depositary receipt and clearance services);
- 6.9 confirm that you have reviewed the restrictions contained in paragraph 8 below and warrant, to the extent relevant, that you (and any person on whose behalf you apply) comply or complied with the provisions therein;
- 6.10 agree that, in respect of those Ordinary Shares for which your Application Form has been received and processed and not rejected, acceptance of your Application Form shall be constituted by the Company instructing the Registrar to enter your name on the Register;
- 6.11 agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer for Subscription and any non-contractual obligations existing under or in connection therewith shall be governed by and construed in accordance with the laws of England and Wales and that you submit to the jurisdiction of the English Courts and agree that nothing shall limit the right of the Company to bring any action, suit or proceedings arising out of or in connection with any such applications, acceptances of applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;
- 6.12 irrevocably authorise the Company, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things

necessary to effect registration of any Ordinary Shares subscribed by or issued to you into your name and authorise any representatives of the Company and/or Peel Hunt and/or N+1 Singer and/or Nplus1 Singer Advisory LLP and/or the Receiving Agent to execute any documents required therefor and to enter your name on the Register;

- 6.13 agree to provide the Company with any information which it, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP or the Receiving Agent may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time to time) including without limitation satisfactory evidence of identity to ensure compliance with the Money Laundering Regulations;
- 6.14 warrant that, in connection with your application, you have observed the laws of all requisite territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action which will or may result in the Company, Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP, the Portfolio Manager or the Receiving Agent acting in breach of the regulatory or legal requirements of any territory in connection with the Offer for Subscription or your application;
- 6.15 agree that Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Receiving Agent are acting for the Company in connection with the Offer for Subscription and for no-one else and that they will not treat you as their customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of the Ordinary Shares or concerning the suitability of the Ordinary Shares for you or be responsible to you for the protections afforded to their customers;
- 6.16 warrant that the information contained in the Application Form is true and accurate;
- 6.17 agree that if you request that Ordinary Shares are issued to you on a date other than Initial Admission and such Ordinary Shares are not issued on such date that the Company and its agents and Directors will have no liability to you arising from the issue of such Ordinary Shares on a different date;
- 6.18 acknowledge that the key information document prepared by the AIFM pursuant to the UK PRIIPs Regulation can be provided to you in paper or by means of a website, but that where you are applying under the Offer for Subscription directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Application Form represents your consent to being provided the key information document via the website at <https://augmentum.vc>, or on such other website as has been notified to you. Where your application is made on an advised basis or through another intermediary, the terms of your engagement should address the means by which the key information document will be provided to you;
- 6.19 acknowledge that the content of the Prospectus is exclusively the responsibility of the Company and the Directors and, to the extent stated in paragraph 8.3 of Part 5 of the Registration Document, the Portfolio Manager, and none of Peel Hunt, N+1 Singer or Nplus1 Singer Advisory LLP nor any person acting on their behalf nor any of their affiliates are responsible for or shall have any liability for any information published by or on behalf of the Company and will not be liable for any decision to participate in the Offer for Subscription based on any information, representation or statement contained in the Prospectus or otherwise;
- 6.20 acknowledge and understand that the Company may be required to comply with international regimes for the automatic exchange of information (including FATCA and the Common Reporting Standard) and that the Company will comply with requirements to provide information to HMRC which may be passed on to other relevant tax authorities. You agree to furnish any information and documents the Company may from time to time request; and
- 6.21 agree that you are capable, or the underlying client(s) in the case of applications on behalf of professionally-advised private investors are capable themselves, of evaluating the merits and risks of an investment in the Company and have sufficient resources to be able to bear any losses which may result from the investment.

## **7 Money laundering**

- 7.1 You agree that, in order to ensure compliance with the Money Laundering Regulations, the Receiving Agent may at its absolute discretion require verification of identity of you as the applicant lodging an Application Form and further may request from you and you will assist in providing identification of:

- 7.1.1 the owner(s) and/or controller(s) (the “**payor**”) of any bank account not in the name of the holder(s) on which is drawn a payment by way of banker’s draft or cheque; or
- 7.1.2 where it appears to the Receiving Agent that a holder or the payor is acting on behalf of some other person or persons, such person or persons.

7.2 Anti-money laundering checks are required by law to be performed on certain financial transactions. The checks are undertaken to make sure investors are genuinely who they say they are and that any application monies have not been acquired illegally or that Link itself is not being used as part of criminal activity, most commonly the placement, layering and integration of illegally obtained money.

Whist Link may carry out checks on any application, they are usually only performed when dealing with application values above a certain threshold, commonly referred to as the anti-money laundering threshold which is the Sterling equivalent of €15,000 (currently approximately £13,000).

Link will make enquiries to credit reference agencies to meet its anti-money laundering obligations and the applicant may be required to provide an original or certified copy of their passport, driving licence and recent bank statements to support such enquiries. Anti-money laundering checks do not mean the investor is suspected of anything illegal and there is nothing to worry about.

The checks made at credit reference agencies leave an ‘enquiry footprint’ – an indelible record so that the investor can see who has checked them out. The enquiry footprint does not have any impact on their credit score or on their ability to get credit. Anti-money laundering checks appear as an enquiry/soft search on the investor’s credit report. The report may contain a note saying “Identity Check to comply with Anti-Money Laundering Regulations”.

- 7.3 Failure to provide the necessary evidence of identity may result in your application being rejected or delays in the despatch of documents or CREST account being credited.
- 7.4 Without prejudice to the generality of this paragraph 7, verification of the identity of holders and payors will be required if the value of the Ordinary Shares applied for, whether in one or more applications considered to be connected, exceeds €15,000 (approximately £13,000). If, in such circumstances, you use a building society cheque or banker’s draft you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the cheque or banker’s draft and adds its stamp. If, in such circumstances, the person whose account is being debited is not a holder you will be required to provide for both the holder and payor an original or copy of that person’s passport or driving licence certified by a solicitor and an original or certified copy of two of the following documents, no more than three months old, a gas, electricity, water or telephone (not mobile) bill, a recent bank statement or a council tax bill, in their name and showing their current address (which originals will be returned by post at the addressee’s risk) together with a signed declaration as to the relationship between the payor and you, the applicant.
- 7.5 For the purpose of the Money Laundering Regulations, a person making an application for Ordinary Shares will not be considered as forming a business relationship with either the Company or with the Receiving Agent but will be considered as effecting a one-off transaction with either the Company or with the Receiving Agent.
- 7.6 The person(s) submitting an application for Ordinary Shares will ordinarily be considered to be acting as principal in the transaction unless the Receiving Agent determines otherwise, whereupon you may be required to provide the necessary evidence of identity of the underlying beneficial owner(s).
- 7.7 If the amount being subscribed exceeds €15,000 (approximately £13,000) you should endeavour to have the declaration contained in Section 6 of the Application Form signed by an appropriate firm as described in that box.

## **8 Non United Kingdom, Channel Island and Isle of Man investors**

If you receive a copy of the Prospectus, including this Securities Note, or an Application Form in any territory other than the UK, the Channel Islands or the Isle of Man you may not treat it as constituting an invitation

or offer to you, nor should you, in any event, use an Application Form unless, in the relevant territory, such an invitation or offer could lawfully be made to you or an Application Form could lawfully be used without contravention of any registration or other legal requirements. It is your responsibility, if you are outside the UK, the Channel Islands or the Isle of Man and wish to make an application for Shares under the Offer for Subscription, to satisfy yourself as to full observance of the laws of any relevant territory or jurisdiction in connection with your application, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory.

None of the Shares have been or will be registered under the laws of a Restricted Jurisdiction or under the US Securities Act or with any securities regulatory authority of any state or other political subdivision of any Restricted Jurisdiction. Accordingly, unless an exemption under such act or laws is applicable, the Shares may not be offered, sold or delivered, directly or indirectly, within a Restricted Jurisdiction. If you subscribe for Shares you will, unless the Company and the Registrar agree otherwise in writing, be deemed to represent and warrant to the Company that you are outside the Restricted Jurisdictions, nor a resident of a Restricted Jurisdiction, not a US Person or a corporation, partnership or other entity organised under the laws of a Restricted Jurisdiction (or any political subdivision of a Restricted Jurisdiction) and that you are not subscribing for such Shares for the account of any person in a Restricted Jurisdiction, any resident of a Restricted Jurisdiction or any US Person and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Shares in or into a Restricted Jurisdiction or to any person resident in a Restricted Jurisdiction or to any US Person. Unless the Company and the Registrar agree otherwise in writing, no application will be accepted if it shows the applicant or a payor having an address in a Restricted Jurisdiction.

## **9 Data protection**

- 9.1 Each applicant acknowledges that it has been informed that, pursuant to the EU General Data Protection Regulation 2016/679 ("EU GDPR") and/or the EU GDPR as it forms part of the domestic law of the United Kingdom by virtue of the EUWA ("UK GDPR") and the UK Data Protection Act 2018 (as amended from time to time) (together, the "DP Legislation") the Company and/or the Registrar may hold personal data (as defined in the DP Legislation) relating to past and present Shareholders. Personal data may be retained on record for a period exceeding six years after it is no longer used (subject to any limitations on retention periods set out in applicable law). The Registrar will process such personal data at all times in compliance with DP Legislation and shall only process for the purposes set out below (collectively, the "Purposes"), being to:
  - 9.1.1 process its personal data to the extent and in such manner as is necessary for the performance of its obligations under its service contract, including as required by or in connection with its holding of Shares, including processing personal data in connection with credit and money laundering checks on it;
  - 9.1.2 communicate with it as necessary in connection with its affairs and generally in connection with its holding of Shares;
  - 9.1.3 to comply with the legal and regulatory obligations of the Company and/or the Registrar; and
  - 9.1.4 process its personal data for the Registrar's internal administration.
- 9.2 In order to meet the Purposes, it will be necessary for the Company and the Registrar to provide personal data to:
  - 9.2.1 third parties located either within, or outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared), if necessary for the Registrar to perform its functions, or when it is necessary for its legitimate interests, and in particular in connection with the holding of Shares; or
  - 9.2.2 its affiliates, the Company or the Portfolio Manager and their respective associates, some of which may be located outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared).
- 9.3 By becoming registered as a holder of Shares a person becomes a data subject (as defined in the DP Legislation). In providing the Registrar with information, each applicant hereby represents and warrants to the Registrar that it has (i) notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of any data protection notice

which has been provided by the Company and/or the Registrar; and (ii) where consent is legally required under applicable DP Legislation, it has obtained the consent of any data subject to the Registrar and its associates holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out above in this paragraph 9).

- 9.4 Each applicant acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the applicant is a natural person he or she has read and understood the terms of the Company's privacy notice which is available for review on the Company's website <https://augmentum.vc> ("Privacy Notice").
- 9.5 Each applicant acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the applicant is not a natural person it represents and warrants that:
  - 9.5.1 it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the applicant may act or whose personal data will be disclosed to the Company as a result of the applicant agreeing to subscribe for Shares; and
  - 9.5.2 the applicant has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.
- 9.6 Where the applicant acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, he/she/it shall, in respect of the personal data it processes in relation to or arising in relation to the Offer for Subscription:
  - 9.6.1 comply with all applicable data protection legislation;
  - 9.6.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
  - 9.6.3 if required, agree with the Company and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
  - 9.6.4 it shall immediately on demand, fully indemnify each of the Company and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company and/or the Registrar in connection with any failure by the applicant to comply with the provisions set out above.

