

# **Augmentum** investing in Fintech

**Prospectus**  
June 2019



## Summary

Summaries are made up of disclosure requirements known as “Elements”. These elements are numbered in Sections A-E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for the Shares being issued pursuant to the prospectus issued by Augmentum Fintech plc (the “**Company**”), a closed-ended investment company, which comprises this summary, a securities note and a registration document each dated 14 June 2019 (the “**Prospectus**”) (with capitalised terms in this summary having the meaning given to them in the securities note and registration document as applicable). Some Elements are not required to be addressed which means there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted into the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of “not applicable”.

Section A – Introduction and warnings		
<i>Element</i>	<i>Disclosure Requirement</i>	<i>Disclosure</i>
<b>A.1</b>	<b>Warning</b>	<p>This summary should be read as an introduction to the Prospectus. Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor.</p> <p>Where a claim relating to the information contained in the Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such securities.</p>
<b>A.2</b>	<b>Subsequent resale of securities or final placement of securities through financial intermediaries</b>	<p>The Company consents to the use of the Prospectus by financial intermediaries in connection with the subsequent resale or final placement of securities by financial intermediaries.</p> <p>The offer period within which any subsequent resale or final placement of securities by Intermediaries can be made and for which consent to use the Prospectus is given commences on 14 June 2019 and closes on 1 July 2019, unless closed prior to that date.</p> <p><b>Any financial intermediary that uses the Prospectus must state on its website that it uses the Prospectus in accordance with the Company’s consent.</b> 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. <b>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.</b></p>

Section B – Issuer																																			
<i>Element</i>	<i>Disclosure Requirement</i>	<i>Disclosure</i>																																	
<b>B.1</b>	<b>Legal and commercial name</b>	Augmentum Fintech plc.																																	
<b>B.2</b>	<b>Domicile and legal form</b>	The Company was incorporated in England and Wales on 19 December 2017 with registered number 11118262 as a public company limited by shares under the Act. The principal legislation under which the Company operates is the Act.																																	
<b>B.5</b>	<b>Group description</b>	<p>The Company is the holding company of the Group. The Company has two corporate subsidiaries, both of which are wholly owned by the Company and are incorporated in England and Wales as private limited companies:</p> <ul style="list-style-type: none"> <li>(i) the General Partner (Augmentum Fintech GP Limited), the principal activity of which is to act as the general partner of the Partnership; and</li> <li>(ii) the Portfolio Manager (Augmentum Fintech Management Limited), the principal activity of which is to act as the investment manager of the Company.</li> </ul> <p>The Partnership is also a subsidiary undertaking of the Company.</p>																																	
<b>B.6</b>	<b>Major shareholders</b>	<p>So far as is known to the Company, and which is notifiable under the Disclosure Guidance and Transparency Rules, as at the Latest Practicable Date, the following persons held, directly or indirectly, three per cent. or more of the issued Ordinary Shares or the Company's voting rights:</p> <table> <tr> <th><i>Name</i></th><th><i>Number of Shares held</i></th><th><i>% of voting rights</i></th></tr> <tr> <td>RIT Capital Partners</td><td>12,831,925</td><td>13.65</td></tr> <tr> <td>Canaccord Genuity Wealth Management</td><td>10,468,495</td><td>11.14</td></tr> <tr> <td>South Yorkshire Pensions Authority</td><td>6,000,000</td><td>6.38</td></tr> <tr> <td>Mr D Carter &amp; Mrs A Carter</td><td>4,000,000</td><td>4.26</td></tr> <tr> <td>Close Brothers Asset Management</td><td>3,817,000</td><td>4.06</td></tr> <tr> <td>IPS Capital</td><td>3,733,439</td><td>3.97</td></tr> <tr> <td>Wellian Investment Solutions</td><td>3,300,000</td><td>3.51</td></tr> <tr> <td>EFG Harris Allday</td><td>3,083,668</td><td>3.28</td></tr> <tr> <td>Smith &amp; Williamson Wealth Management</td><td>3,071,597</td><td>3.27</td></tr> <tr> <td>SVM Asset Management</td><td>2,920,000</td><td>3.11</td></tr> </table> <p>All holders of Shares have the same voting rights in respect of the share capital of the Company.</p> <p>As at the Latest Practicable Date, the Company and the Directors are not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.</p>	<i>Name</i>	<i>Number of Shares held</i>	<i>% of voting rights</i>	RIT Capital Partners	12,831,925	13.65	Canaccord Genuity Wealth Management	10,468,495	11.14	South Yorkshire Pensions Authority	6,000,000	6.38	Mr D Carter & Mrs A Carter	4,000,000	4.26	Close Brothers Asset Management	3,817,000	4.06	IPS Capital	3,733,439	3.97	Wellian Investment Solutions	3,300,000	3.51	EFG Harris Allday	3,083,668	3.28	Smith & Williamson Wealth Management	3,071,597	3.27	SVM Asset Management	2,920,000	3.11
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<b>B.7</b>	<b>Key financial information</b>	Selected key audited figures which summarise the financial condition of the Company in respect of the period from incorporation on 19 December 2017 to 31 March 2019 are set out in the table below. This information has been extracted without material adjustment from the Annual Report of the Company.																																	

		<p style="text-align: right;"><i>As at 31 March 2019 (audited) (£'000)</i></p> <p><b>Consolidated balance sheet</b></p> <p><b>Non-current assets</b></p> <p>Investments held at fair value 77,600</p> <p>Fixed assets 39</p> <p><b>Current assets</b></p> <p>Cash and cash equivalents 25,592</p> <p>Other receivables 56</p> <p><b>Total assets</b> 103,287</p> <p><b>Current liabilities</b></p> <p>Other payables (217)</p> <p><b>Total net assets</b> 103,070</p> <p>Net assets per Ordinary Share (pence) 109.6</p> <p style="text-align: right;"><i>From 19 December 2017 to 31 March 2019 (audited) (£'000)</i></p> <p><b>Consolidated statement of comprehensive income</b></p> <p>Gains on investments 12,183</p> <p>Interest income 222</p> <p>AI/AM and investment advisory fees (1,116)</p> <p>Other expenses (1,260)</p> <p>Return before taxation 10,029</p> <p>Profit for the period 10,029</p> <p>Return per Ordinary Share (pence) 13.0p</p> <p>In June 2019 the Company made follow-on investments in existing portfolio companies in an aggregate amount of £8.5 million.</p> <p>Save as disclosed above, there has been no significant change in the financial or trading position of the Company during the period covered by the historical key financial information or since 31 March 2019, being the date to which the latest audited financial information of the Company has been prepared.</p>
<b>B.8</b>	<b>Key pro forma financial information</b>	Not applicable. No pro forma financial information is included in the Prospectus.
<b>B.9</b>	<b>Profit forecast</b>	Not applicable. No profit forecast or estimate has been made in the Prospectus.
<b>B.10</b>	<b>Description of the nature of any qualifications in the audit report on the historical financial information</b>	Not applicable. The audited financial statements of the Company do not contain any qualifications.
<b>B.11</b>	<b>Insufficiency of working capital</b>	Not applicable. 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 the Prospectus.

B.34	<b>Investment objective and policy</b>	<p><b>Investment objective</b></p> <p>The Company's investment objective is to generate capital growth over the long term through investment in a focused portfolio of fast growing and/or high potential private financial services technology ("<b>fintech</b>") businesses based predominantly in the UK and wider Europe.</p> <p><b>Investment policy</b></p> <p>In order to achieve its investment objective, the Company invests in early (but not seed) or later stage investments in unquoted fintech businesses. The Company intends to realise value through exiting the investments over time.</p> <p>The Company seeks exposure to early stage businesses which are high growth, with scalable opportunities, and have disruptive technologies in the banking, insurance and asset management sectors as well as those that provide services to underpin the financial sector and other cross-industry propositions.</p> <p>Investments are expected to be mainly in the form of equity and equity-related instruments issued by portfolio companies, although investments may be made by way of convertible debt instruments. The Company intends to invest in unquoted companies and will ensure that the Company has suitable investor protection rights where appropriate. The Company may also invest in partnerships, limited liability partnerships and other legal forms of entity. The Company will not invest in publicly traded companies. However, portfolio companies may seek initial public offerings from time to time, in which case the Company may continue to hold such investments without restriction.</p> <p>The Company may acquire investments directly or by way of holdings in special purpose vehicles or intermediate holding entities (such as the Partnership).</p> <p>The Management Team has historically taken a board or observer position on investee companies and, where in the best interests of the Company, will do so in relation to future investee companies.</p> <p>The Company's portfolio is expected to be diversified across a number of geographical areas predominantly within the UK and wider Europe and the Company will at all times invest and manage the portfolio in a manner consistent with spreading investment risk.</p> <p>The Management Team will actively manage the portfolio to maximise returns, including helping to scale the team, refining and driving key performance indicators, stimulating growth, and positively influencing future financing and exits.</p> <p><b>Investment restrictions</b></p> <p>The Company will invest and manage its assets with the object of spreading risk through the following investment restrictions:</p> <ul style="list-style-type: none"> <li>● the value of no single investment (including related investments in group entities or related parties) will represent more than 15 per cent. of Net Asset Value, provided that one investment in the portfolio may represent up to 20 per cent of Net Asset Value, and disregarding the effect of the receipt of rights, bonuses, benefits in the nature of capital or by reason of any other action affecting every holder of that investment; and</li> <li>● at least 80 per cent of Net Asset Value will be invested in businesses which are headquartered in or have their main centre of business in the UK or wider Europe.</li> </ul>
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<b>B.35</b>	<b>Borrowing limits</b>	<p>The Company may, from time to time, use borrowings to manage its working capital requirements but shall not borrow for investment purposes. Borrowings will not exceed 10 per cent. of the Company's Net Asset Value, calculated at the time of borrowing.</p>
<b>B.36</b>	<b>Regulatory status</b>	<p>As a public limited company incorporated under the Act that carries on its business as an investment trust, the Company is not regulated as a collective investment scheme by the Financial Conduct Authority. However, it is subject to the Listing Rules, the Prospectus Rules, the Disclosure Guidance and Transparency Rules, the Market Abuse Regulation and the rules of the London Stock Exchange.</p>
<b>B.37</b>	<b>Typical investor</b>	<p>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.</p> <p>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).</p> <p>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.</p>



<b>B.38</b>	<b>Investment of 20 per cent. or more of gross assets in single underlying asset or collective investment undertaking</b>	Not applicable.
<b>B.39</b>	<b>Investment of 40 per cent. or more of gross assets in another collective investment undertaking</b>	Not applicable.
<b>B.40</b>	<b>Applicant's service providers</b>	<p><b><i>Portfolio Manager</i></b></p> <p>The Company is structured as an internally managed closed-ended investment company. The Portfolio Manager (a wholly owned subsidiary of the Company) manages the investment portfolio of the Company, including the investment and reinvestment of its portfolio, as a delegate of the AIFM.</p> <p>The Company, the AIFM and the Portfolio Manager have entered into the Portfolio Management Agreement. Under the terms of the Portfolio Management Agreement, the Portfolio Manager is entitled to a management fee together with reimbursement of reasonable expenses incurred by it in the performance of its duties. The management fee is payable monthly in arrears at a rate of 1.5 per cent. of the Net Asset Value per annum, falling to 1.0 per cent. of any Net Asset Value in excess of £250 million.</p> <p>The Portfolio Manager is entitled to a carried interest fee in respect of the performance of any investments and follow-on investments made from Admission. Each carried interest fee operates in respect of investments made during a 24 month period and related follow-on investments made for a further 36 month period save that the first carried interest fee shall be in respect of investments acquired using 80 per cent. of the net proceeds of the Company's IPO in March 2018 and related follow-on investments.</p> <p>Subject to certain exceptions, the Portfolio Manager will receive, in aggregate, 15 per cent. of the net realised cash profits from the investments and follow-on investments made over the relevant period once the Company has received an aggregate annualised 10 per cent. realised return on investments and follow-on investments made during the relevant period. The Portfolio Manager's return is subject to a "catch-up" provision in its favour.</p> <p>The carried interest fee will be paid in cash as soon as practicable after the end of each relevant period, save that at the discretion of the Board payments of carried interest fee may be made in circumstances where the relevant basket of investments has been realised in part, subject to claw-back arrangements in the event that payments have been made in excess of the Portfolio Manager's entitlement to any carried interest fees as calculated following the relevant period.</p>

		<p>The management fee is used to pay the overheads of the Portfolio Manager, including the salaries and remuneration of the Management Team and any other employees taken on in due course, as well as amounts put aside to provide for pension and retirement benefits, rent and utilities expenditure. The carried interest fee will be used to fund the carried interest plans which the Portfolio Manager implements for the Management Team. Salaries and the remuneration of the Directors, Management Team and employees of the Portfolio Manager (including the allocation of the carried interest fees to be paid to the Portfolio Manager) will be determined within the framework set by the Management Engagement and Remuneration Committee.</p> <p>The management fee will be reviewed from time to time by the Management Engagement and Remuneration Committee, with the intention of ensuring that the fee reflects the costs of operating the Portfolio Manager. The management fee may be adjusted upwards or downwards from time to time to reflect these costs. However it is not expected that the management fee would be adjusted upwards except to compensate for any material decrease in Net Asset Value.</p> <p><b>Joint Sponsor and Joint Bookrunner</b></p> <p>Fidante Capital has agreed to act as joint sponsor and joint bookrunner to the Share Issuance Programme and to use reasonable endeavours to procure subscribers under the Initial Placing and Subsequent Placings for Shares.</p> <p><b>Joint Sponsor, Joint Bookrunner and Intermediaries Offer Adviser</b></p> <p>Peel Hunt has agreed to act as joint sponsor and joint bookrunner to the Share Issuance Programme and to use reasonable endeavours to procure subscribers under the Initial Placing and Subsequent Placings for Shares. Peel Hunt has also been appointed to act as intermediaries offer adviser in relation to the Intermediaries Offer.</p> <p><b>AIFM, Company Secretary and Administrator</b></p> <p>Frostrow Capital LLP has been appointed as the Company's alternative investment fund manager for the purposes of the AIFM Rules. In addition, the AIFM will provide company secretarial, administrative and marketing services to the Company.</p> <p>Under the terms of the AIFM Agreement, the AIFM is entitled to a fee calculated as:</p> <ul style="list-style-type: none"> <li>● on NAV up to £150 million: 0.225 per cent. per annum;</li> <li>● on that part of NAV in excess of £150 million and up to £500 million: 0.2 per cent. per annum; and</li> <li>● on that part or NAV in excess of £500 million: 0.175 per cent. per annum,</li> </ul> <p>calculated on the last working day of each month and payable monthly in arrears.</p> <p>Under the Portfolio Management Agreement, the AIFM has delegated the management of the Company's portfolio to the Portfolio Manager.</p> <p><b>Depositary</b></p> <p>IQ EQ Depositary Company (UK) Limited (formerly known as Augentius Depositary Company Limited) has been appointed as depositary to provide depositary services to the Company, which includes safekeeping of the assets of the Company. The Depositary acts as global custodian and is permitted to delegate (and authorise its delegates to sub-delegate) the safekeeping of the assets of the Company.</p>
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		<p>Under the terms of the Depositary Agreement, the Depositary is entitled to be paid an annual depositary fee of £25,000 plus certain event-driven fees.</p> <p><b>Registrar</b></p> <p>Link Asset Services has been appointed as the Company's registrar to provide share registration services.</p> <p>The Registrar is entitled to receive from the Company an annual maintenance fee of £1.20 per Shareholder account per annum, subject to a minimum fee of £4,500 per annum (plus VAT if applicable). The Registrar is also entitled to certain activity fees.</p> <p><b>Receiving Agent</b></p> <p>Link Asset Services has been appointed to provide receiving agent services to the Company in respect of the Initial Issue.</p> <p>Under the terms of the Receiving Agent Agreement, the Receiving Agent is entitled to customary fees.</p>
<b>B.41</b>	<b>Regulatory status of the AIFM, portfolio manager and depositary</b>	<p>The AIFM is authorised and regulated by the FCA.</p> <p>The Portfolio Manager is authorised and regulated by the FCA.</p> <p>The Depositary is authorised and regulated by the FCA.</p>
<b>B.42</b>	<b>Calculation and publication of Net Asset Value</b>	<p>The Net Asset Value of the Company and the Net Asset Value per Ordinary Share (and per C Share, where applicable) is calculated in Sterling by the AIFM, and approved by the Board, on a semi-annual basis as at 30 September (unaudited) and 31 March (audited).</p> <p>Details of each semi-annual valuation is, and details of any suspension in the making of such valuations will be, announced by the Company through a Regulatory Information Service as soon as practicable after the end of the relevant six-month period.</p>
<b>B.43</b>	<b>Cross liability</b>	<p>Not applicable. The Company is not an umbrella collective investment undertaking and as such there is no cross liability between classes or investment in another collective investment undertaking.</p>
<b>B.44</b>	<b>No financial statements have been made up</b>	<p>Not applicable. The Company has commenced operations and historical financial information is included within the Prospectus.</p>

B.45	Portfolio	As at the Latest Practicable Date, the Company's portfolio comprised 14 investments, with an aggregate value of £86.1 million.						
		A summary of the Company's portfolio is set out below.						
		The valuations below are as at 31 March 2019 (audited) save where indicated below. There has been no material change in the Company's investments between the Latest Practicable Date and the date of this Summary.						
		Trading name	Legal name	Sector	Valuation (£)	Investment type	Percentage shareholding in portfolio company <sup>1</sup>	Percentage of the Company's portfolio
		BullionVault	Galmarley Ltd	Precious metals trading	£7.6 million	Ordinary shares	11.0%	8.8%
		DueDil	DueDil Ltd	Private company information	£3.0 million <sup>2</sup>	C ordinary shares and convertible loan note	14.2%	3.5%
		Farewill	Farewill Ltd	Digital will management	£4.0 million	A ordinary shares	13.6%	4.7%
		Interactive Investor	Antler Holdco Limited	Trading and investment	£10.1 million	A ordinary shares	3.7%	11.7%
		iwoca	Iwoca Ltd	SME Lending	£7.5 million	D ordinary shares	2.8%	8.7%
		Monese	Monese Ltd	Challenger banking	£9.0 million <sup>2</sup>	B ordinary shares and convertible loan note	5.4%	10.5%
		Onfido	Onfido Ltd	Identity verification	£4.0 million	C ordinary shares and convertible loan note	1.5%	4.6%
		Tide	Tide Platform Limited	SME challenger banking	£10.0 million <sup>2</sup>	Convertible loan notes	N/A	11.6%
		Unmortgage	Unmortgage Ltd	Property financing	£2.5 million	A ordinary shares	7.0%	2.9%
		Zopa	Zopa Group Limited	Banking and investment	£22.0 million	Series 3 preferred shares	6.2%	25.6%
Others			£6.4 million			7.4%		
		Total	£86.1 million					
B.46	Net Asset Value	The Company's most recently published Net Asset Value was £103.1 million as of 31 March 2019 (audited), representing a Net Asset Value per Ordinary Share of 109.6 pence.						