## 10 United States purchase and transfer restrictions

- 10.1 By participating in the Offer for Subscription, each applicant acknowledges and agrees that it will be further deemed to represent and warrant to each of the Company, the Portfolio Manager and the Registrar that:
  - 10.1.1 it is not a US Person and it is acquiring the Ordinary Shares in an offshore transaction meeting the requirements of Regulation S and it is not acquiring the Ordinary Shares for the account or benefit of a US Person;
  - 10.1.2 it acknowledges that the Ordinary Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, US Persons absent registration or an exemption from registration under the US Securities Act;
  - 10.1.3 it acknowledges that the Company has not registered under the Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the Investment Company Act;
  - 10.1.4 unless the Company expressly consents otherwise in writing, no portion of the assets used to purchase, and no portion of the assets used to hold, the Ordinary Shares or any beneficial interest therein constitutes or will constitute the assets of: (a) an "employee benefit plan" as

defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (b) a “plan” as defined in Section 4975 of the Tax Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the Tax Code; or (c) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the Tax Code. In addition, if an applicant is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Tax Code, its purchase, holding, and disposition of the Ordinary Shares must not constitute or result in a non-exempt violation of any such substantially similar law;

10.1.5 if any Ordinary Shares offered and sold pursuant to Regulation S are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect, unless otherwise determined by the Company in accordance with applicable law:

“AUGMENTUM FINTECH PLC (THE “COMPANY”) HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US INVESTMENT COMPANY ACT OF 1940, AS AMENDED. IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED, OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.”;

10.1.6 if in the future the applicant decides to offer, sell, transfer, assign or otherwise dispose of its Ordinary Shares, it will do so only in compliance with an exemption from the registration requirements of the US Securities Act and under circumstances which will not require the Company to register under the US Investment Company Act. It acknowledges that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles;

10.1.7 it is purchasing the Ordinary Shares for its own account for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Ordinary Shares in any manner that would violate the US Securities Act, the Investment Company Act or any other applicable securities laws;

10.1.8 it acknowledges that the Company reserves the right to make inquiries of any holder of the Ordinary Shares or interests therein at any time as to such person’s status under US federal securities laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under US securities laws to transfer such Ordinary Shares or interests in accordance with the Articles;

10.1.9 it acknowledges and understands that the Company is required to comply with FATCA and agrees to furnish any information and documents the Company may from time to time request, including but not limited to information required under FATCA;

10.2 it is entitled to acquire the Ordinary Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Ordinary Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the Portfolio Manager, or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the Offer for Subscription or its acceptance of participation in the Offer for Subscription; and

10.3 it has received, carefully read and understands this document, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this document or any other presentation or offering materials concerning the Ordinary Shares to within the United States or to any US Persons, nor will it do any of the foregoing.

10.4 The Company, the Portfolio Manager, the Registrar and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

10.5 If any of the representations, warranties, acknowledgments or agreements made by the applicant are no longer accurate or have not been complied with, the applicant will immediately notify the Company.

## **11 Miscellaneous**

11.1 To the extent permitted by law, all representations, warranties and conditions, express or implied and whether statutory or otherwise (including, without limitation, pre-contractual representations but excluding any fraudulent representations), are expressly excluded in relation to the Ordinary Shares and the Offer for Subscription.

11.2 The rights and remedies of the Company and the Receiving Agent under these terms and conditions of application are in addition to any rights and remedies which would otherwise be available to any of them and the exercise or partial exercise of one will not prevent the exercise of others.

11.3 The Company reserves the right to extend the closing time and/or date of the Offer for Subscription from 11.00 a.m. on 8 July 2021. In that event, the new closing time and/or date will be notified through a Regulatory Information Service.

11.4 The Company may terminate the Offer for Subscription in its absolute discretion at any time prior to Initial Admission. If such right is exercised, the Offer for Subscription will lapse and any monies will be returned as indicated without interest at the risk of the applicant.

11.5 You agree that Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP and the Receiving Agent are acting for the Company in connection with the Initial Issue and no-one else and that none of Peel Hunt, N+1 Singer, Nplus1 Singer Advisory LLP or the Receiving Agent will treat you as its customer by virtue of such application being accepted or owe you any duties concerning the price of the Ordinary Shares or concerning the suitability of the Ordinary Shares for you or otherwise in relation to the Initial Issue or for providing the protections afforded to their customers.

11.6 Save where the context requires otherwise, terms used in these terms and conditions of application bear the same meaning as where used elsewhere in this Securities Note.

11.7 If you have any queries please contact Link Group on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of an investment in the Company nor give any financial, legal or tax advice.

## PART 6

### UK TAXATION

The following comments do not constitute tax advice. They are intended only as a general guide based on UK law and HMRC's published practice as at the date of this document. Both law and practice may change at any time.

Except where express reference is made to the position of non-UK residents, these comments relate only to Shareholders who are, and have at all relevant times been, resident for tax purposes solely in the UK. They apply only to Shareholders who are the absolute beneficial owners of their Shares and of any dividends payable on them and who hold their Shares as investments.

Certain categories of Shareholders may be subject to special tax rules. These include (but are not limited to) dealers in securities, financial institutions, insurance companies, collective investment schemes, trustees, pension schemes, Shareholders who benefit from an exemption from tax and Shareholders who are treated as having acquired their Shares by reason of any office or employment. The position of such Shareholders is not addressed in these comments. Nor is the position of any Shareholders who are involved in arrangements to avoid tax or obtain a tax advantage or who have acquired their Shares other than for bona fide commercial purposes.

**You should seek professional tax advice if you are resident, domiciled or subject to tax in any jurisdiction outside the UK or if you are in any doubt as to your tax position.**

#### **The Company**

The Company has been approved by HMRC as an investment trust. It is the intention of the Directors to continue to conduct the affairs of the Company so that it satisfies the conditions necessary for it to be approved by HMRC as an investment trust. However, neither the Directors nor the Portfolio Manager can guarantee that this approval will be maintained. In respect of each accounting period for which the Company is and continues to be approved by HMRC as an investment trust the Company will be exempt from UK corporation tax on its chargeable gains. The Company will, however, (subject to what follows) be liable to UK corporation tax on its income in the normal way.

In principle, the Company will be liable to UK corporation tax on its dividend income. However, there are broad-ranging exemptions from this charge which would be expected to be applicable in respect of most dividends that the Company may receive.

#### **Shareholders**

##### ***Taxation of dividends – general***

The tax legislation of a Shareholder's or potential investor's home country and of the UK may have an impact on the income received from the Shares.

The Company will not be required to withhold tax at source when paying a dividend.

##### ***Taxation of dividends – individuals***

UK resident individual Shareholders who receive dividends from the Company will generally pay UK income tax on those dividends. For the 2021/22 year the tax rates applicable to dividends received over the annual dividend allowance (which is currently £2,000 for the tax year 2021/22) are:

- 7.5 per cent. on dividend income within the basic rate band;
- 32.5 per cent. on dividend income within the higher rate band; and
- 38.1 per cent. on dividend income within the additional rate band.

### **Taxation of dividends – companies**

Shareholders within the charge to UK corporation tax which are “small companies” (for the purposes of UK taxation of dividends) will not generally be subject to UK corporation tax on dividends paid by the Company on the Shares.

Other Shareholders within the charge to UK corporation tax will not be subject to corporation tax on dividends paid by the Company on the Shares so long as the dividends fall within an exempt class and certain conditions are met. Although it is likely that dividends paid by the Company on the Shares would qualify for exemption from corporation tax, it should be noted that the exemption is not comprehensive and is subject to anti-avoidance rules. Shareholders should therefore consult their own professional advisers where necessary.

### **Taxation of chargeable gains – Shares acquired pursuant to the Open Offer**

As a matter of UK tax law, the acquisition of Shares pursuant to the Open Offer may not, strictly speaking, constitute a reorganisation of share capital for the purposes of UK taxation of chargeable gains. The published practice of HMRC to date has been to treat a subscription for shares by an existing shareholder which is equal to or less than the shareholder’s minimum entitlement pursuant to the terms of an open offer as a reorganisation, but it is not certain that HMRC will apply this practice in circumstances where an open offer is not made to all shareholders. HMRC’s treatment of the Open Offer cannot therefore be guaranteed and specific confirmation has not been requested in relation to the Open Offer.

To the extent that the acquisition of Shares pursuant to the Open Offer is regarded as a reorganisation of the share capital of the Company for the purposes of UK taxation of chargeable gains, the new Shares issued to a Shareholder will be treated as the same asset as, and as having been acquired at the same time as, the Shareholder’s existing holding of Shares. The amount of subscription monies paid for the new Shares will be added to the base cost of the Shareholder’s existing holding of Shares. To the extent necessary to calculate any gain or loss on a subsequent disposal of the Ordinary Shares or C Shares, the base cost will be apportioned between the Ordinary Shares and the C Shares by reference to their respective values as at the first date on which quoted market values for the Shares are available following the Open Offer.

To the extent that Shares are acquired pursuant to the Open Offer in excess of the Shareholder’s Open Offer Entitlement, the acquisition of such excess Shares will not be treated as a reorganisation of the share capital of the Company for the purposes of UK taxation of chargeable gains.

If, or to the extent that, the acquisition of new Shares under the Open Offer is not regarded as a reorganisation of the share capital of the Company for the purposes of UK taxation of chargeable gains, the new Shares will generally be treated as having been acquired as part of a separate acquisition of shares, with the base cost for those Shares being calculated by reference to price paid for them.

### **Taxation of chargeable gains – Shares acquired pursuant to the Offer for Subscription, the Intermediaries Offer or the Initial Placing**

The issue of Shares pursuant to the Offer for Subscription, the Intermediaries Offer or the Initial Placing will not constitute a reorganisation of the share capital of the Company for the purposes of UK taxation of chargeable gains and, accordingly, will generally be treated as a separate acquisition of shares, with the base cost for those Shares being calculated by reference to price paid for them.

### **Taxation of chargeable gains – conversion of C Shares**

A conversion of C Shares into new Ordinary Shares should, for the purposes of UK taxation of chargeable gains, generally be treated as a reorganisation of the share capital of the Company. To this extent, the new Ordinary Shares will be treated as the same asset as the Shareholder’s original C Shares and as having been acquired at the same time as the C Shares are treated as having been acquired. To the extent that this reorganisation treatment applies, the conversion will not be treated as itself giving rise to a disposal of the Shareholder’s C Shares for the purposes of UK taxation of chargeable gains.

### **Taxation of chargeable gains – disposals of Shares**

A disposal of Shares by a UK resident Shareholder may, depending on the Shareholder's circumstances and subject to any available exemption or relief, give rise to a chargeable gain or allowable loss for the purposes of UK taxation of chargeable gains.

Shareholders that are not UK resident will not generally be subject to UK taxation of chargeable gains on a disposal of their Shares, provided that their Shares are not and have not been acquired, held or used in or for the purposes of any trade, profession or vocation carried on by the Shareholder in the UK through a branch, agency or permanent establishment. It should however be noted that, in certain circumstances, an individual Shareholder who is only temporarily non-UK resident may, on re-establishing UK tax residence, be subject to capital gains tax in respect of disposals which occurred in the period of temporary non residence.

UK resident individuals are, for each tax year, entitled to an exemption from capital gains tax for a specified amount of gains realised in that tax year. The current annual exempt amount (for the tax year 2021/22) is £12,300.

### **Stamp duty and stamp duty reserve tax**

The issue of Shares pursuant to the Share Issuance Programme should not generally be subject to UK stamp duty or SDRT.

Transfers on sale of Shares outside of CREST will generally be subject to UK stamp duty at the rate of 0.5 per cent. of the consideration given for the transfer, rounded up to the nearest £5. The purchaser normally pays the stamp duty. An exemption from stamp duty is available for instruments transferring shares where the amount or value of the consideration is £1,000 or less and it is certified on the instrument that the transaction effected by it does not form part of a larger transaction or series of transactions in respect of which the aggregate amount or value of the consideration exceeds £1,000.

An agreement to transfer Shares will normally give rise to a charge to stamp duty reserve tax ("SDRT") at the rate of 0.5 per cent. of the amount or value of the consideration payable for the transfer. If a duly stamped transfer executed in pursuance of the agreement is produced within six years of the date on which the agreement is made (or, if the agreement is conditional, the date on which the agreement becomes unconditional) any SDRT paid is repayable, generally with interest, and otherwise the SDRT charge is cancelled. SDRT is, in general, payable by the purchaser.

Paperless transfers of Shares within the CREST system will generally be liable to SDRT, rather than stamp duty, at the rate of 0.5 per cent. of the amount or value of the consideration payable. Such SDRT will generally be collected through the CREST system. Deposits of Shares into CREST will not generally be subject to SDRT, unless the transfer into CREST is itself for consideration.

A market value charge to UK stamp duty applies to transfers of listed securities by a person (or its nominee) to a connected company (or its nominee), subject to the availability of relief. A market value charge to SDRT applies to unconditional agreements to transfer listed securities in the same circumstances unless the SDRT charge is cancelled, as outlined above. The Shares will be listed securities for these purposes if they are admitted to trading on the main market of the London Stock Exchange.

### **Individual Savings Accounts ("ISAs")**

Provided that the Company maintains its status as an investment trust approved by HMRC, the Shares should qualify as investments which are eligible for inclusion in an ISA, subject to the annual ISA investment allowance (£20,000 in the tax year 2021/22) and eligibility requirements, save that HMRC are understood to take the view that Shares acquired in the Initial Placing or a Subsequent Placing would not be eligible to be included directly in an ISA.

**Individuals wishing to invest in Shares through an ISA should contact their professional advisers regarding their eligibility.**

### **Information reporting**

The UK has entered into international agreements with a number of jurisdictions which provide for the exchange of information, and introduced legislation implementing such arrangements, in order to combat tax evasion and improve tax compliance. These include, but are not limited to, an Inter-governmental Agreement with the US in relation to FATCA and the Common Reporting Standard (“**CRS**”) developed by the Organisation for Economic Co-operation and Development and the EU Directive on Administrative Cooperation in Tax Matters. In connection with such agreements and arrangements the Company may, among other things, be required to collect and report to HMRC certain information regarding Shareholders and other account holders of the Company and HMRC may pass this information on to the authorities in other jurisdictions.

**Shareholders are encouraged to consult their own tax advisers regarding the possible application of FATCA, CRS and other information exchange regimes to their investment in the Company.**

**PART 7**  
**ADDITIONAL INFORMATION**

**1 Share capital**

- 1.1 On incorporation, the issued share capital of the Company was £0.01 represented by one Ordinary Share, held by the subscriber to the Company's memorandum of association. Since the date of incorporation until the date of this Securities Note, there have been the following changes in the issued share capital of the Company.
  - 1.2 To enable the Company to obtain a certificate of entitlement to conduct business and to borrow under Section 761 of the Act, on 8 February 2018, 50,000 redeemable shares were allotted to Augmentum Capital LLP, the Company's investment adviser at the time of its IPO. The redeemable shares were paid up as to one quarter of their nominal value and were redeemed on 13 March 2018 out of the proceeds of the IPO.
  - 1.3 On 13 March 2018, the Company completed an issue of 93,999,999 Ordinary Shares at a price of 100 pence per share in connection with the IPO.
  - 1.4 On 4 July 2019, the Company completed an issue of 23,051,911 Ordinary Shares at a price of 112 pence per share.
  - 1.5 In the financial period to 31 March 2020, the Company purchased its own Ordinary Shares as follows and all such Shares were held in treasury:
    - 1.5.1 on 23 March 2020, 50,000 Ordinary Shares at an average price of 56.4 pence per share;
    - 1.5.2 on 24 March 2020, 20,000 Ordinary Shares at an average price of 55.5 pence per share;
    - 1.5.3 on 25 March 2020, 20,000 Ordinary Shares at an average price of 56 pence per share; and
    - 1.5.4 on 26 March 2020, 30,000 Ordinary Shares at an average price of 56 pence per share.
  - 1.6 In the financial period to 31 March 2021, the Company purchased its own Ordinary Shares as follows and all such Shares were held in treasury:
    - 1.6.1 on 2 April 2020, 50,000 Ordinary Shares at an average price of 60 pence per share; and
    - 1.6.2 on 27 April 2020, 25,000 Ordinary Shares at an average price of 85 pence per share.
  - 1.7 On 3 November 2020, the Company completed an issue of 23,371,380 Ordinary Shares at a price of 120 pence per share.
  - 1.8 On 18 December 2020, the Company sold 195,000 Ordinary Shares from treasury at a price of 127.25 pence per share.
  - 1.9 Set out below is the issued share capital of the Company as at the date of this Securities Note:

	Value (£)	Nominal Number
Ordinary Shares	<u>£0.01</u>	<u>140,423,291</u>

The Ordinary Shares are fully paid up. There are no Shares held in treasury.

- 1.10 The Company has convened a General Meeting of the Company to be held on 8 July 2021 at which the Directors are seeking authority from Shareholders to issue up to 150 million Ordinary Shares and/or C Shares on a non-pre-emptive basis pursuant to the Share Issuance Programme or otherwise.

1.11 Subject to the granting of the authorities referred to in the foregoing paragraph, it is expected that the Ordinary Shares in respect of the Initial Issue will be allotted pursuant to a resolution of the Board to be passed shortly before, and conditional upon, Initial Admission.

1.12 The provisions of section 561 of the Act (which, to the extent not disapproved pursuant to section 570 or section 573 of the Act, confer on Shareholders rights of pre-emption in respect of the allotment or sale of equity securities for cash) shall apply to any unissued share capital of the Company, except to the extent disapproved by a resolution of Shareholders.

1.13 Save as disclosed in this paragraph 1, since the date of its incorporation: (i) there has been no alteration in the share capital of the Company; (ii) no share or loan capital of the Company has been issued or agreed to be issued, or, save in respect of the Share Issuance Programme, is now proposed to be issued for cash or any other consideration; and (iii) no commissions, discounts, brokerages or other special terms have been granted by the Company in connection with the issue or sale of any such capital and no share or loan capital of the Company is under option or agreed, conditionally or unconditionally, to be put under option.

1.14 The Ordinary Shares expected to be issued on 13 July 2021 in the case of the Initial Issue and the Ordinary Shares and/or C Shares which may be issued in the period from 13 July 2021 to 16 June 2022 in the case of any Subsequent Issues under the Share Issuance Programme, will be in registered form. Temporary documents of title will not be issued.

1.15 Applicants who have signed and returned Application Forms in respect of the Offer for Subscription may not withdraw their applications for Shares subject to their statutory right of withdrawal in the event of the publication of a supplementary prospectus.

## **2 Articles of Association**

A summary of the main provisions of the Articles are set out below.

### **2.1 Objects**

The Articles do not provide for any objects of the Company and accordingly the Company's objects are unrestricted.

### **2.2 Variation of rights**

Subject to the provisions of the Act as amended and every other statute for the time being in force concerning companies and affecting the Company (the "**Statutes**"), if at any time the share capital of the Company is divided into different classes of shares, the rights attached to any class may be varied either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class (but not otherwise) and may be so varied either whilst the Company is a going concern or during or in contemplation of a winding-up. At every such separate general meeting the necessary quorum shall be at least two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (but at any adjourned meeting any holder of shares of the class present in person or by proxy shall be a quorum), any holder of shares of the class present in person or by proxy may demand a poll and every such holder shall on a poll have one vote for every share of the class held by him. Where the rights of some only of the shares of any class are to be varied, the foregoing provisions apply as if each group of shares of the class differently treated formed a separate class whose rights are to be varied.

### **2.3 Alteration of share capital**

The Company may by ordinary resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares;
- (b) sub-divide its shares, or any of them, into shares of smaller nominal value than its existing shares; and

- (c) determine that, as between the shares resulting from such a sub-division, one or more shares may, as compared with the others, have any such preferred, deferred or other rights or be subject to any such restrictions as the Company has power to attach to unissued or new shares.

#### 2.4 ***Issue of shares***

Subject to the provisions of the Act and without prejudice to any rights attaching to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine (or if the Company has not so determined, as the Directors may determine).

#### 2.5 ***Dividends***

Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the shareholders but no dividends shall exceed the amount recommended by the Directors. Subject to the provisions of the Act, the Directors may pay interim dividends, or dividends payable at a fixed rate, if it appears to them that they are justified by the profits of the Company available for distribution. If the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

Subject to the rights of persons (if any) entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. If any share is issued on terms that it ranks for dividend as from a particular date, it shall rank for dividend accordingly. In any other case, dividends shall be apportioned and paid proportionately to the amount paid up on the shares during any portion(s) of the period in respect of which the dividend is paid.

#### 2.6 ***Voting rights***

Subject to any rights or restrictions attached to any shares, on a show of hands every shareholder present in person has one vote and every proxy present who has been duly appointed by a shareholder entitled to vote has one vote, and on a poll every shareholder (whether present in person or by proxy) has one vote for every share of which he is the holder. A shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way. In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register.

No shareholder shall have any right to vote at any general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, in respect of any share held by him unless all amounts presently payable by him in respect of that share have been paid.

#### 2.7 ***Transfer of shares***

A share in certificated form may be transferred by an instrument of transfer, which may be in any usual form or in any other form approved by the Directors, executed by or on behalf of the transferor and, where the share is not fully paid, by or on behalf of the transferee. A share in uncertificated form may be transferred by means of the relevant electronic system concerned.

In their absolute discretion, the Directors may refuse to register the transfer of a share in certificated form which is not fully paid provided that if the share is listed on the Official List such refusal does not prevent dealings in the shares from taking place on an open and proper basis. The Directors may also refuse to register a transfer of a share in certificated form unless the instrument of transfer:

- is lodged, duly stamped, at the registered office of the Company or such other place as the Directors may appoint and is accompanied by the certificate for the share to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- is in respect of only one class of share; and
- is not in favour of more than four transferees.

The Directors may refuse to register a transfer of a share in uncertificated form in any case where the Company is entitled to refuse to register the transfer under the CREST Regulations provided that such refusal does not prevent dealings in the shares from taking place on an open and proper basis.

If the Directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company or, in the case of an uncertificated share, the date on which the appropriate instruction was received by or on behalf of the Company in accordance with the CREST Regulations send to the transferee notice of refusal.

No fee shall be charged for the registration of any instrument of transfer or other document or instruction relating to or affecting the title to any share.

If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as "plan assets" of any Benefit Plan Investor; (ii) would or might result in the Company and/or its shares and/or any of its appointed investment managers or investment advisers being required to be registered or qualified under the US Investment Company Act and/or the US Investment Advisers Act of 1940 and/or the US Securities Act and/or the US Exchange Act of 1934 and/or any similar legislation (in any jurisdiction) that regulates the offering and sale of securities; (iii) may cause the Company not to be considered a "Foreign Private Issuer" under the US Exchange Act of 1934; (iv) may cause the Company to be a "controlled foreign corporation" for the purpose of the US Tax Code; or (v) may cause the Company to become subject to any withholding tax or reporting obligation under FATCA or any similar legislation in any territory or jurisdiction, or to be unable to avoid or reduce any such tax or to be unable to comply with any such reporting obligation (including by reason of the failure of the shareholder concerned to provide promptly to the Company such information and documentation as the Company may have requested to enable the Company to avoid or minimise such withholding tax or to comply with such reporting obligation), then the Directors may declare the Shareholder in question a **"Non-Qualified Holder"** and the Directors may require that any shares held by such Shareholder (**"Prohibited Shares"**) (unless the Shareholder concerned satisfies the Directors that he is not a Non-Qualified Holder) be transferred to another person who is not a Non-Qualified Holder, failing which the Company may itself dispose of such Prohibited Shares at the best price reasonably obtainable and pay the net proceeds to the former holder.