<b>Section C – Securities</b>		
<i>Element</i>	<i>Disclosure Requirement</i>	<i>Disclosure</i>
<b>C.1</b>	<b>Type and class of securities</b>	<p>The Company intends to issue Ordinary Shares of nominal value £0.01 each pursuant to the Initial Issue. The Company also intends to issue Ordinary Shares of nominal value £0.01 each and/or C Shares of nominal value £0.10 each pursuant to any Subsequent Issue under the Share Issuance Programme.</p> <p>The ISIN of the Ordinary Shares is GB00BG12XV81. The SEDOL of the Ordinary Shares is BG12XV8. The ticker for the Ordinary Shares is AUGM.</p> <p>The ISIN of the C Shares is GB00BK5XW633. The SEDOL of the C Shares is BK5XW63. The ticker for the C Shares is AUGC.</p>
<b>C.2</b>	<b>Currency denomination of shares</b>	The Shares are denominated in Sterling.

1 On a fully diluted basis.

2 As at 12 June 2019 (unaudited).

<b>C.3</b>	<b>Details of share capital</b>	<p>Set out below is the issued share capital of the Company as at the date of this Summary:</p> <table> <tr> <th></th><th><i>Nominal Value (£)</i></th><th><i>Number</i></th></tr> <tr> <td>Ordinary Shares</td><td>£0.01</td><td>94,000,000</td></tr> </table> <p>The Ordinary Shares are fully paid up.</p>		<i>Nominal Value (£)</i>	<i>Number</i>	Ordinary Shares	£0.01	94,000,000
	<i>Nominal Value (£)</i>	<i>Number</i>						
Ordinary Shares	£0.01	94,000,000						
<b>C.4</b>	<b>Rights attaching to the Ordinary Shares</b>	<p>The holders of the Shares shall only be entitled to receive, and to participate in, any dividends declared in relation to the relevant class of shares that they hold.</p> <p>The holders of Ordinary Shares shall be entitled to all of the Company's remaining net assets after taking into account any net assets attributable to any C Shares (if any) in issue.</p> <p>The Shares shall carry the right to receive notice of, attend and vote at general meetings of the Company.</p> <p>The consent of the holders of Ordinary Shares will be required for the variation of any rights attached to the Ordinary Shares.</p> <p>The consent of the holders of C Shares will be required for the variation of any rights attached to the C Shares.</p>						
<b>C.5</b>	<b>Restrictions on the free transferability of the securities</b>	<p>There are no restrictions on the free transferability of the Shares, subject to compliance with applicable securities laws.</p>						
<b>C.6</b>	<b>Admission</b>	<p>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 Admission will become effective and dealings will commence on 4 July 2019.</p> <p>Applications will also be made to the FCA for all of the Ordinary Shares and/or C Shares to be issued pursuant to each Subsequent Issue under 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. It is expected that any Subsequent Admission will become effective and dealings will commence between 5 July 2019 and 12 June 2020.</p> <p>The Ordinary Shares will not be dealt on any other recognised investment exchange and no applications for Shares to be traded on such other exchanges have been made or are currently expected.</p>						
<b>C.7</b>	<b>Dividend policy</b>	<p>The Directors intend to manage the Company's affairs to achieve Shareholder returns through capital growth rather than income. Therefore, it should not be expected that the Company will pay a significant annual dividend, if any.</p> <p>Regulation 19 of the Investment Trust (Approved Company) (Tax) Regulations 2011 provides that, subject to certain exceptions, an investment trust may not retain more than 15 per cent. of its income in respect of each accounting period. Accordingly, the Company may declare an annual dividend from time to time for the purpose of seeking to maintain its status as an investment trust.</p>						

Section D – Risks		
Element	Disclosure Requirement	Disclosure
<b>D.2</b>	<b>Key information on the key risks that are specific to the Company</b>	<p>The Company has a limited operating history. The past performance of investments selected by the Portfolio Manager and the Management Team is not a reliable indication of the future performance of the Company. There can be no guarantee that the Company will achieve its investment objective or its return objectives, that any dividends will be paid in respect of any financial year or period or that investors will get back the full value of their investment.</p> <ul style="list-style-type: none"> <li>● Save for certain members of the Management Team and other employees of the Portfolio Manager, a wholly owned subsidiary of the Company, the Group has no employees and is reliant on the performance of third party service providers. Failure by the Portfolio Manager, the AIFM or any other third party service provider to perform in accordance with the terms of its appointment could have a material detrimental impact on the operation of the Company.</li> <li>● A failure by the Portfolio Manager to retain key personnel may have an impact on the Company's ability to achieve its investment objective or return objectives.</li> <li>● The Company invests its assets in early-stage companies which, by their nature, may be smaller capitalisation companies. Such companies may not have the financial strength, diversity and resources of larger and more established companies and may find it more difficult to operate, especially in periods of low economic growth.</li> <li>● The Company's investments may be illiquid and a sale may require the consent of other interested parties. Such investments may therefore be difficult to value and realise. Such realisations may involve significant time and cost and/or result in realisations at levels below the value of such investments estimated by the Company.</li> <li>● The Company will invest in a narrow industry sector and will typically hold a relatively small number of investments as compared to many other funds. This may make the performance of the Company more volatile than would be the case if it had a more diversified investment portfolio and may materially and adversely affect the performance of the Company and returns to investors.</li> <li>● Any change in the Company's tax status or in taxation legislation or practice generally could adversely affect the value of the investments held by the Company, or the Company's ability to provide returns to Shareholders, or alter the post-tax returns to Shareholders.</li> </ul>
<b>D.3</b>	<b>Key information on the key risks that are specific to the Shares</b>	<p>The value of the Shares can fluctuate and may go down as well as up.</p> <ul style="list-style-type: none"> <li>● There can be no guarantee that a liquid market in the Shares will exist. Accordingly, Shareholders may be unable to realise their Shares at the quoted market price or at all.</li> <li>● The market price of the Shares, like shares in all investment trusts, 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.</li> </ul>

		<ul style="list-style-type: none"> <li>● If the Directors decide to issue further Shares, whether pursuant to the Share Issuance Programme or otherwise, any additional equity finance will be dilutive to those Shareholders who cannot, or choose not to, participate in such financing.</li> </ul>
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Section E – Offer		
Element	Disclosure Requirement	Disclosure
<b>E.1</b>	<b>Proceeds and expenses of the issue</b>	<p>The total net proceeds of the Initial Issue will depend on the number of new Ordinary Shares issued pursuant to the Initial Issue, the issue price of such new Ordinary Shares and the aggregate costs and expenses of the Initial Issue.</p> <p>The price at which new Ordinary Shares will be issued pursuant to the Initial Issue will be 112 pence per Ordinary Share. This is calculated as being the NAV per Ordinary Share as at 31 March 2019 (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 2.2 per cent. as a contribution towards 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.</p> <p>For illustrative purposes only, assuming that the gross proceeds of the Initial Issue are £30 million and that accordingly 26,785,714 Ordinary Shares are issued pursuant to the Initial Issue, at an Issue Price of 112 pence per new Ordinary Share (being the Company's most recently published NAV per Ordinary Share plus a premium of approximately 2.2 per cent.), the costs and expenses of the Initial Issue would be approximately £0.97 million, of which approximately £0.33 million would exceed the aggregate premium at which the Ordinary Shares are issued and so be borne by the Company. Accordingly the net proceeds of the Initial Issue would be approximately £29.03 million.</p> <p>The total net proceeds of and the costs and expenses of each Subsequent Issue of Shares under the Share Issuance Programme will depend on subscriptions received.</p> <p>The costs and expenses of any issue of Ordinary Shares under the Share Issuance Programme 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.</p>
<b>E.2.a</b>	<b>Reasons for the issue, use of proceeds and estimated net amount of proceeds</b>	<p>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.</p> <p>The Directors intend to use the net proceeds of the Initial Issue and 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.</p>

		<p>The Management Team has identified a pipeline of potential opportunities for the Company to invest in high growth disruptive players across the sub-sectors where it will focus. Through the Management Team's existing industry relationships, the Company expects to be able to benefit from access to an identified pipeline of assets currently in excess of £450 million.</p> <p>The net proceeds of the Initial Issue will depend on the number of new Ordinary Shares issued pursuant to the Initial Issue, the issue price of such new Ordinary Shares and the aggregate costs and expenses of the Initial Issue.</p> <p>The price at which new Ordinary Shares will be issued pursuant to the Initial Issue will be 112 pence per Ordinary Share. This is calculated as being the NAV per Ordinary Share as at 31 March 2019 (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 2.2 per cent. as a contribution towards 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.</p> <p>For illustrative purposes only, assuming that the gross proceeds of the Initial Issue are £30 million and that accordingly 26,785,714 Ordinary Shares are issued pursuant to the Initial Issue, at an Issue Price of 112 pence per new Ordinary Share (being the Company's most recently published NAV per Ordinary Share plus a premium of approximately 2.2 per cent.), the costs and expenses of the Initial Issue would be approximately £0.97 million, of which approximately £0.33 million would exceed the aggregate premium at which the Ordinary Shares are issued and so be borne by the Company. Accordingly the net proceeds of the Initial Issue would be approximately £29.03 million.</p> <p>The net proceeds of any Subsequent Issues under the Share Issuance Programme will depend on subscriptions received. The costs and expenses of any issue of Ordinary Shares under the Share Issuance Programme 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.</p>
<b>E.3</b>	<b>Terms and conditions of the issue</b>	<p>Ordinary Shares are being made available under the Initial Issue at the Issue Price. The Initial Issue comprises the Initial Placing, the Offer for Subscription and the Intermediaries Offer.</p> <p>Each of Fidante Capital and Peel Hunt has agreed to use its reasonable endeavours to procure subscribers pursuant to the Initial Placing for the Ordinary Shares. The Initial Placing will close at 4.00 p.m. on 1 July 2019 (or such later date as the Company, Fidante Capital and Peel Hunt may agree). If the Initial Issue is extended, the revised timetable will be notified through a Regulatory Information Service. The Directors have reserved the right, following consultation with the Joint Bookrunners, to increase the size of the Initial Issue to a maximum of 44,642,857 Ordinary Shares, equating to gross proceeds of approximately £50 million, if overall demand exceeds £30 million.</p> <p>The Offer for Subscription is being made in the United Kingdom, the Channel Islands and the Isle of Man only. 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. Completed Application Forms and the accompanying payment in relation to the Offer for Subscription must be</p>



		<p>posted to the Receiving Agent so as to be received by no later than 11.00 a.m. on 1 July 2019.</p> <p>Under the Intermediaries Offer, the Ordinary Shares are being offered to Intermediaries in the United Kingdom, the Channel Islands and the Isle of Man who will facilitate the participation of their retail investor clients located in the United Kingdom, the Channel Islands and the Isle of Man. A minimum subscription amount of £1,000 per Underlying Applicant will apply. Completed Applications from Intermediaries must be received by Peel Hunt no later than 3.00 p.m. on 1 July 2019.</p> <p>The Initial Issue is conditional upon:</p> <ul style="list-style-type: none"> <li>(a) the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 1 July 2019;</li> <li>(b) the Share Issuance Agreement becoming unconditional as to the Initial Issue (save as to Admission) and not having been terminated in accordance with its terms prior to Admission; and</li> <li>(c) Admission occurring by 8.00 a.m. on 4 July 2019 (or such later date, not being later than 1 August 2019, as the Company, Fidante Capital and Peel Hunt may agree).</li> </ul> <p>Following the Initial Issue, Ordinary Shares and/or C Shares which may be made available pursuant to a Subsequent Issue under the Share Issuance Programme will be issued at the Share Issuance Programme Price. The Share Issuance Programme will close on 12 June 2020 (or any other date on which it is fully subscribed, as agreed between the Company, Fidante Capital and Peel Hunt). Each allotment and issue of Shares pursuant to a Subsequent Issue under the Share Issuance Programme is conditional, <i>inter alia</i>, on:</p> <ul style="list-style-type: none"> <li>(a) any Admission of Shares occurring not later than 8.00 a.m. on such dates as may be agreed between the Company, Fidante Capital and Peel Hunt prior to the closing of each Subsequent Issue, not being later than 12 June 2020;</li> <li>(b) the Share Issuance Agreement becoming otherwise unconditional in all respects and not having been terminated on or before the date of such Admission;</li> <li>(c) the relevant Share Issuance Programme Price of Shares being determined by the Directors;</li> <li>(d) the Company having sufficient Shareholder authorities in place to issue such shares; and</li> <li>(e) a valid Future Summary and/or Future Securities Note and/or Future Registration Document being published by the Company if such is required by the Prospectus Rules.</li> </ul>
<b>E.4</b>	<b>Material interests</b>	Not applicable. There are no interests that are material to the Share Issuance Programme (including the Initial Issue) and no conflicting interests.
<b>E.5</b>	<b>Name of person selling securities and lock-up agreements</b>	Not applicable. No person or entity is offering to sell Shares as part of the Share Issuance Programme (including the Initial Issue).
<b>E.6</b>	<b>Dilution</b>	The Initial Issue is not being made on a pre-emptive basis and existing Shareholders may participate in the Initial Issue on the same terms as any other third party investor. Shareholders who do not participate in the Initial Issue for an amount at least pro rata to their existing holding will

		<p>have their percentage holding diluted following Admission. If the gross proceeds of the Initial Issue are £30 million and accordingly 26,785,714 Ordinary Shares are issued pursuant to the Initial Issue, there would be a dilution of approximately 22.2 per cent. in Shareholders' ownership and voting interests in the Company.</p> <p>If the maximum of 150 million Shares are issued pursuant to the Share Issuance Programme (including in the Initial Issue), there would be an overall dilution of approximately 61.5 per cent. in Shareholders' ownership and voting interests in the Company immediately after the Share Issuance Programme. It is not anticipated that there will be any dilution in the NAV per Share as a result of the Share Issuance Programme.</p>
<b>E.7</b>	<b>Estimated expenses charged to the investor by the issuer</b>	<p>No expenses will be charged to investors by the Company. However, the price at which new Ordinary Shares will be issued pursuant to the Initial Issue will be 112 pence per Ordinary Share. This is calculated as being the NAV per Ordinary Share as at 31 March 2019 (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 2.2 per cent. as a contribution towards 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.</p> <p>All expenses incurred by any Intermediary are for its own account. Investors should confirm separately with any Intermediary whether there are any commissions, fees or expenses that will be applied by such Intermediary in connection with any application made through that Intermediary pursuant to the Intermediaries Offer.</p> <p>The costs and expenses of each issue of Shares pursuant to a Subsequent Issue under the Share Issuance Programme will depend on subscriptions received. In the event that 100 million shares are issued pursuant to a Subsequent Placing, the costs and expenses of that Subsequent Placing are not expected to exceed 2 per cent. of the proceeds of the Subsequent Placing. The costs and expenses of any issue of Ordinary Shares under the Share Issuance Programme 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.</p>

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**THIS REGISTRATION DOCUMENT IS IMPORTANT AND REQUIRES 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 Registration Document, the Securities Note and the Summary together comprise a prospectus relating to Augmentum Fintech plc (the "**Company**") (the "**Prospectus**") prepared in accordance with the Prospectus Rules of the Financial Conduct Authority ("**FCA**") made pursuant to section 73A of FSMA. The Prospectus has been approved by the FCA and has been filed with the FCA in accordance with Rule 3.2 of the Prospectus Rules.