#### 2.8 ***Distribution of assets on a winding-up***

If the Company is wound up, with the sanction of a special resolution and any other sanction required by law and subject to the Act, the liquidator may divide among the shareholders in specie the whole or any part of the assets of the Company and for that purpose may value any assets and determine how the division shall be carried out as between the shareholders or different classes of shareholders. With the like sanction, the liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the shareholders as he may with the like sanction determine, but no shareholder shall be compelled to accept any shares or other securities upon which there is a liability.

#### 2.9 ***Restrictions on rights: failure to respond to a section 793 notice***

If a shareholder, or any other person appearing to be interested in shares held by that shareholder, fails to provide the information requested in a notice given to him under section 793 of the Act by the Company in relation his interest in shares (the "default shares") within 28 days of the notice (or, where the default shares represent at least 0.25 per cent. of their class, 14 days of the notice), sanctions shall apply unless the Directors determine otherwise. The sanctions available are the suspension of the right to attend or vote (whether in person or by representative or proxy) at any general meeting or any separate meeting of the holders of any class or on any poll and, where the default shares represent at least 0.25 per cent. of their class (excluding treasury shares), the withholding of any dividend payable in respect of those shares and the restriction of the transfer of those shares (subject to certain exceptions).

#### 2.10 ***Untraced shareholders***

Subject to various notice requirements, the Company may sell any of a shareholder's shares if, during a period of 12 years, at least three dividends (either interim or final) on such shares have become payable and no cheque for amounts payable in respect of such shares has been presented and no

warrant or other method of payment has been effected and no communication has been received by the Company from the shareholder or person concerned.

#### **2.11 *Appointment of Directors***

Unless the Company determines otherwise by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than two.

Subject to the Articles, the Company may by ordinary resolution appoint a person who is willing to act as, and is permitted by law to do so, to be a Director either to fill a vacancy or as an additional Director. The Directors may appoint a person who is willing to act, and is permitted by law to do so, to be a Director, either to fill a vacancy or as an additional Director. A person appointed as a Director by the other Directors is required to retire at the Company's next annual general meeting and shall then be eligible for reappointment.

#### **2.12 *Powers of Directors***

The business of the Company shall be managed by the Directors who, subject to the provisions of the Articles and to any directions given by special resolution to take, or refrain from taking, specified action, may exercise all the powers of the Company.

Any Director may appoint any other Director, or any other person approved by resolution of the Directors and willing to act and permitted by law to do so, to be an alternate Director.

#### **2.13 *Voting at board meetings***

No business shall be transacted at any meeting of the Directors unless a quorum is present and the quorum may be fixed by the Directors; unless so fixed at any other number the quorum shall be two. A Director shall not be counted in the quorum present in relation to a matter or resolution on which he is not entitled to vote but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting. An alternate Director who is not himself a Director shall, if his appointor is not present, be counted in the quorum.

Questions arising at a meeting of the Directors shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

Members of the Board or of any committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other, by a series of telephone calls from the chairman of the meeting or by exchange of communications in electronic form addressed to the chairman of the meeting.

#### **2.14 *Restrictions on voting***

Subject to any other provision of the Articles, a Director shall not vote at a meeting of the Directors on any resolution concerning a matter in which he has, directly or indirectly, a material interest (other than an interest in shares, debentures or other securities of, or otherwise in or through, the Company) unless his interest arises only because the case falls within certain limited categories specified in the Articles.

#### **2.15 *Directors' interests***

Subject to the provisions of the Act and provided that the Director has disclosed to the other Directors the nature and extent of any material interest of his, a Director, notwithstanding his office, may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested and may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested.

#### **2.16 *Indemnity***

Subject to the provisions of the Act, the Company may indemnify any person who is a Director, secretary or other officer (other than an auditor) of the Company, against (a) any liability whether in

connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company or (b) any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office; and purchase and maintain insurance for any person who is a Director, secretary or other officer (other than an auditor) of the Company in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as Director, secretary or officer.

#### 2.17 **General meetings**

In the case of the annual general meeting, twenty-one clear days' notice at the least shall be given to all the members and to the auditors. All other general meetings shall also be convened by not less than twenty-one clear days' notice to all those members and to the auditors unless the Company offers members an electronic voting facility and a special resolution reducing the period of notice to not less than fourteen clear days has been passed in which case a general meeting may be convened by not less than fourteen clear days' notice in writing.

No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a shareholder or a proxy for a shareholder or a duly authorised representative of a corporation which is a shareholder (including for this purpose two persons who are proxies or corporate representatives of the same shareholder), shall be a quorum.

A shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by him. Subject to the provisions of the Act, any corporation (other than the Company itself) which is a shareholder may, by resolution of its directors or other governing body, authorise such person(s) to act as its representative(s) at any meeting of the Company, or at any separate meeting of the holders of any class of shares.

Delivery of an appointment of proxy shall not preclude a shareholder from attending and voting at the meeting or at any adjournment of it.

Directors may attend and speak at general meetings and at any separate meeting of the holders of any class of shares, whether or not they are shareholders.

A poll on a resolution may be demanded at a general meeting either before a vote on a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared. A poll may be demanded by the Chairman or by: (a) not less than five members having the right to vote at the meeting; or (b) a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or (c) a member or members holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

#### 2.18 **C Shares and Deferred Shares**

The rights and restrictions attaching to the C Shares and the Deferred Shares arising on their conversion are summarised below.

- (1) The following definitions apply for the purposes of this paragraph 2.18 only:

**Calculation Date** means the earliest of the:

- (i) close of business on the date to be determined by the Directors occurring not more than 10 Business Days after the day on which the Portfolio Manager shall have given notice to the Directors that at least 80 per cent. of the Net Proceeds (or such other percentage as may be agreed between the Directors and the Portfolio Manager) shall have been invested; or
- (ii) close of business on the date falling six calendar months after the allotment of the relevant class of C Shares or if such a date is not a Business Day the next following Business Day; or

- (iii) close of business on the day on which the Directors resolve that Force Majeure Circumstances have arisen or are imminent;

**Conversion** means conversion of a class of C Shares into Ordinary Shares and Deferred Shares in accordance with paragraph 2.18(8) below;

**Conversion Date** means the close of business on such Business Day as may be selected by the Directors falling not more than 10 Business Days after the Calculation Date;

**Conversion Ratio** is the ratio of the net asset value per C Share of the relevant class to the net asset value per Ordinary Share, which is calculated as:

$$\begin{aligned}
 \text{Conversion Ratio} &= \frac{A}{B} \\
 A &= \frac{C - D}{E} \\
 B &= \frac{F - C - I - G + D + J}{H}
 \end{aligned}$$

Where:

**C** is the aggregate of:

- (a) the value of the investments of the Company attributable to the C Shares of the relevant class, calculated by reference to the Directors' belief as to an appropriate current value for those investments on the Calculation Date in accordance with the valuation policy adopted by the Company from time to time; and
- (b) the amount which, in the Directors' opinion, fairly reflects, on the Calculation Date, the value of the current assets of the Company attributable to the relevant class of C Shares (excluding the investments valued under (a) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature), calculated in accordance with the valuation policy adopted by the Company from time to time;

**D** is the amount (to the extent not otherwise deducted from the assets attributable to the relevant class of C Shares) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the relevant class of C Shares on the Calculation Date (including the amounts of any declared but unpaid dividends in respect of such Shares);

**E** is the number of C Shares of the relevant class in issue on the Calculation Date;

**F** is the aggregate of:

- (a) the value of all the investments of the Company, calculated by reference to the Directors' belief as to an appropriate current value for those investments on the Calculation Date in accordance with the valuation policy adopted by the Company from time to time; and
- (b) the amount which, in the Directors' opinion, fairly reflects, on the Calculation Date, the value of the current assets of the Company (excluding the investments valued under (a) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature), calculated in accordance with the valuation policy adopted by the Company from time to time;

**G** is the amount (to the extent not otherwise deducted in the calculation of F) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company on the Calculation Date (including the amounts of any declared but unpaid dividends);

**H** is the number of Ordinary Shares in issue on the Calculation Date (excluding any Ordinary Shares held in treasury);

**I** is the aggregate of:

- (a) the value of the investments of the Company attributable to all other class(es) of C Shares in issue other than the class of C Shares as referred to in C above (the "**Other Class(es) of C Shares**"), calculated by reference to the Directors' belief as to an appropriate current value for those investments on the Calculation Date in accordance with the valuation policy adopted by the Company from time to time; and

- (b) the amount which, in the Directors' opinion, fairly reflects, on the Calculation Date, the value of the current assets of the Company attributable to the Other Class(es) of C Shares (excluding the investments valued under (a) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature), calculated in accordance with the valuation policy adopted by the Company from time to time; and

**J** is the amount (to the extent not otherwise deducted from the assets attributable to the Other Class(es) of C Shares) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the Other Class(es) of C Shares on the Calculation Date (including the amounts of any declared but unpaid dividends in respect of such C Shares),

provided that the Directors shall make such adjustments to the value or amount of A and B as the Auditors shall report to be appropriate having regard among other things, to the assets of the Company immediately prior to the date on which the Company first receives the Net Proceeds relating to the relevant class of C Shares and/or to the reasons for the issue of the relevant class of C Shares;

**Deferred Shares** means deferred shares of £0.01 each in the capital of the Company arising on Conversion;

**Existing Ordinary Shares** means the Ordinary Shares in issue immediately prior to Conversion;

**Force Majeure Circumstances** means (i) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable; (ii) the issue of any proceedings challenging, or seeking to challenge, the power of the Company and/or its Directors to issue the C Shares of the relevant class with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are proposed to be issued; or (iii) the giving of notice of any general meeting of the Company at which a resolution is to be proposed to wind up the Company, whichever shall happen earliest; and

**Net Proceeds** means the net cash proceeds of the issue of the relevant class of C Shares (after deduction of those commissions and expenses relating thereto and payable by the Company).

- (2) The holders of the Ordinary Shares, the Redeemable Preference Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights to be paid dividends:

- (a) the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a cumulative annual dividend at a fixed rate of one per cent. of the nominal amount thereof, the first such dividend (adjusted *pro rata temporis*) (the "**Deferred Dividend**") being payable on the date six months after the Conversion Date on which such Deferred Shares were created in accordance with paragraph 2.18(8) (the "**Relevant Conversion Date**") and thereafter on each anniversary of such date payable to the holders thereof on the register of members on that date as holders of Deferred Shares but shall confer no other right, save as provided herein, on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Relevant Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of members of the Company as holders of Deferred Shares on that date. It should be noted that given the proposed repurchase of the Deferred Shares as described below, it is not expected that any dividends will accrue or be paid on such shares;
- (b) the C Shareholders of each class shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of net assets attributable to the relevant class of C Shares and from income received and accrued which is attributable as determined by the Directors to the relevant class of C Shares;
- (c) a holder of Redeemable Preference Shares shall be entitled (in priority to any payment of dividend on any other class of share) to a fixed cumulative preferential dividend of 0.01 per cent. per annum on the nominal amount of the Redeemable Preference Shares held by him, such dividend to accrue annually and to be payable in respect of each accounting reference period of the Company within 21 days of the end of such period;

- (d) the Ordinary Shares shall confer the right to dividends declared in accordance with the Articles;
- (e) the Ordinary Shares into which C Shares shall convert shall rank *pari passu* with the Existing Ordinary Shares for dividends and other distributions made or declared by reference to a record date falling after the Calculation Date; and
- (f) no dividend or other distribution shall be made or paid by the Company on any of its shares (other than any Deferred Shares for the time being in issue) between the Calculation Date and the Conversion Date relating to such C Shares (both dates inclusive) and no such dividend shall be declared with a record date falling between the Calculation Date and the Conversion Date (both dates inclusive).

(3) The holders of the Ordinary Shares, the Redeemable Preference Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights as to capital:

- (a) the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when any C Shares are for the time being in issue and prior to the Conversion Date relating to such C Shares be applied (after having deducted therefrom an amount equivalent to (C-D) in respect of each class of C Shares in issue using the methods of calculation of C and D given in the definition of Conversion Ratio above save that the "Calculation Date" shall be such date as the liquidator may determine, which amount attributable to each class shall be applied amongst the C Shareholders of such class *pro rata* according to the nominal capital paid up on their holdings of C Shares) first, amongst the Redeemable Preference Shareholders *pro rata* according to the nominal capital paid up on their holdings of Redeemable Preference Shares and, second, amongst the existing Ordinary Shareholders *pro rata* according to the nominal capital paid up on their holdings of Existing Ordinary Shares, provided however that the holders of the Redeemable Preference Shares shall only receive an amount up to the capital paid up on such Redeemable Preference Shares and the Redeemable Preference Shares shall not confer the right to participate in any surplus remaining following payment of such amount; and
- (b) the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when no C Shares are for the time being in issue be applied as follows:
  - (i) first, if there are Deferred Shares in issue, in paying to the deferred shareholders £0.01 in aggregate in respect of every 1,000,000 Deferred Shares (or part thereof) of which they are respectively the holders; and
  - (ii) secondly, the surplus shall be divided, first, amongst the Redeemable Preference Shareholders *pro rata* according to the nominal capital paid up on their holdings of Redeemable Preference Shares and, second, amongst the Ordinary Shareholders *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares, provided however that the holders of the Redeemable Preference Shares shall only receive an amount up to the capital paid up on such Redeemable Preference Shares and the Redeemable Preference Shares shall not confer the right to participate in any surplus remaining following payment of such amount.

(4) As regards voting:

- (a) the C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as that applying to holders of Existing Ordinary Shares as set out in the Articles as if the C Shares and Existing Ordinary Shares were a single class; and
- (b) the Deferred Shares and the Redeemable Preference Shares shall not carry any right to receive notice of or attend or vote at any general meeting of the Company.

(5) The following provisions shall apply to the Deferred Shares:

- (a) C Shares shall be issued on such terms that the Deferred Shares arising upon their Conversion may be repurchased by the Company in accordance with the terms set out herein;

- (b) immediately upon a Conversion, the Company shall repurchase all of the Deferred Shares which arise as a result of that Conversion for an aggregate consideration of £0.01 for every 1,000,000 Deferred Shares and the notice referred to in paragraph 2.18(8)(b) below shall be deemed to constitute notice to each C Shareholder of the relevant class (and any person or persons having rights to acquire or acquiring C Shares of the relevant class on or after the Calculation Date) that the relevant Deferred Shares shall be repurchased immediately upon the relevant Conversion for an aggregate consideration of £0.01 for every 1,000,000 Deferred Shares. On repurchase, each such Deferred Share shall be treated as cancelled in accordance with section 706 of the Act without further resolution or consent; and
- (c) the Company shall not be obliged to: (i) issue share certificates to the deferred shareholders in respect of the Deferred Shares; or (ii) account to any deferred shareholder for the repurchase moneys in respect of such Deferred Shares.

(6) For so long as any C Shares are for the time being in issue, until Conversion of such C Shares and without prejudice to its obligations under applicable laws the Company shall:

- (a) procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the C Shares can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to each class of C Shares in issue;
- (b) allocate to the assets attributable to each class of C Shares in issue such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the Net Proceeds and the Calculation Date relating to each class of C Shares in issue (both dates inclusive) as the Directors consider to be attributable to the relevant C Shares; and
- (c) give or procure the giving of appropriate instructions to the AIFM to manage the Company's assets so that such undertakings can be complied with by the Company.

(7) A class of C Shares for the time being in issue shall be sub-divided and converted into new Ordinary Shares and Deferred Shares on the Conversion Date relating to such class of C Shares in accordance with the following provisions of this paragraph 2.18(8):

- (a) the Directors shall procure that within 10 Business Days of the Calculation Date:
  - (i) the Conversion Ratio as at the Calculation Date and the numbers of new Ordinary Shares and Deferred Shares to which each C Shareholder of the relevant class shall be entitled on Conversion shall be calculated; and
  - (ii) the Auditors shall be requested to confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with the Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are converting into the Company's shares, subject to the proviso immediately after the definition of "J" in paragraph 2.18(1) above;
- (b) the Directors shall procure that, as soon as practicable following such confirmation and in any event within 10 Business Days of the Calculation Date, a notice is sent to each C Shareholder of the relevant class, as applicable, advising such C Shareholder of the Conversion Date, the Conversion Ratio and the numbers of new Ordinary Shares and Deferred Shares to which such C Shareholders will be entitled on Conversion;
- (c) on Conversion each C Share of the relevant class in issue as at the Conversion Date shall automatically sub-divide into 10 conversion shares of £0.01 each and such conversion shares of £0.01 each shall automatically convert into such number of new Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:
  - (i) the aggregate number of new Ordinary Shares into which the same number of conversion shares of £0.01 each are converted equals the number of C Shares of the

relevant class in issue on the Calculation Date multiplied by the Conversion Ratio (rounded down to the nearest whole new Ordinary Share); and

- (ii) each conversion share of £0.01 which does not so convert into a new Ordinary Share shall convert into one Deferred Share;
- (d) the new Ordinary Shares and Deferred Shares arising upon Conversion shall be divided amongst the former C Shareholders of the relevant class *pro rata* according to their respective former holdings of C Shares of the relevant class (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to new Ordinary Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any new Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company);
- (e) forthwith upon Conversion, the share certificates relating to the C Shares of the relevant class shall be cancelled and the Company shall issue to each former C Shareholder of the relevant class new certificates in respect of the new Ordinary Shares which have arisen upon Conversion to which he is entitled. Share certificates will not be issued in respect of the Deferred Shares; and
- (f) the Directors may make such adjustments to the terms and timing of Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all Shareholders.

### 3 Interests of Directors

Save as set out in this paragraph 3, no Director has any interests (beneficial or non-beneficial) in the share capital of the Company as at the Latest Practicable Date:

Name	Number of Ordinary Shares	Percentage of issued Ordinary Share capital
Neil England	110,000	0.08%
Karen Brade	32,234	0.02%
David Haysey	85,983	0.06%

The Directors may participate in the Share Issuance Programme, including through the Initial Issue.

### 4 City Code on Takeovers and Mergers

#### 4.1 Mandatory bid

The Takeover Code applies to the Company. Under Rule 9 of the Takeover Code, if:

- (i) a person acquires an interest in Shares which, when taken together with Shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or
- (ii) a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in Shares which increase the percentage of Shares carrying voting rights in which that person is interested,

the acquirer and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash offer for the outstanding Shares at a price not less than the highest price paid for any interests in the Shares by the acquirer or its concert parties during the previous 12 months.

#### 4.2 **Compulsory acquisition**

Under sections 974 to 991 of the Act, if an offeror acquires or contracts to acquire (pursuant to a takeover offer) not less than 90 per cent. of the shares (in value and by voting rights) to which such offer relates it may then compulsorily acquire the outstanding shares not assented to the offer. It would do so by sending a notice to holders of outstanding shares telling them that it will compulsorily acquire their shares and then, six weeks later, it would execute a transfer of the outstanding shares in its favour and pay the consideration to the Company, which would hold the consideration on trust for the holders of outstanding shares. The consideration offered to the holders whose shares are compulsorily acquired under the Act must, in general, be the same as the consideration that was available under the takeover offer.

In addition, pursuant to section 983 of the Act, if an offeror acquires or agrees to acquire not less than 90 per cent. of the shares (in value and by voting rights) to which the offer relates, any holder of shares to which the offer relates who has not accepted the offer may require the offeror to acquire his shares on the same terms as the takeover offer.

The offeror would be required to give any holder of outstanding shares notice of his right to be bought out within one month of that right arising. Such sell-out rights cannot be exercised after the end of the period of three months from the last date on which the offer can be accepted or, if later, three months from the date on which the notice is served on the holder of outstanding shares notifying them of their sell-out rights. If a holder of shares exercises their rights, the offeror is bound to acquire those shares on the terms of the offer or on such other terms as may be agreed.

#### 5 **Working capital**

The Company is of the opinion that the working capital available to the Group is sufficient for its present requirements, that is for at least 12 months from the date of this Securities Note.

#### 6 **Capitalisation and indebtedness**

The following tables show the consolidated Group capitalisation and indebtedness as at 31 March 2021.

The figures for capitalisation and liquidity have been extracted without material adjustment from the audited consolidated financial statements for the period ended 31 March 2021, incorporated by reference in Part 4 of the Registration Document.

	As at 31 March 2021 (audited)
(£'000)	
<b>Capitalisation:</b>	
– Share capital	1,405
– Other reserves	<u>144,252</u>
<b>Total capitalisation</b>	<u><u>145,657</u></u>

Capitalisation does not include retained profit. Other reserves comprise the share premium reserve (£52,151,000) and special reserve (£92,101,000).

The following table shows the consolidated Group net financial liquidity as at 31 March 2021.

	As at 31 March 2021 (audited)
(£'000)	
Cash	27,433
<b>Liquidity</b>	<b>27,433</b>
Current financial receivables	47
Other current financial debt <sup>1</sup>	(2,088)
<b>Net current financial liquidity</b>	<b>25,392</b>
<b>Net financial liquidity</b>	<b>25,392</b>

<sup>1</sup> Other current financial debt comprises other payables (£1,940,000) and lease liability (£148,000).

As at 31 March 2021, the Company had no guaranteed, secured, unguaranteed or unsecured debt and no indirect or contingent indebtedness.

## 7 General

- 7.1 Where information has been sourced from third parties, the Company confirms that this information has been accurately reproduced and that, so far as the Company is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The sources of information have been disclosed.
- 7.2 The Portfolio Manager has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name in the form and context in which they appear.
- 7.3 The AIFM has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name in the form and context in which they appear.
- 7.4 Peel Hunt is acting as joint sponsor and joint bookrunner to the Share Issuance Programme and intermediaries offer adviser in relation to the Intermediaries Offer and has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name in the form and context in which they appear.
- 7.5 Nplus1 Singer Advisory LLP is acting as joint sponsor to the Share Issuance Programme and has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name in the form and context in which they appear.
- 7.6 N+1 Singer is acting as joint bookrunner to the Share Issuance Programme and has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name in the form and context in which they appear.