This Registration Document is valid for a period of 12 months following its publication and, save in circumstances where the Company is obliged to publish a supplementary prospectus, will not be updated. A future prospectus for any issuance of additional Shares may, for a period of up to 12 months from the date of the publication of this Registration Document, consist of this Registration Document, a Future Summary and Future Securities Note applicable to each issue and subject to a separate approval by the FCA on each issue. Persons receiving this Registration Document should read the Prospectus together as a whole and should be aware that any update in respect of a Future Summary and Future Securities Note may constitute a material change for the purpose of the Prospectus Rules.

The Company and each of the Directors, whose names appear on page 14 of this Registration Document, accept responsibility for the information contained in this Registration Document. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Registration Document is in accordance with the facts and does not omit anything likely to affect the import of such information.

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# 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)*

## REGISTRATION DOCUMENT

**Joint Sponsor and Joint Bookrunner**

**Fidante Capital**

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

**Peel Hunt LLP**

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Each of Fidante Partners Europe Limited (trading as Fidante Capital) ("**Fidante Capital**") and Peel Hunt LLP ("**Peel Hunt**") 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, the Share Issuance Programme and any Admission and the other arrangements referred to in the Prospectus.

Apart from the responsibilities and liabilities, if any, which may be imposed on Fidante Capital or Peel Hunt 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, neither Fidante Capital nor Peel Hunt makes any representation, express or implied, in relation to, nor accepts any responsibility whatsoever for, the contents of the Prospectus or for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares, the Initial Issue, the Share Issuance Programme or any Admission. Fidante Capital and Peel Hunt (together with their respective affiliates) accordingly, to the fullest extent permissible by law, disclaim all and any responsibility

or liability (save for any statutory liability) whether arising in tort, contract or otherwise which they might otherwise have in respect of the Prospectus or any other statement.

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 this 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.

Copies of this Registration Document, the Securities Note and the Summary (along with any Future Securities Note and Future Summary) will be available on the Company’s website and the National Storage Mechanism of the FCA at [www.morningstar.co.uk/uk/nsm](http://www.morningstar.co.uk/uk/nsm).

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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 Registration 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 the Company at the date of this Registration Document. Additional risks and uncertainties not currently known to the Directors, or that the Directors deem immaterial at the date of this Registration Document, may also have an adverse effect on the performance of the Company. Investors should review this Registration Document carefully and in its entirety and consult with their professional advisers before making an application to participate in the Share Issuance Programme.

### **Risks relating to the Company**

#### ***The Company may not meet its investment objective***

The Company may not achieve its investment objective. Meeting that objective is a target but the existence of such an objective should not be considered as an assurance or guarantee that it can or will be met.

The success of the Company will depend on the Portfolio Manager's ability to identify and realise investments in accordance with the Company's investment policy. This, in turn, will depend on the ability of the Portfolio Manager to apply its investment approach in a way which is capable of identifying suitable investments for the Company to invest in. There can be no assurance that the Portfolio Manager will be successful in implementing its investment strategy or that the Company will generate investment returns for Shareholders or indeed avoid investment losses.

An investor may not get back the amount originally invested. The Company can offer no assurance that its investments will generate gains or income or that any gains or income that may be generated on particular investments will be sufficient to offset any losses that may be sustained.

#### ***The effects of both normal market fluctuations and potential economic crises may impact the Company's business, operating results or financial condition***

The Company may experience fluctuations in its operating results due to a number of factors, including changes in the values of investments made by the Company, changes in operating expenses, and general economic and market conditions (including changes to interest rates, credit spreads, equity risk premium, inflation and bond ratings, changes in laws or regulations, national and international political circumstances as well as the general market pricing of similar investments).

Such variability may lead to volatility in the trading price of the Shares and cause the Company's results for a particular period not to be indicative of its performance in a future period and this may materially adversely affect the performance of the Company, the NAV, the Company's earnings and returns to Shareholders.

#### ***The Company is reliant on the performance of third party service providers***

Save for certain members of the Management Team and other employees of the Portfolio Manager, a wholly owned subsidiary of the Company, the Group has no employees and the Directors have all been appointed on a non-executive basis. Therefore, the Company is reliant upon the performance of third party service providers for its executive function. In particular, the AIFM and Depositary perform services which are integral to the operation of the Company. Failure by any service provider to carry out its obligations to the Company in accordance with the terms of its appointment, together with a failure by the Company to enforce such terms, could have a materially detrimental impact on the operation of the Company.

The past performance of other investments, invested in as a result of the advice of the Management Team cannot be relied upon as an indicator of the future performance of the Company.

***Changes in laws or regulations governing the Company's operations may adversely affect the Company's business***

The Company is subject to laws and regulations enacted by national and local governments. In particular, the Company will be required to comply with certain regulatory requirements that are applicable to listed closed-ended investment companies. The Company must comply with the Listing Rules, Prospectus Rules, the Disclosure Guidance and Transparency Rules, MAR and the rules of the London Stock Exchange.

Any change in the law and regulation affecting the Company may have a material adverse effect on the ability of the Company to carry on its business and successfully pursue its investment policy and on the value of the Company and the Shares. In such event, the investment returns of the Company may be materially adversely affected.

***Concentration of investments***

The Company intends to meet its investment objective by gaining exposure to a focused portfolio of fast growing and/or high potential private fintech businesses based predominantly in the UK and wider Europe. The Company may have no more than 15 per cent. of its Net Asset Value invested in a single investment, provided that one investment in the portfolio may represent up to 20 per cent of Net Asset Value (each calculated at the time of investment).

Concentration of the Company's portfolio of investments in any one holding or in any particular sector may result in greater volatility in the value of the Company's investments and consequently its NAV and may materially adversely affect the performance of the Company, the NAV, the Company's earnings and returns to Shareholders.

***Risks associated with borrowings***

The Company may, from time to time, use borrowings to manage its working capital requirements. Whilst borrowings will not be used for investment purposes, they could enhance the total return on the Shares where the return on the Company's investment portfolio exceeds the cost of borrowing, but will have the opposite effect where the return on the Company's investment portfolio is lower than the cost of borrowing. The use of borrowings by the Company may increase the volatility of the NAV per Share.

To the extent that a fall in the value of the Company's investments causes gearing to rise to a level that is not consistent with the Company's gearing policy, borrowing limits or loan covenants, the Company may have to sell investments in order to reduce borrowings. Such investments may be difficult to realise and therefore the market price which is achievable may give rise to a significant loss of value compared to the book value of the investments, as well as a reduction in income from investments.

The Company will pay interest on any borrowings. As such, the Company is exposed to interest rate risk due to fluctuations in the prevailing market rates to the extent that it has borrowed funds outstanding.

***Currency, interest rate and hedging risks***

The Company's reporting currency and Share price quotation is Sterling. However, the Company may make investments denominated in currencies other than Sterling, including Euros. In addition, an element of the income from the Company's investments will be generated in currencies other than Sterling.

The Company may hedge currency risk in respect of its portfolio if the Board so determines. Any such hedging may include the use of foreign currency borrowings to finance foreign currency assets and derivatives including forward foreign exchange contracts. The Company will not engage in currency trading for speculative purposes. The Company will review its hedging strategy on a regular basis.

There can be no assurance that any hedging can be performed effectively; hedging may also be costly and may reduce the Company's earnings and returns to Shareholders. Furthermore, hedging arrangements may result in counterparty risk and losses in the event of the default or bankruptcy of a counterparty.

Prospective investors should be aware that currency derivatives designed to provide currency hedging may not perfectly hedge the cash flows of the underlying investments. This may result in differences between the value of any such investments and the hedge that relates to it.

Where currency derivatives are used and the reference exchange rate moves significantly from the rate prevailing at the time the particular contract was entered, the Company may be required to deliver a payment, known as “margin”, to the counterparty to collateralise the negative value of a hedging instrument. Depending on the resources available to the Company, its ability to deliver margin may be constrained, may require the Company to sell investments and may impact on the Company’s ability to pay dividends to Shareholders.

Changes in interest rates may adversely affect the value or profitability of the assets of the Company by affecting the spread between the income on its assets and the expense of any interest-bearing liabilities. Moreover, changes in interest rates may affect the valuation of the Company’s assets and the market value of its Shares. Interest rates are sensitive to many factors including governmental, monetary, regulatory and tax policies, as well as domestic and international economic and political considerations which are all beyond the control of the Company.

### **Cyber security risk**

The Company and its service providers are susceptible to operational and information security and related risks of cyber security incidents. In general, cyber incidents can result from deliberate attacks or unintentional events. Cyber security attacks include, but are not limited to, gaining unauthorised access to digital systems (e.g. through “hacking” or malicious software coding) for purposes of misappropriating assets or sensitive information, corrupting data or causing operational disruption. Cyber attacks also may be carried out in a manner that does not require gaining unauthorised access, such as causing denial-of-service attacks on websites (i.e. efforts to make services unavailable to intended users). Cyber security incidents affecting the Directors, the Company, Portfolio Manager, AIFM or Depositary or other service providers such as financial intermediaries have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, including by interference with the Company’s ability to calculate its Net Asset Value; impediments to trading for the Company’s portfolio; the inability of Shareholders to transact business with the Company; violations of applicable privacy, data security or other laws; regulatory fines and penalties; reputational damage; reimbursement or other compensation or remediation costs; legal fees; or additional compliance costs. Similar adverse consequences could result from cyber security incidents affecting issuers of securities in which the Company invests, counterparties with which the Company engages in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions and other parties. While information risk management systems and business continuity plans have been developed which are designed to reduce the risks associated with cyber security, there are inherent limitations in any cyber security risk management systems or business continuity plans, including the possibility that certain risks have not been identified.

### **Substantial shareholders in the Company**

From time to time, there may be Shareholders with substantial interests in the Company. Such Shareholders’ interests may not be aligned to the interests of other Shareholders and such Shareholders may seek to exert influence over the Company. In the event that such Shareholders are able to exert influence to the detriment of other Shareholders, this may have an adverse effect on Shareholder returns.

### **Employees**

The Group has its own employees, including members of the Management Team. The Company may therefore be indirectly exposed to potential employer and/or pension liabilities under applicable legislation and regulations, which could have adverse consequences for the Portfolio Manager and the Company, and could consequently have a material adverse effect on the Company’s financial position, results of operations and returns for investors.

### **Winding-up**

Given the nature of the Company and its investments, the costs of winding up the Company will include (*inter alia*) costs in relation to the employees of the Portfolio Manager and the costs of liquidating the Company’s assets. The extent of such costs may reduce amounts available for distribution to the Shareholders.

## **Risks relating to the Portfolio Manager**

### ***The departure of some or all of the Management Team could prevent the Company from achieving its investment objective***

The Company depends on the diligence, skill, judgement and business contacts of the Portfolio Manager and the information and deal flow they generate and communicate to the Company during the normal course of their activities. The Company's future success depends on the continued service of these individuals (or their replacements from time to time) who are not obligated to remain employed or otherwise engaged by the Portfolio Manager, and the ability of the Portfolio Manager to recruit, retain and motivate new talented personnel. Such efforts to recruit, retain and motivate the required personnel may not be successful as the market for qualified investment professionals is competitive.

### ***Past performance is no indication of future results***

The past performance of other investments managed or advised by the Portfolio Manager or any of the Portfolio Manager's investment professionals cannot be relied upon as an indicator of the future performance of the Company. Investor returns will be dependent upon the Company successfully pursuing its investment objective and investment policy.

The success of the Company will depend, amongst other things, on the ability of the Portfolio Manager to identify, acquire and realise investments in accordance with the Company's investment objective and investment policy. This, in turn, will depend on the ability of the Portfolio Manager to apply its investment analysis processes in a way which is capable of identifying suitable investments for the Company to invest in. There can be no assurance that the Portfolio Manager will be able to do so or that the Company will be able to invest its capital on attractive terms or generate any investment returns for Shareholders or indeed avoid investment losses.

## **Risks relating to the Company's investments**

### ***Early-stage companies and smaller capitalisation companies***

The Company invests its assets in, and has a long-term focus on, companies that are in their early stages which, by their nature, may be smaller capitalisation companies. Such companies can be expected to have less mature businesses, a more restricted depth of management and a higher risk profile than larger and more established companies. As smaller capitalisation companies often do not have the financial strength, diversity and resources of larger and more established companies, they may find it more difficult to operate successfully, especially in periods of low economic growth. The risk of bankruptcy of such companies is generally higher and it can be more challenging to access publicly available information in respect of such companies. Early-stage companies and smaller capitalisation companies are more likely to depend on the management talents of a founder or small group of persons and, if any such persons were to cease to be involved in the management or support of the relevant company, this could have a material adverse impact on their businesses and prospects and the value of the investments in them made by the Company.

### ***Realisation of investments***

Investors should not expect that the Company will necessarily be able to realise, within a period which they would otherwise regard as reasonable, its investments and any such realisations that may be achieved may be at a considerably lower price than prevailing valuations or indicative market prices. There can therefore be no guarantee that any realisation of an investment will be on a basis which necessarily reflects the valuation of that investment or that an investment will ultimately be realised for an amount exceeding the amount invested by the Company.

### ***Liquidity of investments***

The Company is expected to invest a significant proportion of its assets in securities that are not readily tradable, which may make it difficult for the Company to sell its investments and may lead to volatility in the market price of Shares in the Company. Investments made by the Company are expected to predominantly comprise unquoted interests in portfolio companies which are not publicly traded or freely marketable and a sale may require the consent or cooperation of other interested parties. Investments that are traded on a public exchange may be small companies by market capitalisation and therefore have a more limited secondary market than the securities of larger companies.

Such investments may therefore be difficult to value and realise. Such realisations may involve significant time and cost and/or result in realisations at levels below the value of such investments estimated by the Company.

### ***Cash management and delays in deployment of net proceeds***

There is no restriction on the amount of cash or cash equivalent investments that the Company may hold. It is expected that the Company will hold between 10 and 20 per cent. of its Gross Assets in cash or cash equivalent investments, for the purpose of making follow-on investments in accordance with the Company's investment policy and to manage the working capital requirements of the Company. In addition, the net proceeds received by the Company pursuant to the Initial Issue may not be deployed within the periods anticipated by the Directors.

This may affect opportunities to increase the Company's Net Asset Value. The Company's returns are reliant on the amount of capital invested in, and the performance of, the Company's portfolio of investments in accordance with its investment policy. There can be no guarantee that the Company will deploy its capital in the manner anticipated. Any delays in the speed of capital deployment and any material cash or cash equivalent holdings may have an adverse impact on the Company's financial position, results of operations and returns to investors.

### ***Investment in equity securities***

The Company may have holdings of equity securities traded on recognised exchanges, although this is expected to be limited to circumstances where an investment of the Company has subsequently been admitted to trading on such an exchange. Equity securities are subject to risks associated with such investments, including fluctuations in market prices, adverse issuer or market information and the fact that equity securities are subordinate in the right of payment to other corporate securities, including debt securities. The value of these securities varies with the performance of the respective issuers and movements in equity markets generally. As a result, the Company may suffer losses if it invests in equity securities of issuers where performance falls below market expectations or if equity markets in general decline or the Company has not hedged against such a general decline.

### ***Valuation risk***

The Company's investments include securities and other interests that are very thinly traded, for which no market exists or which are restricted as to their transferability under applicable laws and/or the relevant investment documentation. Whilst the valuations of the Company's investments will be in compliance with IFRS on the basis of fair value in accordance with the International Private Equity and Venture Capital Valuation Guidelines, these investments are very difficult to value accurately. Such valuations may be conducted on an infrequent basis, are subject to a range of uncertainties and will involve the Portfolio Manager, AIFM and/or the Audit Committee exercising judgement.

All valuations made by or on behalf of the Company will be made, in part, on valuation information provided by the Management team and/or third parties (including entities in which the Company may directly or indirectly invest). The Company, AIFM and the Management Team may not be in a position to confirm the completeness, genuineness or accuracy of such information or data. In addition, such financial reports are typically provided on a periodic basis and generally are issued a number of months after their respective valuation dates. Consequently, each periodic Net Asset Value will contain information that may be out of date and that requires updating and completing. Shareholders should bear in mind that the actual Net Asset Values may be materially different from and may be lower than these periodic valuations and that the reported Net Asset Values of the Company are only required to be audited annually.

There can be no guarantee that the basis of calculation of the value of the Company's investments used in the valuation process will reflect the actual value achievable on realisation of those investments. This may lead to volatility in the valuation of the Company's portfolio and, as a result, volatility in the price of the Shares.

### ***Due diligence risk***

The due diligence process that the Management Team undertakes in connection with the Company's investments may not reveal all facts and circumstances that may be relevant in connection with an investment.



When conducting due diligence, the Management Team will typically evaluate a number of business, financial, tax, accounting, environmental and legal issues in determining whether or not to proceed with an investment. Outside consultants, legal advisers and accountants may be involved in the due diligence process in varying degrees depending on the type of investment. Nevertheless, when conducting due diligence and making an assessment regarding an investment, the Company will be required to rely on resources available to it, including information provided by the target of the investment and, in some circumstances, third party investigations. The due diligence process may at times be subjective, especially with respect to companies for which only limited information is available. Accordingly, there can be no assurance that due diligence investigations with respect to any investment opportunity will reveal or highlight all relevant facts and circumstances that may be necessary or helpful in evaluating such investment opportunity.

Any failure by the Management Team to identify relevant facts and circumstances through the due diligence process may lead to unsuccessful investment decisions, which could have a material adverse effect on the Company's financial position, results of operations and returns for investors.

### ***Geographical diversification***

The Company expects to have a material exposure to companies based in the UK and wider Europe. This may lead to the Company having significant exposure to portfolio investments from certain geographical areas from time to time. Greater concentration of investments in any one geographical location may result in greater volatility in the value of the Company's investments and consequently their respective net asset values, and could affect the value of the Shares.

### ***Nature of the fintech sector***

The success of the Company's investment policy is based on the ability of portfolio companies to successfully identify, develop and take to market viable products in the fintech sector. The Company cannot be certain that such a successful outcome is possible. The fintech sector is characterised by rapid technological changes, extensive competition, frequent new product introductions and enhancements and evolving industry and regulatory standards. The Company's investee companies may encounter unforeseen operational, technical, regulatory and other challenges.

### ***Compliance with regulatory obligations in the fintech sector***

The Company may invest in companies that are authorised and regulated by the Financial Conduct Authority or by financial services regulators in other jurisdictions, or companies that become subject to such regulation in the future. The relevant portfolio companies would be obliged to comply with the applicable law and regulation and with any conditions of a licence or authorisation granted by its regulator. There is a risk that such portfolio company may fail to so comply and such licences or authorisations may be revoked. This could have a material adverse effect on the investment and thereby the Company's financial position, results of operations and returns for investors. It may also affect the reputation of the Company.

### ***Investments outside the UK are exposed to local legal, economic, political, social and other risks***

The Company focuses on investments located primarily in the UK and various jurisdictions within wider Europe. The laws and regulations of various jurisdictions in which the Company may invest, may impose restrictions that would not exist in the UK. Such jurisdictions may have their own legal, economic, political, social, cultural, business, industrial and labour and environment risks and investments made in such jurisdictions may require significant government approvals under corporate, securities, exchange control, foreign investment and other similar laws and may require financing and structuring alternatives that differ significantly from those customarily used in the UK.

In addition, governments may from time to time impose restrictions intended to prevent capital flight, which may, for example, involve punitive taxation (including high withholding taxes) on certain securities or transfers or the imposition of exchange controls, making it difficult or impossible to exchange or repatriate foreign currency. These and other restrictions may make it impracticable for the Company to distribute the amounts realised from such investments at all or may force the Company to distribute such amounts other than in Sterling and therefore a portion of the distribution may be made in foreign securities or currency. It also may be difficult to obtain and enforce a judgment in a local court. No assurance can be given that a given political



or economic climate, or particular legal or regulatory risks, will not adversely affect an investment by the Company.

### ***Control over portfolio companies***

The Company generally holds minority, non-controlling interests in its investments and, therefore, may have a limited ability to protect its position in such investments. In such investments the Company will be a non-controlling investor with relatively little ability to influence the operation of the investee companies in which it invests.

In particular, investment documentation may include finance and shareholder agreements and may contain certain minority restrictions that may impact on the ability of the Company to have control over the underlying investments and/or expose the Company to the risk that other investors may individually or collectively act in a way that is contrary to the Company's interests.

The foregoing factors may reduce the investment returns generated by portfolio companies and have a material adverse effect on the Company's financial position, results of operations and returns for investors.

### ***Competition over investment opportunities***

The Company's intended investment environment is competitive. The success of the Company's investment policy depends on the ability of the Management Team to identify and execute suitable investments for the Company. A number of other investment funds and other entities will compete with the Company for investment opportunities. Such entities may have access to funding sources that are not available to the Company, have higher risk tolerances, higher profile brands or different risk assessments, which could allow them to consider a wider variety of investments and establish more relationships than the Company. The competitive pressures faced by the Company may prevent it from identifying investments that are consistent with its investment objectives or that generate attractive returns for Shareholders or from matching future investment prices, structures and terms offered by competitors. The Company can offer no assurance that competitive pressures will not have a material adverse effect on the Company's financial position, results of operations and returns for investors.

### ***Need for further investment***

The Company may require additional capital in the future for expansion activity and/or business development and/or potential follow-on investments in existing investee companies, whether from equity or debt sources, especially if the Company's equity realisations from investee companies are not significant. If the Company is not able to obtain additional capital on acceptable terms, or at all, it may be forced to curtail or abandon such planned expansion activity and/or business development. This may mean that the Company will not be able to participate in subsequent funding rounds carried out by portfolio companies which would result in the interest which the Company holds in such businesses being diluted which may have a material adverse effect on the Company's financial position, results of operations and returns for investors.

### ***Credit risk***

Assets that are required to be held in custody will be held by the Depositary or its sub-custodians. Such assets may not be treated as segregated assets and may therefore not be segregated from any custodian's own assets in the event of the insolvency of a custodian. The Company may be subject to the creditworthiness of the Depositary and its sub-custodians.

Cash and cash equivalents may be held with approved counterparties. Such assets may not be segregated and may therefore not be segregated from the counterparties own assets in the event of the insolvency of the counterparty. When evaluating counterparties there can be no assurance that due diligence investigations with respect to the counterparty will reveal or highlight all relevant facts and circumstances that may be necessary or helpful in evaluating the creditworthiness of the counterparty.

### ***No benchmark***

The Company does not propose to follow any benchmark. Accordingly, the portfolio of investments held by the Company will not mirror the stocks and weightings that constitute any particular index or indices, which may lead to the Shares failing to follow either the direction or extent of any moves in the financial markets

generally (which may or may not be to the advantage of Shareholders). The Shares are an unsuitable investment for those who seek investments in some way correlated to a stock market index.

### ***UK exit from the European Union***

A referendum was held on 23 June 2016 to decide whether the UK should remain in the EU. A vote was given in favour of the UK leaving the EU ("**Brexit**"). The extent of the impact of Brexit on the Company and the companies in which the Company will invest will depend in part on the nature of the arrangements that are put in place between the UK and the EU following the eventual Brexit and the extent to which the UK continues to apply laws that are based on EU legislation. The Company and the companies in which it invests may also be subject to a significant period of uncertainty in the period leading up to and following eventual Brexit including, *inter alia*, uncertainty in relation to any potential regulatory or tax change. In addition, the macroeconomic effect of an eventual Brexit on the value of investments in the UK fintech sector and, by extension, the value of the investments in the Company's investment portfolio, is unknown. Brexit could also create significant UK (and potentially global) stock market uncertainty, which may have a material adverse effect on the NAV and the price of the Shares. As such, it is not possible to accurately state the impact that Brexit will have on the Company and its investments at this stage. Brexit may also make it more difficult for the Company to raise capital in the EU and/or increase the regulatory compliance burden on the Company. This could restrict the Company's future activities and thereby negatively affect returns.

### **Risks relating to taxation**

#### ***Investment trust status***

It is the intention of the Directors to conduct the affairs of the Company so as to satisfy the conditions for, approval as an investment trust under Chapter 4 of Part 24 of the Corporation Tax Act 2010. A failure to obtain or maintain HMRC approval as an investment trust, including as a result of a change in tax law or practice could result in the Company not being able to benefit from the current exemption for investment trusts from UK tax on chargeable gains and could affect the Company's ability to provide returns to Shareholders. It is not possible to guarantee that the Company will be and will remain a company that is not a close company for UK tax purposes, which is a requirement to obtain and maintain its status as an investment trust, as the Shares are freely transferable. The Company, in the unlikely event that it becomes aware that it is a close company, or otherwise fails to meet the criteria for approval as an investment trust, will, as soon as reasonably practicable, notify Shareholders of this fact.

#### ***Changes in taxation legislation or practice may adversely affect the Company and the tax treatment for Shareholders investing in the Company***

Changes in taxation legislation or practice, whether in the UK or elsewhere, could affect the value of the investments held by the Company, affect the Company's ability to provide returns to Shareholders, and affect the tax treatment for Shareholders of their investments in the Company (including rates of tax and availability of reliefs).

Investors should consult their tax advisers with respect to their own particular tax circumstances and the tax effects of an investment in the Company. Statements in this Registration Document concerning the taxation of investors or prospective investors in Shares are based upon current tax law and tax authority practice, each of which is, in principle, subject to change. The value of particular tax reliefs, if available, will depend on each individual Shareholder's circumstances. This Registration Document does not constitute tax advice and must not therefore be treated as a substitute for independent tax advice.

#### ***Due diligence and reporting obligations***

The Company will be required to comply with certain due diligence and reporting requirements under the International Tax Compliance Regulations 2015, which were enacted to meet the United Kingdom's obligations under FATCA, the Common Reporting Standard developed by the Organisation for Economic Co-operation and Development and the EU Directive on Administrative Cooperation in Tax Matters. Shareholders may be required to provide information to the Company to enable the Company to satisfy its obligations under the regulations. Failure by the Company to comply with its obligations under the regulations may result in fines being imposed on the Company and, in such event, the target returns of the Company may be adversely affected.

## IMPORTANT INFORMATION

### General

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

Prospective investors should rely only on the information contained in the Prospectus (which comprises this Registration Document, together with the Summary and Securities Note). 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 Portfolio Manager, the AIFM, the Depositary, Fidante Capital, Peel Hunt or any of their respective affiliates, officers, members, directors, employees or agents. Without prejudice to the Company's obligations under the Prospectus Rules, the Listing Rules, the 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, or that the information contained in the Prospectus 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 Fidante Capital or Peel Hunt 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, neither Fidante Capital nor Peel Hunt makes any representation, express or implied, nor accepts any responsibility whatsoever for, the contents of the Prospectus nor for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares, the Share Issuance Programme or any Admission. Fidante Capital and Peel Hunt (together with their respective affiliates) accordingly, to the fullest extent permitted by law, disclaim all and any liability (save for any statutory liability) whether arising in tort, contract or which they might otherwise have in respect of the Prospectus or any other statement.

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 investors should review. A summary of the Articles is contained in paragraph 3 of Part 5 of this Registration Document under the section headed "Articles of Association".

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

### Forward-looking statements

This Registration Document 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 this Registration Document. 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 Market Abuse Regulation and the Disclosure Guidance and Transparency Rules.

Past performance is not necessarily indicative of future results, and there can be no assurance that the Company or its portfolio will achieve comparable results to those presented herein, that the Company or the Portfolio Manager will be able to implement their investment strategies or achieve the Company's investment objective or return objectives or that the returns generated by any investments by the Company will equal or exceed any past returns presented herein.

Nothing in the preceding paragraphs qualifies or should be deemed to qualify the working capital statement in paragraph 5 of Part 6 of the Securities Note.

## DIRECTORS AND ADVISERS

<b>Directors</b>	Neil England ( <i>Chairman</i> ) Karen Brade David Haysey
<b>Registered Office</b>	<i>all independent and of the registered office below</i>  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 and Joint Bookrunner</b>	Fidante Capital 1 Tudor Street London EC4Y 0AH United Kingdom
<b>Joint Sponsor, Joint Bookrunner and Intermediaries Offer Adviser</b>	Peel Hunt LLP Moor House 120 London Wall London EC2Y 5ET United Kingdom
<b>Depository</b>	IQ EQ Depository Company (UK) Limited 2 London Bridge London SE1 9RA United Kingdom
<b>Legal Adviser to the Company</b>	Stephenson Harwood LLP 1 Finsbury Circus London EC2M 7SH United Kingdom
<b>Legal Adviser to the Joint Sponsors</b>	Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
<b>Reporting Accountant</b>	BDO LLP 55 Baker Street London W1U 7EU United Kingdom
<b>Auditors</b>	PricewaterhouseCoopers LLP 7 More London Riverside London SE1 2RT United Kingdom

**Registrar**

Link Asset Services  
The Registry  
34 Beckenham Road  
Beckenham  
Kent BR3 4TU  
United Kingdom

**Receiving Agent**

Link Asset Services  
Corporate Actions  
The Registry  
34 Beckenham Road  
Beckenham  
Kent BR3 4TU  
United Kingdom

## **PART 1**

### **INFORMATION ON THE COMPANY**

#### **1. Introduction**

Augmentum Fintech plc is a closed-ended investment company incorporated in England and Wales on 19 December 2017 with registered number 11118262. The Company is registered as an investment company under Section 833 of the Act and carries on business as an investment trust within the meaning of Chapter 4 of Part 24 of the Corporation Tax Act 2010. 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.

An investment in the Company will provide investors with exposure to a focused portfolio of fast growing and/or high potential private fintech businesses based predominantly in the UK and wider Europe.

The Company has an independent board of non-executive directors and has appointed the AIFM as its alternative investment fund manager for the purposes of the AIFM Rules. The Company is structured as an internally managed closed-ended investment company. The Portfolio Manager (a wholly owned subsidiary of the Company) manages the investment portfolio of the Company, including the investment and reinvestment of its portfolio, as a delegate of the AIFM.

Further information on the investment proposition of the Company is set out in Part 2 of this Registration Document. Further information on the Management Team responsible for the Company's portfolio is set out in Part 3 of this Registration Document.

#### **2. Investment objective**

The Company's investment objective is to generate capital growth over the long term through investment in a focused portfolio of fast growing and/or high potential private financial services technology ("**fintech**") businesses based predominantly in the UK and wider Europe.

#### **3. Investment policy**

In order to achieve its investment objective, the Company invests in early (but not seed) or later stage investments in unquoted fintech businesses. The Company intends to realise value through exiting the investments over time.

The Company seeks exposure to early stage businesses which are high growth, with scalable opportunities, and have disruptive technologies in the banking, insurance and asset management sectors as well as those that provide services to underpin the financial sector and other cross-industry propositions.

Investments are expected to be mainly in the form of equity and equity-related instruments issued by portfolio companies, although investments may be made by way of convertible debt instruments. The Company intends to invest in unquoted companies and will ensure that the Company has suitable investor protection rights where appropriate. The Company may also invest in partnerships, limited liability partnerships and other legal forms of entity. The Company will not invest in publicly traded companies. However, portfolio companies may seek initial public offerings from time to time, in which case the Company may continue to hold such investments without restriction.

The Company may acquire investments directly or by way of holdings in special purpose vehicles or intermediate holding entities (such as the Partnership).

The Management Team has historically taken a board or observer position on investee companies and, where in the best interests of the Company, will do so in relation to future investee companies.

The Company's portfolio is expected to be diversified across a number of geographical areas predominantly within the UK and wider Europe and the Company will at all times invest and manage the portfolio in a manner consistent with spreading investment risk.



The Management Team will actively manage the portfolio to maximise returns, including helping to scale the team, refining and driving key performance indicators, stimulating growth, and positively influencing future financing and exits.

### ***Investment restrictions***

The Company will invest and manage its assets with the object of spreading risk through the following investment restrictions:

- the value of no single investment (including related investments in group entities or related parties) will represent more than 15 per cent. of Net Asset Value, provided that one investment in the portfolio may represent up to 20 per cent of Net Asset Value, and disregarding the effect of the receipt of rights, bonuses, benefits in the nature of capital or by reason of any other action affecting every holder of that investment; and
- at least 80 per cent of Net Asset Value will be invested in businesses which are headquartered in or have their main centre of business in the UK or wider Europe.