## PART 8

### DEFINITIONS

<b>Act</b>	the Companies Act 2006, as amended from time to time
<b>Administrator</b>	Frostrow Capital LLP
<b>Admission</b>	the admission of the Shares to be issued pursuant to the Share Issuance Programme to: (i) the premium segment of the Official List; and (ii) trading on the premium segment of the London Stock Exchange's main market, becoming effective in accordance with the Listing Rules and the admission and disclosure standards of the London Stock Exchange
<b>AIFM</b>	Frostrow Capital LLP
<b>AIFM Rules</b>	the UK's implementation of the European Union's Alternative Investment Fund Managers directive (No. 2011/61/EU) and all legislation made pursuant thereto, including the Alternative Investment Fund Managers Regulations 2013 and any other applicable UK implementing legislation and regulations
<b>AIFMD</b>	the European Union's Alternative Investment Fund Managers directive (No. 2011/61/EU) and all legislation made pursuant thereto, including, where applicable, the applicable implementing legislation and regulations in each member state of the European Union
<b>Articles</b>	the articles of association of the Company as at the date of this Securities Note or, in the context of the Share Issuance Programme (following completion of the Initial Issue), as at the date of the relevant issue under the Share Issuance Programme
<b>Auditors</b>	BDO LLP or such other auditor as the Company may appoint from time to time
<b>Banks</b>	Peel Hunt, N+1 Singer and Nplus1 Singer Advisory LLP, or any of them as the context may require
<b>Benefit Plan Investor</b>	a "benefit plan investor" as defined in Section 3(42) of ERISA and any regulations promulgated by the US Department of Labor thereunder, being "employee benefit plans" as defined in Section 3(3) of ERISA that are subject to Title I of ERISA, "plans" that are subject to the prohibited transaction provisions of Section 4975 of the US Internal Revenue Code, and entities the assets of which are treated as "plan assets" under Section 3(42) of ERISA and any regulations promulgated thereunder
<b>Business Day</b>	a day (excluding Saturdays and Sundays or public holidays in England and Wales) on which banks generally are open for business in London for the transaction of normal business
<b>C Shareholder</b>	a holder of C Shares
<b>C Shares</b>	C shares of £0.10 each in the capital of the Company having the rights and restrictions set out in paragraph 2.18 of Part 7 of this Securities Note (no such shares have been issued as at the date of this Securities Note)

<b>certificated form</b>	not in uncertificated form
<b>Company</b>	Augmentum Fintech plc
<b>CREST</b>	the relevant system as defined in the CREST Regulations in respect of which Euroclear is the operator (as defined in the CREST Regulations) in accordance with which securities may be held in uncertificated form
<b>CREST Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755), as amended
<b>Depository</b>	IQ EQ Depository Company (UK) Limited
<b>Directors or Board</b>	the board of directors of the Company
<b>Disclosure Guidance and Transparency Rules</b>	the disclosure guidance and transparency rules contained in the FCA's Handbook of Rules and Guidance
<b>DVP</b>	delivery versus payment
<b>EEA</b>	European Economic Area
<b>ERISA</b>	the United States Employee Retirement Income Security Act of 1974, as amended
<b>EU</b>	the European Union
<b>EU Prospectus Regulation</b>	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC
<b>EU Prospectus Directive</b>	Directive 2003/71/EC of the European Parliament and of the Council of the European Union and any relevant implementing measure in each Relevant Member State
<b>Euro or €</b>	the lawful currency of those EU Member States that have adopted the common currency
<b>Euroclear</b>	Euroclear UK & Ireland Limited
<b>EUWA</b>	European Union (Withdrawal) Act 2018 (as amended)
<b>Excess Application Facility</b>	the arrangements pursuant to which Qualifying Shareholders may apply for Excess New Shares in excess of their Open Offer Entitlements in accordance with the terms and conditions of the Open Offer
<b>Excess CREST Open Offer Entitlement</b>	in respect of each Qualifying CREST Shareholder, the entitlement (in addition to their Open Offer Entitlement) to apply for Excess New Shares using CREST pursuant to the Excess Application Facility
<b>Excess New Shares</b>	such number of new Ordinary Shares as may be allocated to the Excess Application Facility (as determined by the Company in consultation with the Joint Bookrunners and the Portfolio Manager) that have not been taken up by Qualifying Shareholders pursuant to their Open Offer Entitlements
<b>FATCA</b>	the United States Foreign Account Tax Compliance Act

<b>FCA</b>	the UK Financial Conduct Authority
<b>FSMA</b>	the UK Financial Services and Markets Act 2000, as amended
<b>Future Registration Document</b>	any registration document (including a supplement to any registration document) required to be issued in the future by the Company and subject to separate approval by the FCA
<b>Future Securities Note</b>	a securities note to be issued in the future by the Company in respect of each issue, if any, of Shares (other than pursuant to the Initial Issue or a Subsequent Placing) made pursuant to the Registration Document accompanying this Securities Note and subject to separate approval by the FCA
<b>Future Summary</b>	a summary to be issued in future by the Company in respect of each issue, if any, of Shares (other than pursuant to the Initial Issue or a Subsequent Placing) made pursuant to the Registration Document accompanying this Securities Note and subject to separate approval by the FCA
<b>General Meeting</b>	the general meeting of the Company convened for 11.00 a.m. on 8 July 2021
<b>HMRC</b>	HM Revenue & Customs
<b>Initial Admission</b>	Admission of the Ordinary Shares to be issued pursuant to the Initial Issue
<b>Initial Issue</b>	the Initial Placing, the Open Offer, the Offer for Subscription and the Intermediaries Offer
<b>Initial Placing</b>	the conditional placing of new Ordinary Shares by the Joint Bookrunners at the Issue Price on the terms and subject to the conditions set out in this Securities Note
<b>Intermediaries</b>	any intermediary that is appointed by the Company in connection with the Intermediaries Offer and “ <b>Intermediary</b> ” shall mean any one of them
<b>Intermediaries Booklet</b>	the booklet entitled “Augmentum Fintech plc: Information for Intermediaries” and containing, among other things, the Intermediaries Terms and Conditions
<b>Intermediaries Offer</b>	the offer of Ordinary Shares by the Intermediaries to retail investors
<b>Intermediaries Offer Adviser</b>	Peel Hunt LLP
<b>Intermediaries Terms and Conditions</b>	the terms and conditions agreed between the Intermediaries Offer Adviser, the Company, the Portfolio Manager and the Intermediaries in relation to the Intermediaries Offer and contained in the Intermediaries Booklet
<b>ISA</b>	an Individual Savings Account maintained in accordance with the Individual Savings Account Regulations 1998
<b>Issue Price</b>	the price at which Ordinary Shares are being issued pursuant to the Initial Issue, being 135.5 pence per Ordinary Share, calculated as being the NAV per Ordinary Share as at 31 March 2021 (audited), being the Company’s most recently published NAV per Ordinary Share as at the anticipated date of closing of the Initial Issue, plus

a premium of approximately 3.9 per cent. which is intended to cover the costs and expenses of the Initial Issue

**Issue Resolutions**

the ordinary and special resolutions to be proposed at the General Meeting seeking authority to allot up to 150 million Ordinary Shares and/or C Shares, without the application of pre-emption rights, pursuant to the Share Issuance Programme or otherwise

**Joint Bookrunners**

Peel Hunt and N+1 Singer

**Latest Practicable Date**

close of business on 15 June 2021, being the latest practicable date prior to the publication of the Prospectus to ascertain certain information contained therein

**Listing Rules**

the listing rules made by the FCA under section 73A of FSMA

**London Stock Exchange**

London Stock Exchange plc

**Member State**

any member state of the EEA

**MiFID II Product Governance Requirements**

has the meaning given to it on page 9 of this Securities Note

**Money Laundering Regulations**

the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

**N+1 Singer**

Nplus1 Singer Capital Markets Limited, the Company's joint bookrunner

**NAV or Net Asset Value**

the value of the assets of the Company less its liabilities, determined in accordance with the accounting principles adopted by the Company from time to time

**NAV per Ordinary Share or Net Asset Value per Ordinary Share**

the Net Asset Value attributable to the Ordinary Shares divided by the number of Ordinary Shares in issue (excluding any Ordinary Shares held in treasury)

**Offer for Subscription**

the offer for subscription for new Ordinary Shares at the Issue Price on the terms and subject to the conditions set out in this Securities Note

**Offer for Subscription Application Form or Application Form**

the application form on which an applicant may apply for Ordinary Shares under the Offer for Subscription attached as Appendix 1 to this Securities Note

**Official List**

the official list maintained by the FCA

**Open Offer**

the offer to Qualifying Shareholders, constituting an invitation to apply for Ordinary Shares, on the terms and subject to the conditions set out in the Securities Note and, in the case of Qualifying non-CREST Shareholders, the Open Offer Application Form

**Open Offer Application Form**

the application form on which Qualifying non-CREST Shareholders (as defined in the Securities Note) may apply for Ordinary Shares under the Open Offer

**Open Offer Entitlement**

the entitlement of Qualifying Shareholders to apply for Ordinary Shares pursuant to the Open Offer on the basis of 4 new Ordinary Shares for every 19 existing Ordinary Shares held and registered in their names at the Record Date

<b>Ordinary Shares</b>	ordinary shares of nominal value £0.01 each in the capital of the Company
<b>Overseas Persons</b>	persons who are resident in, or who are citizens of, or who have registered addresses in, territories other than the UK
<b>Peel Hunt</b>	Peel Hunt LLP, the Company's joint sponsor, joint bookrunner and intermediaries offer adviser
<b>Portfolio Manager</b>	Augmentum Fintech Management Limited, a wholly-owned subsidiary of the Company
<b>PROD Sourcebook</b>	the Product Intervention and Product Governance Sourcebook contained in the FCA's Handbook of Rules and Guidance
<b>Prospectus</b>	the prospectus which comprises the Summary, the Registration Document and this Securities Note and, if the context requires, any Future Securities Note, Future Summary or Future Registration Document
<b>Prospectus Regulation Rules</b>	the rules and regulations made by the FCA under Part VI of FSMA
<b>Qualifying CREST Shareholders</b>	Qualifying Shareholders whose existing Ordinary Shares are in uncertificated form
<b>Qualifying non-CREST Shareholders</b>	Qualifying Shareholders whose existing Ordinary Shares are in certificated form
<b>Qualifying Shareholders</b>	holders of existing Ordinary Shares on the Register on the Record Date (other than certain Overseas Shareholders as described in paragraph 6 of Part 4 of this Securities Note)
<b>Receiving Agent</b>	Link Group, a trading name of Link Market Services Limited
<b>Record Date</b>	close of business on 15 June 2021
<b>Redeemable Preference Shares</b>	redeemable preference shares of £1.00 each in the capital of the Company (no such shares are in issue as at the date of this Securities Note)
<b>Register</b>	the register of members of the Company
<b>Registrar</b>	Link Group, a trading name of Link Market Services Limited
<b>Registration Document</b>	the registration document dated 17 June 2021 issued by the Company and approved by the FCA
<b>Regulation S</b>	Regulation S under the US Securities Act
<b>Regulatory Information Service</b>	a service authorised by the FCA to release regulatory announcements to the London Stock Exchange
<b>Relevant Member State</b>	each Member State which is bound by the EU Prospectus Regulation
<b>Restricted Jurisdiction</b>	each of Australia, Canada, Japan, the Republic of South Africa and the United States
<b>SEC</b>	the United States Securities and Exchange Commission

<b>Securities Note</b>	this securities note dated 17 June 2021 issued by the Company in respect of the Shares made available pursuant to the Registration Document
<b>Share Issuance Agreement</b>	the share issuance agreement dated 17 June 2021, between the Company, the Portfolio Manager, the AIFM and the Banks, summarised in paragraph 6.1 of Part 5 of the Registration Document
<b>Share Issuance Programme</b>	the Initial Issue and the proposed programme of Subsequent Issues of Shares on the terms set out in this Securities Note (and any Future Securities Note, as applicable)
<b>Share Issuance Programme Price</b>	the applicable price at which new Shares will be issued to prospective investors under the Share Issuance Programme (following completion of the Initial Issue), as described in this Securities Note
<b>Shareholder</b>	a holder of Shares
<b>Shares</b>	Ordinary Shares and/or C Shares issued by the Company, as the context requires
<b>Sterling, £, pence or p</b>	the lawful currency of the UK
<b>Subsequent Admission</b>	Admission of any Shares issued pursuant to the Share Issuance Programme (following completion of the Initial Issue)
<b>Subsequent Issue</b>	any placing, open offer, offer for subscription and/or intermediaries offer of Shares pursuant to the Share Issuance Programme (following completion of the Initial Issue)
<b>Subsequent Placing</b>	any placing of Shares pursuant to the Share Issuance Programme (following completion of the Initial Placing) described in this Securities Note
<b>Summary</b>	the summary dated 17 June 2021 issued by the Company pursuant to the Registration Document and approved by the FCA
<b>Takeover Code</b>	The City Code on Takeovers and Mergers
<b>Target Market Assessment</b>	has the meaning given to it on page 10 of this Securities Note
<b>Tax Residency Self-Certification Form</b>	the tax residency self-certification form required to be completed by all new investors who intend to hold their Ordinary Shares in certificated form in the Company for FATCA reporting purposes
<b>TTE</b>	Transfer to Escrow instruction
<b>UK</b>	the United Kingdom of Great Britain and Northern Ireland
<b>UK Market Abuse Regulation</b>	Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
<b>UK MiFID II</b>	the UK's implementation of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (MiFID), together with the UK version of Regulation (EU) No 600/2014 of the European Parliament and of

the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (MiFIR), which forms part of the domestic law of the United Kingdom by virtue of the EUWA

<b>UK MiFID II Delegated Regulation</b>	Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
<b>UK PRIIPs Regulation</b>	Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products, together with its implementing and delegated acts, as they form part of the domestic law of the United Kingdom by virtue of the EUWA
<b>UK Prospectus Regulation</b>	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
<b>uncertificated or in uncertificated form</b>	a share recorded on the Register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
<b>Underlying Applicants</b>	investors who wish to acquire Ordinary Shares under the Intermediaries Offer who are clients of any Intermediary
<b>United States or US</b>	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
<b>US Exchange Act</b>	the United States Securities Exchange Act of 1934, as amended
<b>US Investment Advisers Act</b>	the United States Investment Advisers Act of 1940, as amended
<b>US Investment Company Act</b>	the United States Investment Company Act of 1940, as amended
<b>US Person</b>	a US Person as defined for the purposes of Regulation S
<b>US Securities Act</b>	the United States Securities Act of 1933, as amended
<b>US Tax Code</b>	the US Internal Revenue Code of 1986, as amended

## APPENDIX 1

### APPLICATION FORM FOR THE OFFER FOR SUBSCRIPTION AUGMENTUM FINTECH PLC

For official use only

**Important:** before completing this form, you should read the accompanying notes.

To: Link Group  
Corporate Actions  
10<sup>th</sup> Floor  
Central Square  
29 Wellington Street  
Leeds LS1 4DL

#### 1 Application

I/We the person(s) detailed in section 3 below offer to subscribe for the amount shown in Box 1 subject to the Terms and Conditions set out in Part 5 of the Securities Note dated 17 June 2021 and subject to the Articles of Association of the Company.

In Box 1 (write in figures, the aggregate value, at the Issue Price (being 135.5 pence per Ordinary Share), of the new Ordinary Shares that you wish to apply for – a minimum of 738 new Ordinary Shares (being a minimum subscription amount of £1,000 and thereafter in multiples of £1,000).

#### Box 1

£

#### Payment Method (Tick appropriate box)

Cheque/Banker's draft	Bank transfer	CREST Settlement (DvP)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 2 Details of Holder(s) in whose name(s) new Ordinary Shares will be issued (BLOCK CAPITALS)

Mr, Mrs, Miss or Title .....

Forenames (in full) .....

Surname/Company Name .....

Address (in full) .....

Designation (if any) .....

Date of Birth .....



Mr, Mrs, Miss or Title .....

Forenames (in full) .....

Surname .....

Date of Birth .....

Mr, Mrs, Miss or Title .....

Forenames (in full) .....

Surname .....

Date of Birth .....

Mr, Mrs, Miss or Title .....

Forenames (in full) .....

Surname .....

Date of Birth .....

### 3 CREST details

(Only complete this section if new Ordinary Shares allotted are to be deposited in a CREST Account which must be in the same name as the holder(s) given in section 2).

CREST Participant ID:

CREST Member Account ID :

### 4 Signature(s) all holders must sign

Execution by individuals:

First Applicant Signature	Date
Second Applicant Signature	Date
Third Applicant Signature	Date
Fourth Applicant Signature	Date

Execution by a company:

Executed by (Name of company):				Date	
Name of Director:			Signature	Date	
Name of Director/Secretary:			Signature	Date	
If you are affixing a company seal, please mark a cross here:				Affix Company Seal here:	

## 5 Settlement details

### (a) **Cheque/Banker's Draft**

If you are subscribing for new Ordinary Shares and paying by cheque or banker's draft, attach to this form your cheque or banker's draft for the exact amount shown in Box 1 made payable to "**LMS Re: Augmentum Fintech OFS A/C**". Cheques and banker's drafts must be drawn on an account at a branch of a bank or building society in the United Kingdom, Channel Islands or Isle of Man and must bear the appropriate sort code in the top right hand corner. You should tick the relevant payment method box in section 1.

### (b) **Bank transfer**

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 8 July 2021 directly into the bank account detailed below. The payment instruction must also include a unique reference comprising your name and a contact telephone number which should be entered in the reference field on the payment instruction, **for example**, MJ SMITH 01234 567 8910.

Bank: Lloyds Bank plc  
Sort Code: 30-80-12  
Account No: 21771068  
Swift code: LOYDGB21F09  
IBAN: GB15LOYD30801221771068  
Account Name: LMS Re: Augmentum Fintech OFS CHAPS A/C

Electronic payments must come from a UK, Channel Islands or the Isle of Man bank account and from a personal account in the name of the individual applicant where they have sole or joint title to the funds. The account name should be the same as that inserted in Box 2 of the Application Form and payments must relate solely to your Application. You should tick the relevant payment method box in section 1. It is recommended that such transfers are actioned within 24 hours of posting your application and sent a day before the close of the Offer for Subscription.

Evidence of the source of funds will also be required. Typically this will be a copy of the remitting bank account statement clearly identifying the applicant's name, the value of the debit (equal to the application value) and the crediting account details or application reference. A photocopy of the transaction can be enclosed with your application or a pdf copy can also be scanned & emailed to [operationalsupportteam@linkgroup.co.uk](mailto:operationalsupportteam@linkgroup.co.uk). Photographs of the electronic transfer are not acceptable.

Any delay in providing monies may affect acceptance of the application. If the Receiving Agent is unable to match your application with a bank payment, there is a risk that your application could be delayed or will not be treated as a valid application and may be rejected by the Company and/or the Receiving Agent.

**Please Note** – you should check with your bank regarding any limits imposed on the level and timing of transfers allowed from your account (for example, some banks apply a maximum transaction or daily limit, and you may need to make the transfer as more than one payment). You should also ensure that any charges levied by your bank for completing the transfer are paid separately.

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference or where a payment has been received but without an accompanying application form.

(c) **CREST Settlement**

If you so choose to settle your application within CREST, that is by DvP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of new Ordinary Shares to be made against payment of the Issue Price per Ordinary Share using the CREST matching criteria set out below:

Trade date:	8 July 2021
Settlement date:	13 July 2021
Company:	Augmentum Fintech plc
Security description:	Ordinary Shares
SEDOL:	BG12XV8
ISIN:	GB00BG12XV81
CREST message type:	DEL

Should you wish to settle by DvP, you will need to input your CREST DEL instructions to Link Group's CREST participant account RA06 by no later than 11.00 a.m. on 8 July 2021.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.

Applicants wishing to settle by DvP will still need to complete and submit a valid Application Form by the 11.00 a.m. deadline. You should tick the relevant payment method box in section 1.

Note: Link Group will not take any action until a valid DEL message has been alleged to the Participant account by the applicant. No acknowledgement of receipt or input will be provided.

In the event of late/non settlement the Company reserves the right to deliver new Ordinary Shares outside of CREST in certificated form provided that payment has been made in terms satisfactory to the Company and all other conditions of the Offer for Subscription have been satisfied.

## **6 Anti-money Laundering**

Anti-money laundering checks are required by law to be performed on certain financial transactions. The checks are undertaken to make sure investors are genuinely who they say they are and that any application monies have not been acquired illegally or that Link itself is not being used as part of criminal activity, most commonly the placement, layering and integration of illegally obtained money.

Whilst Link may carry out checks on any application, they are usually only performed when dealing with application values above a certain threshold, commonly referred to as the anti-money laundering threshold which is the Sterling equivalent of €15,000 (currently approximately £13,000).

Link will make enquiries to credit reference agencies to meet its anti-money laundering obligations and the applicant may be required to provide an original or certified copy of their passport, driving licence and recent bank statements to support such enquiries. Anti-money laundering checks do not mean the investor is suspected of anything illegal and there is nothing to worry about.

The checks made at credit reference agencies leave an 'enquiry footprint' – an indelible record so that the investor can see who has checked them out. The enquiry footprint does not have any impact on their credit score or on their ability to get credit. Anti-Money Laundering Checks appear as an enquiry/soft search on the investors credit report. The report may contain a note saying "Identity Check to comply with Anti Money Laundering Regulations".

## **7 Contact details**

To ensure the efficient and timely processing of this application please enter below the contact details of a person the Company (or any of its agents) may contact with all enquiries concerning this application. – If no details are provided this may delay obtaining the additional information required and may result in your application being rejected or revoked.

E-mail address	
Telephone No	

## 8 Queries

If you have any queries on how to complete this Form or if you wish to confirm your final allotment of shares, please call the Link Group help line on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.30 pm, Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Proposals nor give any financial, legal or tax advice.

## NOTES ON HOW TO COMPLETE THE OFFER FOR SUBSCRIPTION APPLICATION FORM

***Applications should be returned so as to be received by Link Group no later than 11.00 a.m. on 8 July 2021.***

In addition to completing and returning the Application Form to Link Group, you will also need to complete and return a Tax Residency Self Certification Form. The “individual tax residency self-certification – sole holding” form can be found at the end of this document (Appendix 2). Further copies of this form and the relevant form for joint holdings or corporate entity holdings can be requested from Link Group by calling the Helpline number below.

***It is a condition of application that (where applicable) a completed version of the Tax Residency Self Certification Form is provided with the Application Form before any application can be accepted.***

**Helpline:** If you have a query concerning the completion of this Application Form, please telephone Link Group on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

### 1 Application

Fill in (in figures) in Box 1 the aggregate value, at the Issue Price (being 135.5 pence per new Ordinary Share), of the number of new Ordinary Shares being subscribed for. The number being subscribed for must be a minimum of 738 new Ordinary Shares (being a minimum subscription amount of £1,000) and thereafter in multiples of £1,000. Financial intermediaries who are investing on behalf of clients should make separate applications for each client.

### 2 Payment method

Mark in the relevant box to confirm your payment method, i.e. cheque/banker's draft, bank transfer or settlement via CREST.

### 3 Holder details

Fill in (in block capitals) the full name(s) of each holder and the address of the first named holder. Applications may only be made by persons aged 18 or over. In the case of joint holders only the first named may bear a designation reference. A maximum of four joint holders is permitted. All holders named must sign the Application Form in section 5.