Each of the restrictions above will be calculated at the time of investment. The Company will not be required to dispose of any investment or to rebalance the portfolio as a result of a change in the respective valuations of its assets.

### ***Hedging and derivatives***

Save for investments made using equity-related instruments as described above, the Company will not employ derivatives of any kind for investment purposes. Derivatives may be used for currency hedging purposes.

### ***Borrowing policy***

The Company may, from time to time, use borrowings to manage its working capital requirements but shall not borrow for investment purposes. Borrowings will not exceed 10 per cent. of the Company's Net Asset Value, calculated at the time of borrowing.

### ***Cash management***

The Company may hold cash on deposit and may invest in cash equivalent investments, which may include short-term investments in money market type funds and tradeable debt securities.

There is no restriction on the amount of cash or cash equivalent investments that the Company may hold or where it is held. The Board has agreed prudent cash management guidelines with the AIFM to ensure an appropriate risk / return profile is maintained. Cash and cash equivalents are held with approved counterparties, and in line with prudent cash management guidelines, agreed with the Board, AIFM and Portfolio Manager.

It is expected that the Company will hold between 10 and 20 per cent. of its Gross Assets in cash or cash equivalent investments, for the purpose of making follow-on investments in accordance with the Company's investment policy and to manage the working capital requirements of the Company.

### ***Changes to the investment policy***

No material change will be made to the investment policy without the approval of Shareholders by ordinary resolution. Non-material changes to the investment policy may be approved by the Board.

In the event of a breach of the investment policy set out above and the investment and gearing restrictions set out therein, the Management Team shall inform the AIFM and the Board upon becoming aware of the same and if the AIFM and/or the Board considers the breach to be material, notification will be made to a Regulatory Information Service.

#### 4. Dividend policy

The Directors intend to manage the Company's affairs to achieve Shareholder returns through capital growth rather than income. Therefore, it should not be expected that the Company will pay a significant annual dividend, if any.

Regulation 19 of the Investment Trust (Approved Company) (Tax) Regulations 2011 provides that, subject to certain exceptions, an investment trust may not retain more than 15 per cent. of its income in respect of each accounting period. Accordingly, the Company may declare an annual dividend from time to time for the purpose of seeking to maintain its status as an investment trust.

#### 5. Potential returns of capital

It is expected that the Company will realise investments made in accordance with its investment policy from time to time. The proceeds of these disposals may be re-invested in accordance with the investment policy, used for working capital purposes or, at the discretion of the Board, may be returned to Shareholders.

The Company commits to return to Shareholders up to 50 per cent. of the gains realised by the disposal of investments in each financial year. It is expected that such returns of capital would be made annually. The Company may also seek to make returns of capital to Shareholders where available cash is not expected to be substantially deployed within the following 12-18 months.

The available options for effecting any return of capital to Shareholders may include the Company making one or more tender offers to purchase Shares, paying one or more special dividends or any alternative method or a combination of methods. Certain methods intended to effect a return of capital may be subject to, amongst other things, Shareholder approval.

Shareholders should note that the return of capital by the Company is at the absolute discretion of the Directors and is subject to, amongst other things, the working capital requirements of the Company. Accordingly, no expectation or reliance should be placed on the Directors exercising such discretion on any one or more occasions.

#### 6. Investment strategy

##### 6.1 Model

The Management Team invests the Company's assets predominantly in the areas of opportunity outlined below.



### *Early (Series A)*

These are early stage investments in fledgling fintech businesses. To help to mitigate risk the Company will not invest in seed stage businesses but instead wait until the first institutional round occurs after proof of concept has been delivered. The Management Team will, however, routinely meet and track seed stage businesses so that the Company is ready to make potential investments when these businesses meet the Company's investment criteria. This can be a highly effective way for the Company to secure lower valuations by pre-empting a more widespread fundraise and, in addition, it benefits the investee company by avoiding the need for the founders to be distracted from the business as a result of meeting potential investors at what could be a critical inflection point for the company.

### *Late (Series B+)*

These businesses are further along in their life cycle, have a clear understanding of their market and how to address it and are raising capital that is intended to enable them to maintain or accelerate growth. Typically the Company will be joining an existing group of like-minded venture capital shareholders in these business.

### *Special situations*

On occasion businesses are launched before the market is ready or raise money at an over-ambitious valuation which the business may struggle to justify. When those businesses look to the market for further capital, they often have to revise their valuation expectations and seek a lower price. In the past venture capital funds have steered clear of these businesses and focused instead on younger and higher growth companies without the "chequered" past. The Management Team believes that an opportunity exists in this area and will look to unlock value that has been built using capital already deployed in previous funding rounds.

### *Secondary stakes*

There is a current trend for businesses to remain private for longer, creating an opportunity for the Company to provide liquidity to early shareholders of more mature businesses. In addition, the fixed, often short-term nature of traditional venture capital GP/LP funds means that capital that has been invested in a business for some time may create the need for the fund to seek an exit prior to the opportunity reaching maximum potential. The Management Team sees this repeatedly and is keen to capitalise on these opportunities. In addition, with recently less active IPO markets, the Management Team sees opportunities to provide liquidity to founders and other funds winding down by buying secondary stakes in attractive businesses at value prices.

## **6.2 Investment criteria**

The Management Team aims to seek out high growth fintech focused businesses originating from across Europe that demonstrate a number of the following characteristics:

- *Disruptive* – the Management Team look for sector-redefining propositions – businesses that aim to challenge the status quo and take a fresh approach to addressing customer needs;
- *Disintermediation* – businesses that compress the layers between provider and consumer. Even before compressing margins, minimising the number of layers provides financial benefits for everyone left in the chain;
- *Capital efficient* – businesses that will be able to scale efficiently and will not require large amounts of capital to sustain growth, particularly before proof of concept;
- *Strong founder team* – an exceptional team is a must. The Management Team look for founders that have the ability and grit to transform sectors and become industry leaders. The Management Team's preferred investment opportunity has a three-person founder team: one product orientated; one technology orientated; and one commercially orientated. Not all businesses will have these three roles and the founder team may have other roles or combinations of two of the three. However, the Management Team seek to avoid single founder propositions, particularly where that founder has voting control of the business. In the Management Team's view, the ability of the founder team to execute is critical; even more so than the quality of the idea. Accordingly, the Management Team spends time before an investment assessing the team and after the investment in building it out;

- *Compelling unit economics* – the Management Team are data-driven and undertake significant amounts of due diligence to understand how the business will ultimately become profitable. It is critical that the lifetime value of a customer is ultimately higher than the cost of acquiring that customer. The Management Team will not originate opportunities with business models that rely on intangible revenue streams;
- *Market opportunity* – in financial services, significant businesses can be built in even the most specialised of sectors. Nevertheless, the Management Team seeks clarity that the scale of the opportunity is such that the investment can deliver outsized returns if the business is successful;
- *Barriers to entry* – the Management Team looks for businesses that have competitive barriers to entry to encourage strong margins and efficient marketing spend;
- *Ability to exit* – the Management Team will invest in businesses which, based on the above criteria, are anticipated to be attractive candidates for acquisition by large corporations or public ownership by institutions or by way of an IPO, with valuation return targets ranging from £50 million to in excess of £1 billion; and
- *Return* – the Management Team will invest in opportunities that have the potential to generate multiples of invested capital for investors.

The Company's investments, whether primary or direct secondary transactions, will typically:

- secure a significant minority stake with board participation and rights in portfolio companies;
- allow the Company to participate in later follow-on funding rounds in order to minimise any dilution where possible; and
- potentially require the Company to invest £5 million to £15 million of equity over the course of several funding rounds in primary and secondary transactions.

## **7. Investment process**

### **7.1 Dealflow**

The Management Team and Advisory Panel are and have been associated with many successful fintech businesses in Europe and beyond. This track record and experience acts as a magnet to emerging entrepreneurs and has allowed them to develop strong networks at the centre of the fintech ecosystem including the incubators, seed funds, angel networks, and venture capital funds.

This network of contacts, cultivated over many years, leads the team to be confident that it will see many of Europe's most attractive fintech investment opportunities. One of the biggest challenges is to effectively curate this deal flow, negotiate reasonable terms and select the right opportunities to invest in.

### **7.2 Process**

The first contact with a potential investee company will be directly through a member of the Management Team; this should enable the Management Team to quickly progress or reject an investment opportunity on behalf of the Company.

Since the launch of the Company the Management Team has received approximately 700 leads, resulting in nine new investments.

The Management Team reviews the initial information describing the business. If it is deemed of interest, the team will arrange a call or meeting with the founder to understand more about the business. If still of interest, there will be further meetings with the founder and wider management team.

Concurrently with these meetings, the Management Team will undertake due diligence, including reviewing business plans, management accounts, board packs, capitalisation tables and shareholder agreements.

If the opportunity continues to be of interest, the Management Team will broaden discussions internally and reach out to its network who may have angel/seed or venture investments in the business or may otherwise be familiar with it.

These three streams – meetings, materials and feedback – are part of the commercial and financial due diligence process.

From this, if the Management Team still likes the potential investment opportunity, it will develop an investment case and prepare a formal proposal including an investment thesis and outline terms of the deal.

If the investment committee of the Portfolio Manager approves it, the Management Team would then issue a term sheet to the potential investment opportunity.

If the investee company accepts the offer, the Management Team engages legal advisers to perform legal due diligence and draft and negotiate investment documentation.

Whilst there is no set timetable, it would typically be not be less than two to three months from first meeting to investment and in some cases, where a company is met at an earlier stage than the Management Team would want to invest, the relationship can be built over a period of years with the Management Team receiving regular updates throughout, all of which forms part of the due diligence process.

The Management Team records all leads in a customer relationship management (CRM) style deal flow management software. The leads are managed in this system until they are either rejected, moved to a watch-list for future rounds or the Company makes an investment.

### 7.3 **Active management of the portfolio**

The Company is an active investor. The Management Team will usually require a board seat as a condition of investment, depending on the stage of the business and the level of the Company's shareholding. The Company limits the number of active board seats that each member of the Management Team may hold at any one time and expects them to spend at least two days a month helping each investee company for which they are responsible. The Company also encourages regular involvement of other members of the Management Team in investee company meetings and reviews to ensure an appropriate balance of views at Management Team meetings.

There are a number of key areas where the Management Team believes it is able to add value to the portfolio companies and has done so for other investments in which it has been involved. The Management Team believes that the first 100 days following investment is a time when it can have the most impact and exert positive influence. Although the Management Team are not executive in the management of the investee businesses, they do take on an active non-executive role, at the same time maintaining the distance necessary to keep perspective of the greater goal of value enhancement.

#### *Help scaling the management team*

Team scaling is one of the greatest challenges faced by high growth fintech businesses and significantly impacts the chances of success. The Management Team offers consultation and assistance in helping recruit senior management team members and board members for the investee companies. This includes non-executive chairmen and directors, chief executive officers and senior positions in finance, marketing, technology, product, commercial and other positions. The Management Team is particularly focused on ensuring the portfolio companies have the right team in place for each stage of their development.

#### *Refine and drive the key performance indicators*

The Management Team spends a significant amount of time working with management of the investee companies to identify the key drivers of value and ensuring that the strategy and performance monitoring is built around these drivers. Typically the Management Team expect there to be no more than three to six of these drivers.

#### *Organic growth and acquisition*

The Management Team is focused on assisting investee companies to achieve organic growth as a core investment strategy. However, organic growth can often be complemented by acquiring further

products, development skills or sales and distribution capabilities as well as roll ups of competing businesses. The extensive network of the Management Team helps to identify and secure these opportunities.

#### *Business development/market entry*

The Management Team provides support to the investee companies to develop new business development activities, helping to identify and negotiate channel partnerships and other strategic and tactical opportunities. The members of the Management Team also have long histories of helping investee companies to expand into international markets.

#### *Dealing with underperformance*

With periodic business reviews and close and regular contact with the management teams, the Management Team is well placed to identify potential problems within the Company's portfolio at an early stage. Where possible, together with management of the investee company, the Management Team will endeavour to secure change at board, management and/or operational level as necessary.

#### *Investment exit review*

The Company will review exit opportunities regularly and each member of the Management Team will be responsible for an exit thesis for their respective investee companies, which is set out in the original investment papers prior to any investment being made.

Determining the exit thesis prior to an investment is an important stage in gaining the commitment of the management, board and co-investors to a common plan. Thereafter, the Management Team seeks to actively manage this exit process by participating on the portfolio company board, and using these management meetings to promote open discussions within the investee company.

The Management Team endeavours to be an active participant in any exit process. This includes involvement in the formation of strategy, appointment of advisers and/or often negotiating directly with potential acquirers or investment banks as necessary.



## 8. Portfolio

As at the Latest Practicable Date, the Company's portfolio comprised 14 investments, with an aggregate value of £86.1 million.

A summary of the Company's portfolio is set out below.

The valuations below are as at 31 March 2019 (audited) save where indicated below. There has been no material change in the Company's investments between the Latest Practicable Date and the date of this Registration Document.

<i>Trading name</i>	<i>Legal name</i>	<i>Sector</i>	<i>Valuation (£)</i>	<i>Investment type</i>	<i>Percentage shareholding in portfolio company<sup>1</sup></i>	<i>Percentage of the Company's portfolio</i>
BullionVault	Galmarley Ltd	Precious metals trading	£7.6 million	Ordinary shares	11.0%	8.8%
DueDil	DueDil Ltd	Private company information	£3.0 million <sup>2</sup>	C ordinary shares and convertible loan note	14.2%	3.5%
Farewill	Farewill Ltd	Digital will management	£4.0 million	A ordinary shares	13.6%	4.7%
Interactive Investor	Antler Holdco Limited	Trading and investment	£10.1 million	A ordinary shares	3.7%	11.7%
iwoca	Iwoca Ltd	SME Lending	£7.5 million	D ordinary shares	2.8%	8.7%
Monese	Monese Ltd	Challenger banking	£9.0 million <sup>2</sup>	B ordinary shares and convertible loan note	5.4%	10.5%
Onfido	Onfido Ltd	Identity verification	£4.0 million	C ordinary shares and convertible loan note	1.5%	4.6%
Tide	Tide Platform Limited	SME challenger banking	£10.0 million <sup>2</sup>	Convertible loan notes	N/A	11.6%
Unmortgage	Unmortgage Ltd	Property financing	£2.5 million	A ordinary shares	7.0%	2.9%
Zopa	Zopa Group Limited	Banking and investment	£22.0 million	Series 3 preferred shares	6.2%	25.6%
Others			£6.4 million			7.4%
<b>Total</b>			<b>£86.1 million</b>			

### Further information on the Company's 10 largest holdings

#### (i) BullionVault

BullionVault is the world's largest retail precious metals investment and trading platform, established in 2005. The platform allows retail investors to hold and transact in investment grade bullion gold and silver, it has approximately US\$2 billion in stored bullion on the platform with more than 75,000 users from 175 countries. It earns revenue from commission, custody fees, interest receipts and the difference between buying and selling prices of gold and has operated profitably for several years.

The Augmentum team originally invested in 2010 alongside the World Gold Council and the stake was acquired by the Company upon its IPO in March 2018.

<sup>1</sup> On a fully diluted basis.

<sup>2</sup> As at 12 June 2019 (unaudited).



#### *Whisky Invest Direct*

The Company owns an interest in Whisky Invest Direct through its investment in BullionVault which is an approximately 80 per cent. owner.

Whisky Invest Direct was founded in 2015, it gives retail investors access to maturing whisky as an asset class. This is an asset class that has a long track record of growth, has previously been opaque and inaccessible. The business seeks to change the way some of the three billion litres of maturing Scottish whisky is owned, stored and financed which would give self-directed investors an opportunity to profit from whisky ownership.

#### (ii) **DueDil**

London-based DueDil is seeking to build the world's most complete source of information on private companies and the people behind them. DueDil's proprietary matching technology links together data from authoritative sources, helping DueDil's customers find, verify and monitor opportunities and risks. More than 400 leading financial services and technology companies rely on DueDil's web platform and API as an end-to-end solution for new business prospecting, compliance on-boarding and risk assessment and monitoring.

In August 2018, the Company invested £2 million as part of a series C financing of £8 million. In June 2019, the Company invested a further £1 million by way of a convertible loan note.

#### (iii) **Farewill**

Farewill is a digital, all-in-one financial and legal services platform for dealing with death and after-death services (including probate and wealth transfer). It aims to be the first major consumer brand in death services.

In January 2019, the Company invested £4 million as part of a £7.5 million round.

#### (iv) **Interactive Investor**

Interactive Investor is now the second largest online broker in the UK after Hargreaves Lansdown. The business was established in 1995 and provides execution-only products and services to facilitate trading and investing in shares, funds, exchange traded funds and investment trusts for a flat quarterly fee. Interactive Investor has 7.4 million unique users.

The Augmentum team invested in 2014 since which point Interactive Investor has grown its assets under administration from approximately £3 billion to approximately £20 billion following the recent acquisition of TD Direct Investing (Europe) Limited. JC Flowers, amongst others, provided the capital for this acquisition and is the largest shareholder. In 2018 Interactive Investor also acquired Alliance Trust Savings, subject to regulatory approval. This acquisition will take assets under administration to more than £30 billion.

The stake was acquired by the Company upon its IPO in March 2018 and a small follow-on acquisition of secondary shares was made in September 2018.

#### (v) **iwoca**

Founded in 2011, iwoca uses award-winning technology to seek to break down the barriers obstructing access to finance for Europe's 20 million small businesses. The fintech firm has funded more than 25,000 small and medium enterprises across the UK, Germany and Poland.

In January 2019, the Company invested £7.5 million as part of a £20 million funding round.

#### (vi) **Monese**

Monese is the first mobile-only current account in the UK and serves the increasingly mobile European labour market. With just a passport and mobile number an account can be opened all within minutes, and free of charge. Typically, lengthy credit-checks mean it can take weeks for foreign nationals to

open a bank account. Monese removes all the unnecessary friction. In May 2019, Monese announced that it had registered its millionth customer.

In September 2018, the Company invested £5.3 million as part of an \$60 million round. In June 2019, the Company invested a further £2.5 million by way of a convertible loan note.

(vii) **Onfido**

Onfido is one of the leading global providers of online identity verification. Their purpose is to help everyone easily and securely prove their legal identity online.

Using machine learning technology, Onfido validates a user's identity document and compares it with their facial biometrics. The identity can then be cross-referenced against international credit and watchlist databases.

In March 2019, the Company invested £4 million as part of a US\$50 million funding round by way of series C shares and a convertible loan note.

(viii) **Tide**

Tide is building modern business banking that gives time back to the people who work for themselves. Tide sets up its SME customers with an account number and sort code in as little as 5 minutes, and is building a comprehensive suite of digital banking services for businesses including automated accounting, instant access to credit, card control and quick, mobile invoicing. In April 2019, Tide, in partnership with Clear Bank, was awarded £60 million by the Banking Competition Remedies review.

In August 2018, the Company invested £3 million in funding as part of an £8 million round alongside existing investors. In June 2019, the Company invested a further £5 million by way of a convertible loan note.

(ix) **Unmortgage**

Unmortgage offers a unique part-own, part-rent model of home ownership, requiring as little as 5 per cent. deposit with customers paying a market rent on the portion of the home that Unmortgage owns, with the ability to increase the equity in the property as their financial circumstances allow.

In September 2018, the Company invested £2.5 million as part of a £10 million fundraising.

(x) **Zopa**

Zopa was established in 2005 and is the world's first peer-to-peer lending platform. The Augmentum team invested in 2012 at which point loan disbursements in the previous 12 months had been less than £50 million. By the time that the Company acquired the stake upon its IPO in March 2018, loan disbursements had grown at a compound annual growth rate of 61 per cent. reaching approximately £1 billion in 2017 with more than £3 billion lent to UK customers so far. Over 60,000 active individual investors choose to lend through the platform with over 277,000 borrowers approved. Most recently, Zopa has announced plans to launch a bank and was awarded its banking licence with restrictions in December 2018.

Zopa's institutional backers include Bessemer Venture Partners, Arrowgrass and Northzone among others.

## 9. Pipeline

The Management Team has identified a pipeline of potential opportunities for the Company to invest in high growth disruptive players across the sub-sectors where it will focus. Through the Management Team's existing industry relationships, the Company expects to be able to benefit from access to an identified pipeline of assets currently in excess of £450 million. A snapshot of the pipeline is presented in the table below.

## PIPELINE | NEAR TERM OPPORTUNITIES

- Augmentum has a current pipeline of over £450m and this is growing all the time
- There are currently 9 opportunities in our near term pipeline into which we may look to deploy £50m-£100m subject to agreeing terms
- There are also identified opportunities within the existing portfolio to deploy a further £10-£20m during the second half of 2019<sup>1</sup>

Company	Sector	Ticket Value (£m)	
		Min	Max
1	Prop Tech	5	10
2	Pension	5	15
3	Credit	10	20
4	Financing	5	10
5	Insurtech	3	6
6	Insurtech	5	10
7	Asset Management	7	12
8	Prop Tech	5	8
9	Comparison	5	10
<b>Total</b>		<b>50</b>	<b>100</b>
2019 Potential follow on opportunities		10	20
<b>Total</b>		<b>60</b>	<b>120</b>

<sup>1</sup> As at 31 March 2019, since which date £8.5 million of follow-on has been invested.

All of the above pipeline investment opportunities are based in the UK and wider Europe. Any investments by the Company in these opportunities are expected to be made by way of investments in equity or equity-linked securities.

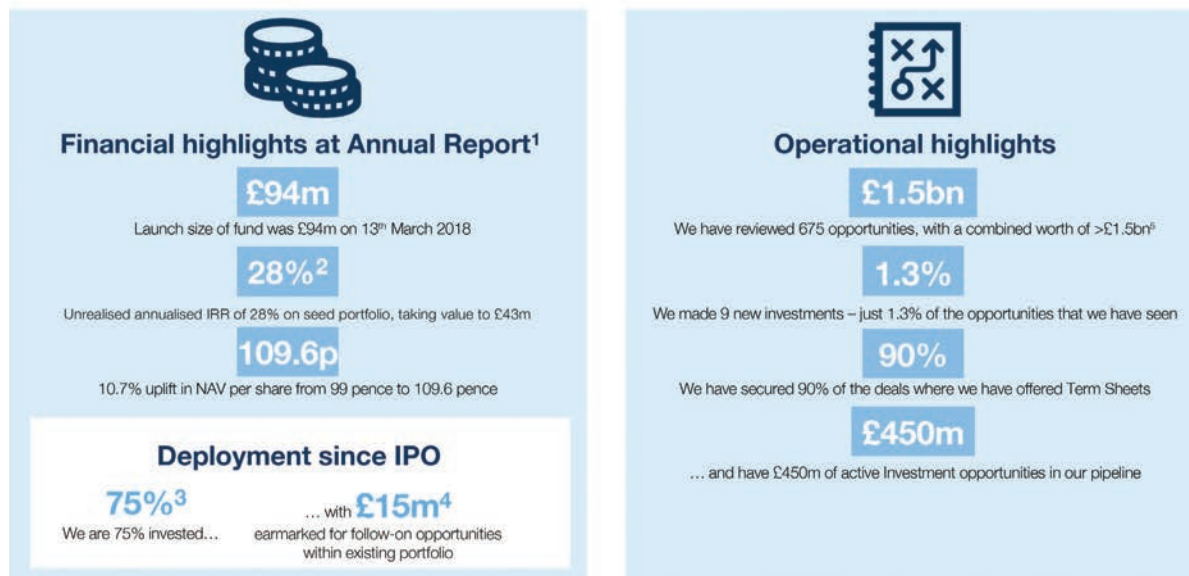
The pipeline information is indicative only and there can be no assurance that any of the opportunities in the pipeline will ultimately be acquired by the Company.

### 10. Performance and Net Asset Value

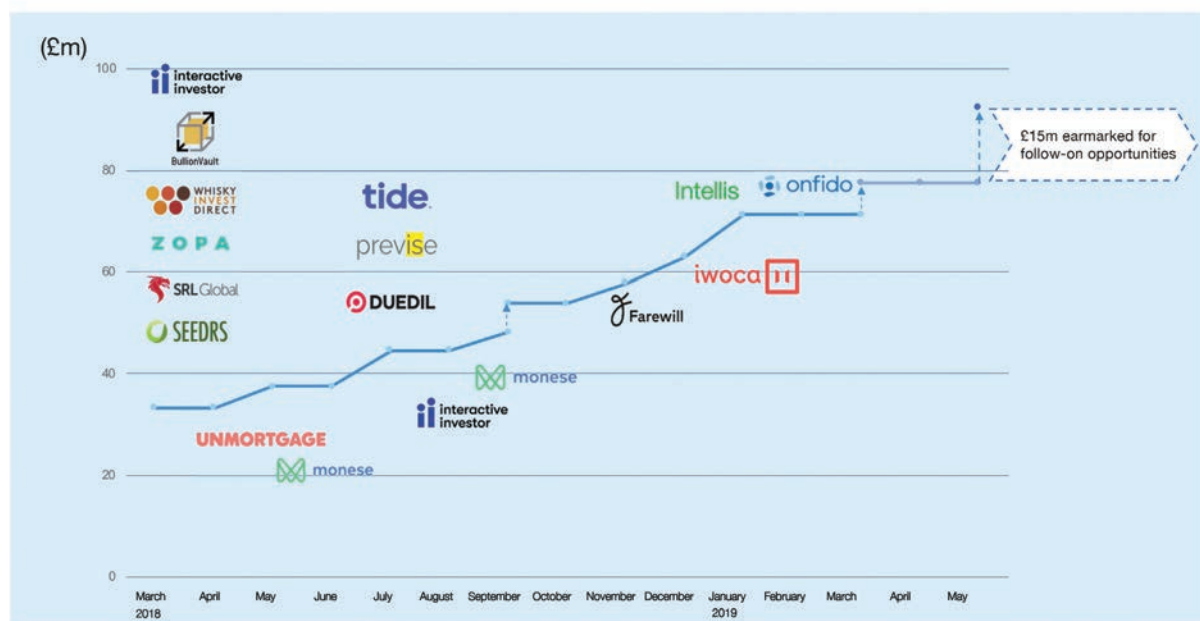
The Company's most recently published Net Asset Value was £103.1 million as of 31 March 2019 (audited), representing a Net Asset Value per Ordinary Share of 109.6 pence. As at the Latest Practicable Date, the mid-market price of the Ordinary Shares was 113 pence.

Since the Company's IPO in March 2018, the Company's Ordinary Shares have delivered a total share price return of 13 per cent. Since that time, the Ordinary Shares have traded at an average premium to NAV per Ordinary Share of 0.7 per cent.

## HIGHLIGHTS | SINCE IPO



## PORTFOLIO EVOLUTION SINCE MARCH '18<sup>1</sup>



<sup>1</sup> As at 31 March 2019, since which date £8.5 million of follow-on has been invested.

### 11. Competitive advantages

The Directors believe that the Company has a number of competitive advantages including:

- *Available investment pipeline:* Through the Management Team's existing industry relationships, the Company expects to be able to benefit from access to an identified pipeline of assets currently in excess of £450 million. It is also envisaged that, due to the demand that currently exists for post-seed venture capital in the European fintech market, the potential pipeline available to the Company will continue to increase.
- *The Management Team's extensive experience and networks:* The Company will leverage the Management Team's expertise, experience and networks in the fintech sector to drive value creation in its investee companies. The breadth of the Company's team encourages deeper involvement by each member of the investment management team in transaction origination as well as the execution

of growth and business plans, working closely with investee companies' executive management usually as a board director or observer.

- *Europe offers a large addressable and attractive fintech investment opportunity with a funding gap:* London has a long history as a global financial centre. This financial "DNA" breeds new ideas as well as providing a natural market for them to take-off. In addition a supportive government and progressive regulator provides the ideal backdrop for it to become a fintech hub. Beyond London the Management Team is also seeing fintech innovation in Berlin, Paris, Scandinavia and Amsterdam. As well as being a fertile ground for fintech businesses to be built, the Management Team also sees the opportunity to capitalise on the lower valuations of early stage businesses in Europe as compared to the US resulting from less availability of capital at key stages of a company's growth.
- *No seed stage risk:* The Company will invest in opportunities after the riskiest proof of concept phase has been passed. The risk inherent in these seed stage businesses is considered too high for the Company and is better served by the angel networks and seed funds. However, the Company maintains strong relationships with these types of investors who will become a strong source of deal flow.
- *Early mover advantage:* The substantial demand for post-seed venture capital funding in the European fintech market is being underserved and the Company will be well positioned to capitalise on the best opportunities available in the market. The Company's focus on fast growing and/or high potential private fintech businesses offers a targeted investment into a sector that is difficult to successfully gain access to as an investor.

## 12. Valuation

The Net Asset Value of the Company and the Net Asset Value per Ordinary Share (and per C Share, where applicable) is calculated in Sterling by the AIFM, and approved by the Board, on a semi-annual basis as at 30 September (unaudited) and 31 March (audited).

The Net Asset Value is the value of all assets of the Company less liabilities to creditors (including provisions for such liabilities) determined in accordance with IFRS.

The AIFM determines the value of investments that are not publicly traded using recognised valuation methodologies in accordance with the International Private Equity and Venture Capital Association valuation guidelines (IPEVCA Guidelines) or any other guidelines the AIFM and Board considers appropriate. These methods include primary valuation techniques, such as revenue or earnings multiples, discounted cash flow analysis or recent transactions, in accordance with the IPEVCA Guidelines.

Where an investment has been made recently the Company may use cost as the best indicator of fair value. In such a case changes or events subsequent to the relevant transaction date would be assessed to ascertain if they imply a change in the investment's fair value.

Such valuations prepared by the AIFM are approved by the Audit Committee at least twice a year. If the Board considers that any of the above bases of valuation are inappropriate in any particular case, or generally, it may adopt such other valuation procedures as it considers reasonable in the circumstances.

Publicly traded securities are valued by the AIFM by reference to their bid price or last traded price, if applicable, on the relevant exchange in accordance with the Association of Investment Companies' valuation guidelines and applicable accounting standards. Where trading in the securities of an investee company is suspended, the investment in those securities are valued at the AIFM's estimate of its net realisable value. In preparing these valuations, the AIFM will take into account, where appropriate, latest dealing prices, valuations from reliable sources, comparable asset values and other relevant factors.

Details of each semi-annual valuation is announced by the Company through a Regulatory Information Service as soon as practicable after the end of the relevant six-month period.

The calculation of the NAV may be suspended in circumstances where the underlying data necessary to value the investments of the Company cannot readily, or without undue expenditure, be obtained or in other circumstances (such as a system's failure of the Administrator) which prevents the Company from making such calculations.

Details of any suspension in making such calculations will be announced through a Regulatory Information Service as soon as practicable after any such suspension occurs.

The Company may delay public disclosure of the Net Asset Value per share to avoid prejudice to its legitimate interests, provided that such delay would not be likely to mislead the public and the Company has put in place appropriate measures to ensure confidentiality of that information.

### **13. Reports, accounts and meetings**

The Company holds a meeting as its annual general meeting in each year. The annual report and accounts of the Company are made up to 31 March in each year with a copy being made available to Shareholders on the Company's website (and, to the extent required, copies being sent to Shareholders) within the following four months. The Company also publishes unaudited half-yearly reports to 30 September each year with a copy being made available to Shareholders on the Company's website within the following three months.

The Company's financial statements are prepared in Sterling under IFRS.

### **14. Premium and discount management**

The Board has the discretion to seek to manage, on an ongoing basis, the premium or discount at which the Shares may trade to their NAV through further issues and buy-backs, as appropriate.

#### **14.1 Discount control**

The Directors will consider repurchasing Shares in the market if they believe it to be in Shareholders' interests as a whole and as a means of correcting any imbalance between supply of and demand for the Shares.

A special resolution has been passed granting the Directors authority to repurchase up to 14.99 per cent. of the Company's issued share capital immediately following the Company's IPO in March 2018. This authority will expire at the conclusion of the Company's first annual general meeting which has been convened for 11 September 2019, but renewal of this buy-back authority is being sought at that meeting and will be sought at each subsequent annual general meeting of the Company. Any purchase of Shares would be made only out of the available cash resources of the Company. Shares purchased by the Company may be held in treasury or cancelled.

The maximum price (exclusive of expenses) which may be paid for a Share must not be more than the higher of (i) 5 per cent. above the average of the mid-market values of the applicable class of Shares for the five Business Days before the purchase is made, or (ii) the higher of the price of the last independent trade and the highest current independent bid as stipulated by Regulatory Technical Standards adopted by the European Commission pursuant to Article 5(6) of MAR. In addition, the Company will only make such repurchases through the market at prices (after allowing for costs) below the relevant prevailing NAV per Share under the guidelines established from time to time by the Board.