#### 4 CREST

If you wish your new Ordinary Shares to be deposited in a CREST account in the name of the holders given in section 2, enter in section 3 the details of that CREST account. Where it is requested that new Ordinary Shares be deposited into a CREST account, please note that payment for such new Ordinary Shares must be made prior to the day such new Ordinary Shares might be allotted and issued, unless settling by DvP in CREST.

#### 5 Signature

All holders named in section 2 must sign section 4 and insert the date. The Application Form may be signed by another person on behalf of each holder if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk). A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.

#### 6 Settlement details

##### (d) **Cheque/Banker's draft**

All payments by cheque or banker's draft must accompany your application and be for the exact amount inserted in Box 1 of the Application Form. Your cheque or banker's draft must be made payable to "**LMS Re: Augmentum Fintech OFS A/C**" in respect of an Application and crossed "**A/C Payee Only**". Applications accompanied by a post-dated cheque will not be accepted.

Cheques or banker's drafts must be drawn on an account where the applicant has sole or joint-title to the funds and on an account at a branch of a bank or building society in the United Kingdom, Channel Islands or Isle of Man which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which is a member of either of the Committees of Scottish or Belfast clearing houses or which has arranged for its cheques and banker's drafts to be cleared through the facilities provided by any of those companies or committees and must bear the appropriate sort code in the top right hand corner.

Third party cheques may not be accepted, with the exception of building society cheques or banker's drafts where the building society or bank has inserted on the back of the cheque the full name of the building society or bank account holder and have added the building society or bank branch stamp. The name of the building society or bank account holder must be the same as the name of the current shareholder or prospective investor. Please do not send cash. Cheques or banker's drafts will be presented for payment upon receipt. The Company reserves the right to instruct the Receiving Agent to seek special clearance of cheques and banker's drafts to allow the Company to obtain value for remittances at the earliest opportunity.

##### (e) **Bank transfer**

For applicants sending subscription monies by electronic bank transfer (CHAPs), payment must be made for value by 11.00 a.m. on 8 July 2021 directly into the bank account detailed below. The payment instruction must also include a unique reference comprising your name and a contact telephone number which should be entered in the reference field on the payment instruction, **for example**, MJ SMITH 01234 567 8910.

Bank:	Lloyds Bank plc
Sort Code:	30-80-12
Account No:	21771068
Swift code:	LOYDGB21F09
IBAN:	GB15LOYD30801221771068
Account Name:	LMS Re: Augmentum Fintech OFS CHAPS A/C

Electronic payments must come from a UK, Channel Islands or Isle of Man bank account and from a personal account in the name of the individual applicant where they have sole or joint title to the funds. The account name should be the same as that inserted Box 2 of the Application Form and payments

must relate solely to your Application. You should tick the relevant payment method box in section 1. It is recommended that such transfers are actioned within 24 hours of posting your application.

Evidence of the source of funds will also be required. Typically this will be a copy of the remitting bank account statement clearly identifying the applicant's name, the value of the debit (equal to the application value) and the crediting account details or application reference. A photocopy of the transaction can be enclosed with your application or a pdf copy can also be scanned & emailed to [operationalssupportteam@linkgroup.co.uk](mailto:operationalssupportteam@linkgroup.co.uk). Photographs of the electronic transfer are not acceptable.

Any delay in providing monies may affect acceptance of the application. If the Receiving Agent is unable to match your application with a bank payment, there is a risk that your application could be delayed or will not be treated as a valid application and may be rejected by the Company and/or the Receiving Agent.

**Please Note** – you should check with your bank regarding any limits imposed on the level and timing of transfers allowed from your account (for example, some banks apply a maximum transaction or daily limit, and you may need to make the transfer as more than one payment). You should also ensure that any charges levied by your bank for completing the transfer are paid separately.

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference or where a payment has been received but without an accompanying application form.

(f) ***CREST settlement***

The Company will apply for the new Ordinary Shares issued pursuant to the Offer for Subscription in uncertificated form to be enabled for CREST transfer and settlement with effect from Admission (the "**Relevant Settlement Date**"). Accordingly, settlement of transactions in the new Ordinary Shares will normally take place within the CREST system.

The Application Form contains details of the information which the Company's Receiving Agent, Link Group, will require from you in order to settle your application within CREST, if you so choose. If you do not provide any CREST details or if you provide insufficient CREST details for Link Group to match to your CREST account, Link Group will deliver your new Ordinary Shares in certificated form provided payment has been made in terms satisfactory to the Company.

The right is reserved to issue your new Ordinary Shares in certificated form should the Company, having consulted with Link Group, consider this to be necessary or desirable. This right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST or any part of CREST or on the part of the facilities and/or system operated by Link Group in connection with CREST.

The person named for registration purposes in your Application Form must be: (a) the person procured by you to subscribe for or acquire the new Ordinary Shares; or (b) yourself; or (c) a nominee of any such person or yourself, as the case may be. Neither Link Group nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. You will need to input the delivery versus payment ("**DvP**") instructions into the CREST system in accordance with your application. The input returned by Link Group of a matching or acceptance instruction to our CREST input will then allow the delivery of your new Ordinary Shares to your CREST account against payment of the Issue Price through the CREST system upon the Relevant Settlement Date.

By returning your Application Form you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of new Ordinary Shares to be made prior to 11.00 a.m. on 8 July 2021 against payment of the Issue Price. Failure by you to do so will result in you being charged interest at the rate of two percentage points above the then published bank base rate of a clearing bank selected by Link Group.

If you so choose to settle your application within CREST, that is by DvP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of new Ordinary Shares to be made against payment of the Issue Price per ordinary share using the following CREST matching criteria set out below:

Trade date:	8 July 2021
Settlement date:	13 July 2021
Company:	Augmentum Fintech plc
Security description:	Ordinary Shares
SEDOL:	BG12XV8
ISIN:	GB00BG12XV81
CREST message type:	DEL

Should you wish to settle by DvP, you will need to input your CREST DEL instructions to Link Group's participant account RA06 by no later than 11.00 a.m. on 8 July 2021.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.

Applicants wishing to settle by DvP will still need to complete and submit a valid Application Form by the 11.00 a.m. deadline. You should tick the relevant payment method box in section 1.

Note: Link Group will not take any action until a valid DEL message has been alleged to the participant account by the applicant.

No acknowledgement of receipt or input will be provided.

In the event of late/non settlement the Company reserves the right to deliver new Ordinary Shares outside of CREST in certificated form provided that payment has been made in terms satisfactory to the Company and all other conditions of the Offer for Subscription have been satisfied.

 <b>Tax Residency Self-Certification Form (Individuals)</b> <i>A separate form is required for each holder</i>	
<b>Company that shares are held in:*</b>	Augmentum Fintech plc
<b>Investor code*</b>	
<b>Name:*</b>	
<b>Registered Address:*</b> <i>If your address has changed, then you will need to notify us separately. See the questions and answers.</i>	
<b>Tax Residence Address</b> <i>Only if different to your registered address above.</i>	
<b>Date of Birth*</b> <i>(DD/MM/YYYY)</i>	
<b>Country/Countries of Residence for Tax Purposes</b>	
<b>Country of residence for tax purposes</b>	<b>Tax Identification Number</b> <i>In the UK this would be your NI number</i>
1*	1*
2	2
3	3
4	4
<b>US Citizen</b> Please mark the box ONLY if you are a US Citizen (see Definitions) <input type="checkbox"/>	
<b>Declarations and Signature</b> <p>I acknowledge that the information contained in this form and information regarding my shares may be reported to the local tax authority and exchanged with tax authorities of another country or countries in which I may be tax resident where those countries have entered into Agreements to exchange Financial Account information.</p> <p>I undertake to advise the Company within 30 days of any change in circumstances which causes the information contained herein to become incorrect and to provide the Company with a suitably updated Declaration within 30 days of such change in circumstances.</p> <p>I certify that I am the shareholder (or I am authorised to sign for the shareholder**). If this relates to a joint holding, I also acknowledge that as a joint holder I may be reported to the relevant tax authority if all the other holders do not provide a Tax Residency Self-Certification.</p> <p>I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.</p>	
<b>Signature:*</b>	
<b>Print Name:*</b>	
<b>Date:*</b>	
<b>Daytime telephone number/email address***</b>	
<small>* Mandatory field</small> <small>** If signing under a power of attorney, please also attach a certified copy of the power of attorney.</small> <small>*** We will only contact you if there is a question around the completion of the self- certification form.</small>	

## INTRODUCTION

The law requires that Financial Institutions collect, retain and report certain information about their account holders, including the account holders tax residency.

Please complete the form above and provide any additional information requested.

If your declared country/countries of residence for tax purposes is not the same as that of the Financial Institution and is either the US or is on the OECD list of countries which have agreed to exchange information (<http://www.oecd.org/tax/transparency/AEOI-commitments.pdf>), the Financial Institution will be obliged to share this information with its local tax authority who may then share it with other relevant local tax authorities.

Failure to validly complete and return this form will result in you being reported onwards to the relevant local tax authority. Additionally, if this form has been issued in conjunction with an application for a new holding, then your application may be adversely impacted.

Definitions of terms used in this form can be found below.

If your registered address (or name) has changed, then you must advise us separately. Any details you enter in the "Tax Residence Address" will be used for tax purposes only and will not be used to update your registered details.

If any of the information about your tax residency changes, you are required to provide the Company with a new, updated, self-certification form within 30 days of such change in circumstances.

## JOINT HOLDERS (IF RELEVANT)

All joint holders are treated as separate holders for these tax purposes and every joint holder is required to give an Individual Tax Residency Self-Certification. If any one or more is reportable, the value of the whole shareholding will be reported for all joint shareholder(s).

If we do not receive the self-certification from each joint shareholder, then the whole holding will be treated as undocumented and all holders (including those who have completed the self-certification form) will be reported to the relevant tax authorities.

**If you have any remaining questions about how to complete this form or about how to determine your tax residency status you should contact your tax adviser.**

## DEFINITIONS

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information ("The Common Reporting Standard") <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/> contains definitions for the terms used within it. However, the following definitions are for general guidance only to help you in completing this form.

### **"Account Holder"**

The Account Holder is either the person(s) whose name(s) appears on the share register of a Financial Institution. Or where Link holds the shares on your behalf, the person whose name appears on the register of entitlement that Link maintains.

### **"Country/Countries of residence for tax purposes"**

You are required to list the country or countries in which you are resident for tax purposes, together with the tax reference number which has been allocated to you, often referred to as a **tax identification number (TIN)**. Special circumstances (such as studying abroad, working overseas, or extended travel) may cause you to be resident elsewhere or resident in more than one country at the same time (dual residency). The country/countries in which you might be obliged to submit a tax return are likely to be your country/countries of tax residence. If you are a US citizen or hold a US passport or green card, you will also be considered tax resident in the US even if you live outside the US.

**“Tax Identification Number or TIN”**

The number used to identify the shareholder in the country of residence for tax purposes.

Different countries (or jurisdictions) have different terminology for this and could include such as a National Insurance number, social security number or resident registration number. Some jurisdictions that do issue TINs have domestic law that does not require the collection of the TIN for domestic reporting purposes so that a TIN is not required to be completed by a shareholder resident in such jurisdictions. Some jurisdictions do not issue a TIN or do not issue a TIN to all residents.

**“US Citizen”**

- All US citizens. An individual is a citizen if that person was born in the United States or if the individual has been naturalized as a US citizen.
- You can also be a US citizen, even if born outside the United States if one or both of your parents are US citizens.

**If you have any questions about these definitions or require further details about how to complete this form then please contact your tax adviser.**

**NOTHING IN THIS DOCUMENT CAN BE CONSIDERED TO BE TAX ADVICE.**