Shareholders should note that the purchase of Shares by the Company is at the absolute discretion of the Directors and is subject to the working capital requirements of the Company and the amount of cash available to the Company to fund such purchases. Accordingly, no expectation or reliance should be placed on the Directors exercising such discretion on any one or more occasions.

#### **14.2 Premium management**

In the event that the Shares trade at a premium to NAV, the Company may issue new Shares.

In order to facilitate the Share Issuance Programme described in the Securities Note, the Company is seeking Shareholder authority to issue up to 150 million Ordinary Shares and/or C Shares, on a non-pre-emptive basis, at the General Meeting that has been convened for 1 July 2019.

Investors should note that the issuance of new Ordinary Shares and/or C Shares is entirely at the discretion of the Board, and no expectation or reliance should be placed on such discretion being



exercised on any one or more occasions or as to the proportion of new Ordinary Shares and/or C Shares that may be issued.

No Shares will be issued at a price less than the prevailing published Net Asset Value per existing Share at the time of their issue.

#### 14.3 **Treasury shares**

Any Shares repurchased pursuant to the general authority referred to above may be held in treasury. The Act allows companies to hold shares acquired by way of market purchase as treasury shares, rather than having to cancel them. These shares may be subsequently cancelled or sold for cash. This would give the Company the ability to re-issue Shares quickly and cost effectively, thereby improving liquidity and providing the Company with additional flexibility in the management of its capital base.

Unless authorised by Shareholders, no Shares will be sold from treasury at a price less than the NAV per Share at the time of the sale unless they are first offered pro-rata to existing Shareholders.

#### 14.4 **Consultation regarding the future of the Company**

In the event that the NAV per Share falls below 70 pence, or such other level as the Board may determine from time to time to reflect returns of capital and/or the passage of time, the Company will suspend making new investments. At that time, the Board will consult with Shareholders and undertake a strategic review of the future of the Company.

As a result of such a strategic review, Shareholders may be asked to vote on proposals put forward by the Board at a general meeting to be convened as soon as practicable thereafter. These proposals may include the redemption or repurchase of Shares, the reconstruction, reorganisation or voluntary liquidation of the Company, a combination of these or any other proposals that the Board may consider appropriate.

### 15. **C Shares**

If there is sufficient demand from potential investors at any time, the Company may seek to raise further funds through the issue of C Shares. C Shares may be issued pursuant to the ongoing Share Issuance Programme described in the Securities Note. The issue of C Shares is designed to overcome the potential disadvantages for both existing and new investors, which could arise out of a conventional fixed price issue of further Shares for cash. In particular:

- the C Shares would not convert into Ordinary Shares until at least 80 per cent. of the net proceeds of the C Share issue (or such other percentage as may be agreed between the Directors and the Portfolio Manager) have been invested in accordance with the Company's investment policy (or, if earlier, six months after the date of their issue);
- the assets representing the net proceeds of a C Share issue would be accounted for and managed as a distinct pool of assets until their conversion date. By accounting for the net proceeds of a C Share issue separately, Shareholders will not participate in a portfolio containing a substantial amount of uninvested cash before the conversion date;
- the basis on which the C Shares would convert into Ordinary Shares is such that the number of Ordinary Shares to which holders of C Shares would become entitled will reflect the relative net asset values per share of the assets attributable to the C Shares and the Ordinary Shares. As a result, the NAV per Share can be expected to be unchanged by the issue and conversion of any C Shares; and
- the Net Asset Value of the Ordinary Shares would not be diluted by the expenses of the C Share issue, which would be borne by the C Share pool.

The Articles contain the C Share rights, full details of which are set out in paragraph 3.18 of Part 5 of this Registration Document.



## **16. Taxation**

Potential investors are referred to Part 5 of the Securities Note for details of the taxation of the Company and of Shareholders resident for tax purposes in the UK. Investors who are in any doubt as to their tax position or who are subject to tax in jurisdictions other than the UK are strongly advised to consult their own professional advisers immediately.

## **17. Risk factors**

The Company's business is dependent on many factors and potential investors should read the whole of this Registration Document, the Summary and the Securities Note and in particular the section entitled "Risk Factors" on pages 4 to 11 of this Registration Document.

## **18. Disclosure obligations**

The provisions of Chapter 5 of the Disclosure Guidance and Transparency Rules (as amended from time to time) ("**DTR 5**") of the Financial Conduct Authority Handbook apply to the Company on the basis that the Company is a "UK issuer", as such term is defined in DTR 5.

As such, a person is required to notify the Company of the percentage of voting rights it holds as a holder of Shares or holds or is deemed to hold through the direct or indirect holding of financial instruments falling within DTR 5 if, as a result of an acquisition or disposal of Shares (or financial instruments), the percentage of voting rights reaches, exceeds or falls below the relevant percentage thresholds being, in the case of a UK issuer 3 per cent. and each 1 per cent. threshold thereafter up to 100 per cent.

## **19. The Takeover Code**

The Takeover Code applies to the Company.

Given the existence of the buyback powers described at paragraph 14.1 above, there are certain considerations that Shareholders should be aware of with regard to the Takeover Code.

Under Rule 9 of the Takeover Code, any person who acquires shares which, taken together with shares already held by him or shares held or acquired by persons acting in concert with him, carry 30 per cent. or more of the voting rights of a company which is subject to the Takeover Code, is normally required to make a general offer to all the remaining shareholders to acquire their shares. Similarly, when any person or persons acting in concert already hold more than 30 per cent. but not more than 50 per cent. of the voting rights of such company, a general offer will normally be required if any further shares increasing that person's percentage of voting rights are acquired.

Under Rule 37 of the Takeover Code when a company purchases its own voting shares, a resulting increase in the percentage of voting rights carried by the shareholdings of any person or group of persons acting in concert will be treated as an acquisition for the purposes of Rule 9 of the Takeover Code. A shareholder who is neither a director nor acting in concert with a Director will not normally incur an obligation to make an offer under Rule 9 of the Takeover Code in these circumstances.

However, under note 2 to Rule 37 of the Takeover Code where a shareholder has acquired shares at a time when he had reason to believe that a purchase by the company of its own voting shares would take place, then an obligation to make a mandatory bid under Rule 9 of the Takeover Code may arise.

The buyback powers could have implications under Rule 9 of the Takeover Code for Shareholders with significant shareholdings. The buyback powers should enable the Company to anticipate the possibility of such a situation arising. Prior to the Board implementing any share buyback the Board will seek to identify any Shareholders who they are aware may be deemed to be acting in concert under note 1 of Rule 37 of the Takeover Code and will seek an appropriate waiver in accordance with note 3 of Rule 37. However, neither the Company, nor any of the Directors, nor the Portfolio Manager, nor the AIFM will incur any liability to any Shareholder(s) if they fail to identify the possibility of a mandatory offer arising or, if having identified such a possibility, they fail to notify the relevant Shareholder(s) or if the relevant Shareholder(s) fail(s) to take appropriate action.

## **20. Distribution to retail investors**

The Company intends to conduct 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 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 intends to conduct 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 The Markets in Financial Instruments Directive II ("**MiFID II**"). The Directors consider that the requirements of Article 57 of the MiFID II delegated regulation of 25 April 2016 will be met in relation to the Company's Shares and that, accordingly, the Shares should be considered "non-complex" for the purposes of MiFID II.

## **21. Eligibility for investment by UCITS or NURS**

The Company has been advised that the Shares should be "transferable securities" and, therefore, should be eligible for investment by UCITS or NURS on the basis that: (i) the Company is a closed-ended investment company incorporated in England and Wales as a public limited company; (ii) the Shares are to be admitted to trading on the main market of the London Stock Exchange; and (iii) the AIFM and the Portfolio Manager are authorised and regulated by the FCA and, as such, are subject the rules of the FCA in the conduct of its investment business. The manager of a UCITS or NURS should, however, satisfy itself that the Shares are eligible for investment by that fund, including a consideration of the factors relating to that UCITS or NURS itself, specified in the rules of the FCA.

## **PART 2**

### **INVESTMENT OPPORTUNITY**

#### **1. Investment rationale**

The Management Team believes that the financial services sector is ripe for disruption and disintermediation and that, despite early signs, the process has yet to happen in the significant way that has been seen in other sectors such as retail and travel.

The Management Team believes that Europe, particularly the UK, will be at the centre of this disruption due to a confluence of factors including regulation and sector “DNA”. The Management Team considers that Europe will offer investors a compelling growth opportunity given the potential for global expansion emerging from European entrepreneurs, limited competition and receptive global exit markets. The Management Team believes that the dynamics of the European venture and growth capital market, combined with the Company’s investment strategy, should provide investors with greater diversity in their portfolio exposure to fintech growth companies.

The Management Team further believes that the UK investment trust structure is suited to these types of investments as an alternative to the GP/LP structure which is more common in venture capital. GP/LP structures typically have a 10-year fund life with the first five years being the “investment period” and the second five years the “harvesting period”. In many investment opportunities, and in fintech businesses in particular, this timeline does not correlate to the lifecycle of the opportunity itself. Financial services is a complex sector where navigating the regulatory parameters and building the trust of customers can often take longer than in other sectors. The five years investing/five years harvesting structure may lead to investment funds having to divest their holdings at a time when much of the hard work has been done but the value has not yet been realised – i.e. they become sellers when they should be buyers, especially when the future value is in large part due to the capital they have already provided. The permanent capital structure avoids this issue. It will allow the Company to unlock the value being built in its investee companies and aligns the Company’s investors with the founders of the fintech businesses in building the most valuable businesses they can rather than the most valuable they can achieve within a pre-determined timescale.

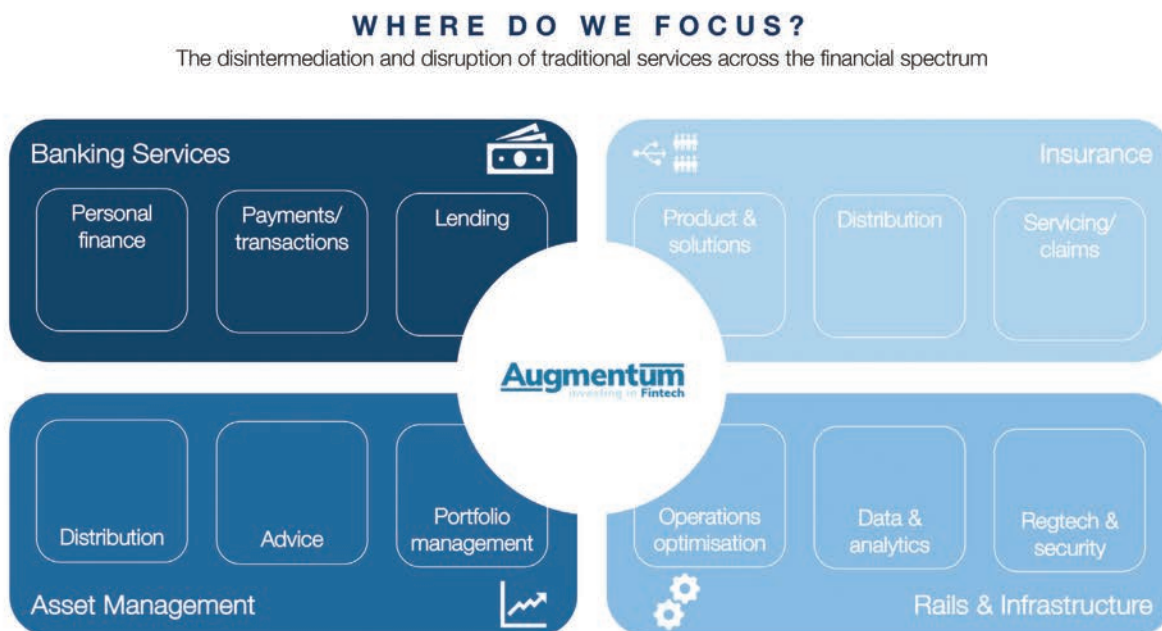
The Management Team also believes that there are a very limited number of listed vehicles giving access to these types of investments, despite demand that may be seen on crowdfunding platforms and from institutional investors for whom a limited partnership structure may not be suitable.

## 2. The opportunity

### 2.1 What is fintech?

The Management Team's interpretation of fintech is "businesses that disintermediate or disrupt the financial services industry".

The diagram below captures many of the aspects and breaks it out into four broad sub-sectors:



- *Banking Services (Personal Finance, Payments/Transactions and Lending):* This sector is probably the most developed of fintech sub-sectors but actual penetration by fintechs is still very small, with the largest financial institutions continuing to dominate by market share as they have over the past 20 years. The traditional bank is being unbundled by dynamic, data driven and tech focused fintechs who are deploying models that allow more innovative, simple and more transparent ways for consumers to engage with their finances.
- *Insurance (Product and Solutions, Distribution, Servicing and Claims Management):* This is perhaps the least developed fintech sub-sector other than insurance distribution which has seen a number of successful aggregation platforms. Disruptive insurtechs are looking to price risk more effectively as well as looking to usurp the existing players entirely with new customer propositions and more innovative approaches to underwriting.
- *Asset Management (Distribution, Advice, Portfolio Management):* High fees, poor returns, low tech solutions and bloated service delivery chains have made this area fertile ground for new challengers to exploit. Historic customer inertia to switching has allowed existing players to hold on to their strong market positions, however, this is becoming increasingly difficult, as fintechs develop cheaper, more efficient and customer friendly platforms, with some building a compelling track record of performance.
- *The "Rails" of financial services (Business to Business Fintech, Regtech, Capital Markets, Other):* This sub-sector relates to businesses that provide services to financial services businesses to allow them to operate efficiently and effectively.

The Company may also invest in businesses within the financial services sector not captured by the above including new ideas that by their disruptive nature do not fit neatly into the existing framework.

Within this broad definition of fintech there are also some areas where the Company does not expect to play a role. There are some propositions, such as certain challenger banks, where the level of upfront capital that needs to be deployed is so high that any investment by the Company could be diluted to an insignificant stake before there is proof of concept. There are other investors better suited to these opportunities, and whilst these businesses may well turn out to be successful, the capital required is simply too high.

## 2.2 What is the value of fintech?

Financial services have long been provided by large institutions that over the years have grown cumbersome in their breadth and constrained by their complexity and regulation. Advances in technology have allowed a new breed of company to emerge providing better, cheaper and more focused services to end consumers. The Value of Fintech report by KPMG released in October 2017 shows how disruptors have reshaped customer expectations, setting new and higher bars for user experience, in four key ways:

- *Enhancing customer experience*  
Empowered by new technology, fintechs are able to offer personalised services and communicate interactively with customers, significantly enhancing customer engagement and experience.
- *Increasing transparency*  
Fintechs enable financial services companies to increase clarity of services and products, and provide transparency on fees and charges. This increases levels of trust, which is the foundation of the financial services industry.
- *Providing education and support*  
Navigating complex financial services and products can be difficult for end users. Fintechs, through the use of technologies such as Artificial Intelligence (AI) and big data analytics, provide tailored customer support and guidance in a cost effective way.
- *Improving financial inclusion*  
Fintechs enable the provision of new products and services to customer groups who have not, to date, been able to access traditional financial services either through lowering of price or broadening of channels.
- *Reducing cost*  
Enhanced automation allows fintechs to deliver services with a much lower cost base than incumbents.

## 2.3 What differentiates Augmentum

The Management Team believe that the following key features differentiate the Company's offering:

### WHAT DIFFERENTIATES AUGMENTUM?



<sup>1</sup>Source: Innovate Finance 2018 FinTech VC Investment Landscape.

### *Listed structure*

The Management Team believes that investee companies benefit when pressures associated with traditional VC timelines are removed, especially in the fintech sector where companies can take a bit longer to mature due to complexity and regulation. The Company's patient capital structure seeks to address this.

The structure also allows the Management Team to be IRR-driven instead of multiple-driven. The Company can take early stage, long term positions as well as shorter term investments in companies nearer to exit. This provides liquidity to value realisation and greater opportunity for returns.

The listed structure also gives investors access to venture scale opportunities without the restrictions and timelines of being locked into a traditional VC fund lifecycle. The asset class that was previously inaccessible to many types of retail and institutional investors is now opened up.

For investee companies an investment by the Company allows their customers, and even potential acquirers, to take an indirect stake and the Company's coverage by the analyst community gives them soft exposure to the public markets and its investors who can follow their story and understand their business for longer.

Finally, the listed structure means the Company can truly claim to be independent. The shareholder base is fluid and dictated by the market so no investor or strategic partner can influence our investment thesis. This is important for investee companies who often have to navigate the true motivation behind corporate venture money.

### *Sector specialists*

- Access to deals
  - Strong network – The Management Team's and Advisory Panel's extensive networks provide access to deals, a critical differentiator in determining the success of a VC fund, through decades of experience operating in the venture and fintech space. The Management Team strongly believes that this network is without peer in the sector.
  - Proactive – The Management Team doesn't wait for deals to come to it. Every deal made since IPO was proactively sourced.
  - Becoming the preferred investor – in competitive deal situations the Management Team has a high success rate of converting the term sheet.
- Deep sector knowledge
  - Cutting through the noise – in a complex industry, deep sector knowledge is critical in making the right investment decisions. The members of the Management Team have been investing, or operating, across the fintech landscape since 1999.
  - Experts across every subsector – the highly engaged Advisory Panel, who meet with the Management Team quarterly, deepen this expertise even further. The panel members are also significant investors in the Company.
- Team of operators
  - The benefit of experience – the members of the Management Team have 80 years of experience as tech entrepreneurs and tech investors between them. They know what it takes to build and scale a business.
  - Active investors – the Management Team looks for board representation at portfolio companies where appropriate and proactively leverages its experience, expertise and network to give it an edge.

### *European focus with UK bias*

There are a number of reasons why the Management Team believes that Europe, and the UK in particular, will continue to be at the epicentre of the fintech revolution.



- The existing financial services sector

Ideas for businesses often come from entrepreneurs trying to solve a problem or frustration that they face in their everyday life. This holds true in financial services where many fintech businesses are being founded and backed by people working within the sector who believe that there is a better way to do things.

London has been one of the largest financial services hubs in the world for centuries and is leading many sectors, including overseas loans, insurance, forex and foreign stock listings. As such, there is a deep pool of financial services knowledge from which new ideas will emerge and a natural market place for when they do.

Silicon Valley has led the world in tech innovation for the last few decades. Financial services, however, remains one of the few sectors where it is at a disadvantage due to the lack of industry “DNA”. Whilst it would be short-sighted to discount Silicon Valley as an innovator in financial services, the Management Team consider it highly likely that many fintech “unicorns” will continue to be built in Europe as a result of its favourable infrastructure and capabilities.

- Forward-looking governments

The UK government is committed to backing innovative financial businesses. The financial crisis of 2008 highlighted the reliance of the UK economy on financial institutions and the government has sought to encourage and increase competition and innovation in the sector as a result. The Management Team believes that this is also happening in other parts of Europe, particularly with the uncertainty of Brexit, and that other European nations will look to gain market share as a result of that uncertainty.

- Progressive regulation

The UK has become an attractive place to start a fintech business relative to the US, partly as a result of an innovative financial services regulator. In the US there are 50 state regulators as well as several federal ones. For fintechs, where frictionless borders and service delivery from a central hub are a fundamental part of their proposition, this presents a regulatory minefield. In addition, the SEC in the US does not usually engage with innovative businesses until they have achieved scale. This can lead to businesses growing to a significant size before finding out they need to adapt their business model, creating uncertainty for prospective investors.

By way of contrast, in the UK the FCA actively engages with new businesses to understand and help refine their business models in advance, and has introduced the “regulatory sandbox” to allow controlled launches. Other regulators across Europe (and the World) are looking closely at the UK approach and may look to mirror it.

- Valuations

Valuations of venture capital-backed businesses are often lower in Europe than in the US.

A company may raise capital at various stages of its evolution. The initial “seed” capital is provided by friends and family, angel investors and seed incubators. As a company moves beyond this stage it will then seek to raise “venture” capital from the venture capital community, including the Company.

In the US the venture capital sector is highly evolved and there are substantial amounts of capital available, which leads to increased competition for the best deals and, therefore, higher valuations. The European venture sector is less competitive and valuations are, on average, lower.

In addition, the last few years have seen significant growth in seed stage (sub-£1.5 million) investments.

The introduction of government tax initiatives, like EIS and SEIS in the UK, as well as a flourishing angel investor network, have led to a wall of capital being available to start-ups to get their ideas off the ground. In an ideal ecosystem there would be enough capital at each stage to ensure that the best businesses continue to receive further funding throughout their evolution. However, the capital available at the venture stage has not kept pace with the growth in the seed stage meaning



that it is not straightforward for even the good ideas to raise institutional money. This “funding gap” leads to less competition and lower valuations.

- Expertise

The EU fintech ecosystem is underpinned by world-class academic institutions. As can be seen in the table below, three of the world’s top five computer science institutions are European.

Computer Science Rank 2019	Computer Science Rank 2018	University	Country/Region
1	3	University of Oxford	United Kingdom
2	4	ETH Zurich	Switzerland
3	1	Stanford University	United States
4	5	University of Cambridge	United Kingdom
5	2	Massachusetts Institute of Technology	United States

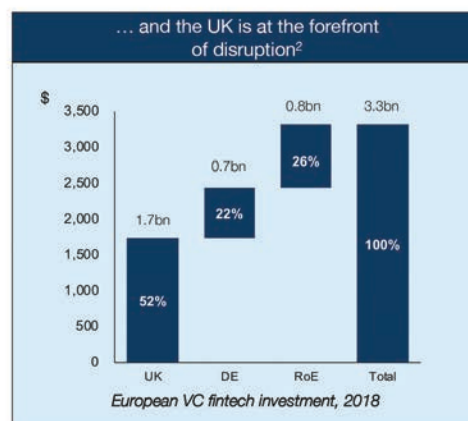
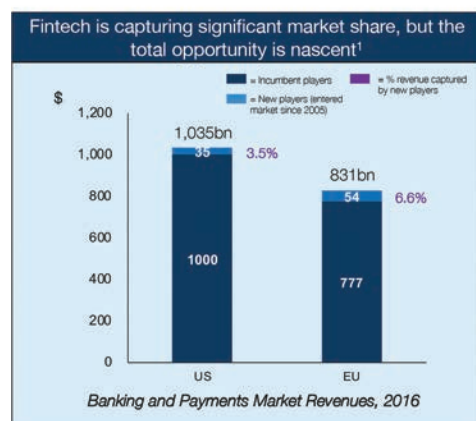
Source: The Times World University Rankings 2019.

- UK expertise in particular

The UK continues to be a magnet for talented entrepreneurs drawn by its sizeable market, historic and current position as a major financial services hub and its progressive regulatory environment. In 2018, the UK attracted as much investment in fintech as the rest of Europe combined.

### WE ARE SITUATED AT THE EPICENTRE OF THE OPPORTUNITY

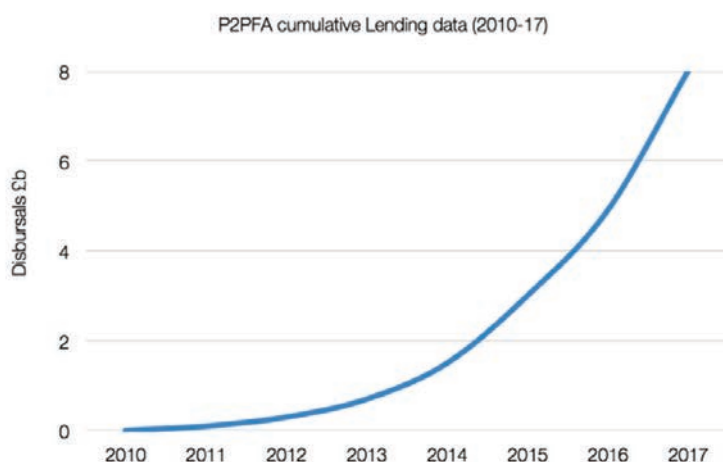
Fintech opportunity is early in its journey & driven by the UK, which accounts for more investment than the rest of Europe combined



Source: <sup>1</sup> Fintechnews.ch; <sup>2</sup> 2018 VC Investment Landscape, Innovate Finance.

## 2.4 Why invest now?

Although the word “fintech” has become somewhat ubiquitous of late, it is still very early days as far as penetration by newcomers is concerned. The graph below from the Peer to Peer Finance Association (“P2PFA”) shows the growth in UK marketplace lending since 2010:



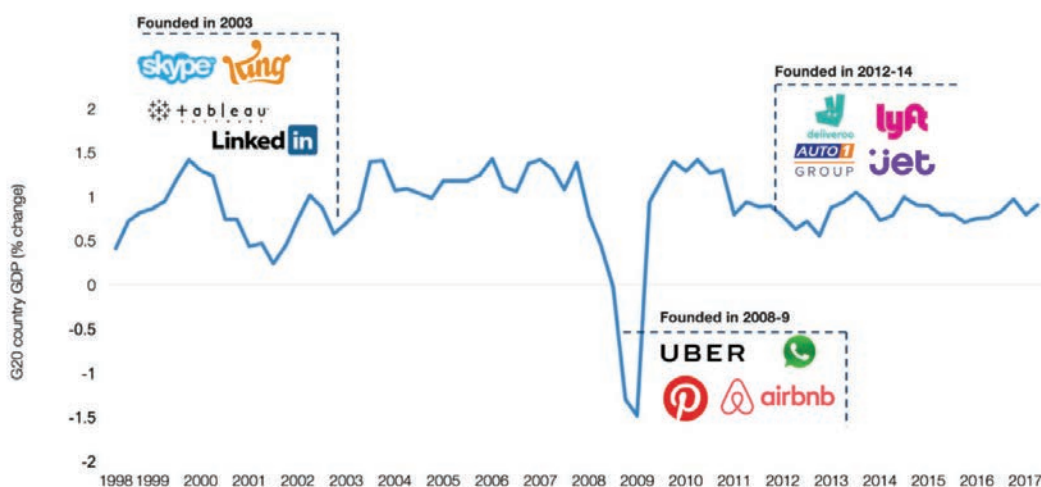
Source: Peer to Peer Finance Association, 2017.

Despite this exponential growth, marketplace loans represent less than 2 per cent. of total consumer and business lending – and the UK is the most advanced in the sector in Europe.

This is just one sub-sector of a sub-sector of financial services; as such, the Management Team considers the opportunity to be significant. The chart at paragraph 2.3 above shows that by 2016 just 6.6 per cent. of these revenues have been captured by new entrants.

However, it is still very early days. Whilst some fintechs that have emerged in the last few years have gained significant scale, their market penetration is still fairly insignificant. The largest financial institutions are still the same as a decade or more ago and yet in other sectors, such as retail, travel and media, the disruptors have already in many cases supplanted the previous incumbents. The Management Team firmly believes that this will happen in sectors within financial services. It is taking longer as the financial services sector is more complex, highly regulated and consumers require more persuasion to switch, but the pace of technological advancement and consumer demands make the eventual shift highly likely.

Although it is not possible to predict the economic cycle, as the chart below shows some of the world's most successful businesses were founded at the height of the last recession.



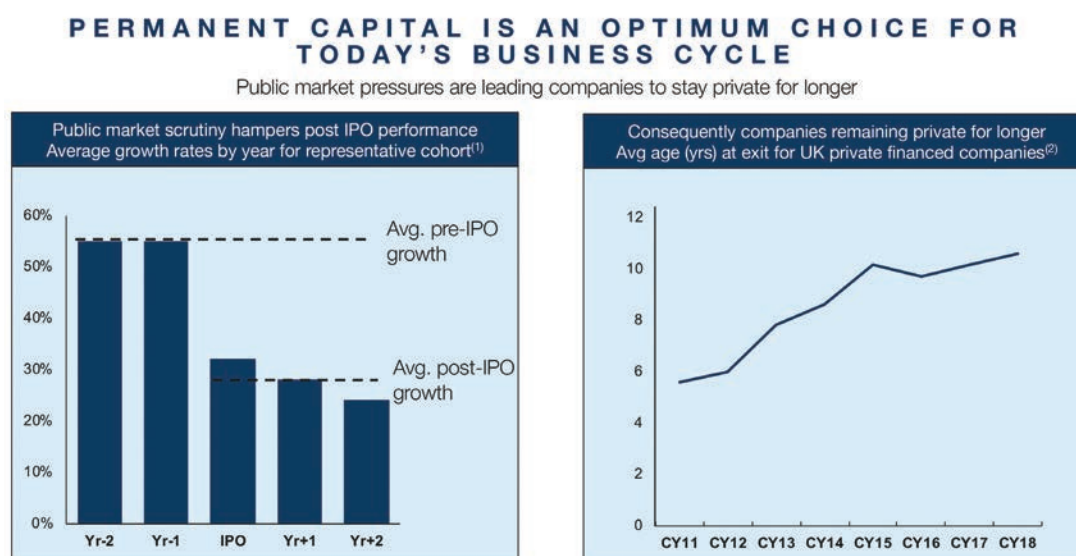
Source: OECD statistics.

Tech companies thrive on change and upheaval. The events of 2008 changed the way banks are perceived by consumers. Many consumers continue to seek out alternative providers of financial services. The effects of the financial crisis of 2008 are still being felt today and have provided stimulus for new businesses as well as the customer bases for them.

What Brexit will mean for financial services is still unclear. What is clear though is that consumers will still need financial services and it may be much easier for smaller, more focused financial services providers to adapt to whatever changes come than it will be for large multi-faceted providers, encumbered with legacy systems, unwieldy bureaucracies and challenged by an increased compliance and regulatory burden.

## 2.5 **Private for longer**

There is a current trend for businesses to remain private for longer. The Company allows public market investors to get exposure to such businesses earlier than waiting for them to float on the public markets.



Sources: Pitchbook to Dec 2018, Merian Global Investors (Aug 2018).

(1): Cohort assessed included Just Eat (UK sales), Blue Prism, Fever Tree, boohoo.com, Alfa Financial Software, Alpha FX, Mindgym, Sanne, Medica, FootAsylum, Joules, Codemasters, Boku (ex social), Aquis Exchange.

(2): Defined as duration from first engagement with private finance to subsequent exit (exits > \$250m).

The Management Team believes that there are a number of reasons for this:

- **Availability of capital**  
One of the key drivers in the past of companies coming to the public markets was the availability of capital. There is now a vast pool of capital available to private companies through venture capital, private equity, sovereign wealth, family offices and others at a scale never seen before.
- **Organic growth opportunity**  
Technology is allowing companies to grow in scale organically without having to raise large sums to support the expanded infrastructure previously required. Whilst growth through acquisitions is still common, it is now not always such a prerequisite to get to large scale due to the reach that technology can give companies, and the availability of capital noted above means that when it is the chosen course, it can often be done privately.
- **Geographical opportunity**  
Solutions delivered electronically mean that companies do not have to establish significant presences in each market they operate in and so the capital intensity required to build significant scale is much lower.
- **Rate of growth**

The ease and scalability of electronically delivered services mean that companies can grow faster than before. With these rates of growth, the additional time and cost overhead that public market accountability and reporting requirements bring are often not attractive to management teams.

As a consequence, when companies eventually do come to the public market they are often likely to be “fully baked” and the majority of value in the opportunity has already been captured. The left hand chart in the table above shows a marked slowing of growth rates once companies go public compared to the years in the build up to their IPO.

The Management Team believe that the relationship between “access to capital for growth” and “access to liquidity for current shareholders” as drivers of an IPO has swung towards the latter. An investment in the Company allows public market investors to access these underlying companies far earlier in their lifecycle than they would otherwise be able to, potentially benefitting from this growth capital motivation and, usually, a lower investment price.

## PART 3

### DIRECTORS, MANAGEMENT AND ADMINISTRATION

#### 1. Directors

The Directors are responsible for the determination of the Company's investment policy and strategy and have overall responsibility for the Company's activities including the review of investment activity and performance and the control and supervision of the Company's service providers, including the Portfolio Manager. All of the Directors are non-executive and are independent of the Company's service providers.

The Directors meet at least four times a year to, *inter alia*, review and assess the Company's investment policy and strategy, the risk profile of the Company, the Company's investment performance, the performance of the Company's service providers, including the Management Team and the AIFM, and generally to supervise the conduct of its affairs. The audit committee meets at least twice per annum.

The Directors are as follows:

##### **Neil England, Chairman**

Neil England has extensive international business expertise in a career spanning public and private companies varying in size from start-ups to global corporations. His career started in manufacturing and he has held leadership roles in sales, marketing and general management across sectors including food, FMCG (fast moving consumer goods), distribution and technology. Neil was a Vice President of Mars Incorporated; Group Chief Executive at The Albert Fisher Group Plc and Group Commercial Director at Gallaher Group Plc. Additionally he started two technology businesses and has advised on others.

Neil has been Chairman of a number of companies and in the past year these have included ITE Group Plc, Blackrock Emerging Europe Plc and three private businesses. He now holds one Chairman position in addition to the Company.

##### **Karen Brade**

Karen Brade has extensive experience in project finance and private equity. She started her career at Citibank where she worked on various multi-national project finance transactions. Karen worked at CDC (Commonwealth Development Corporation), the UK's development finance institution, where she held a variety of positions in equity and debt investing, portfolio management, fund raising and investor development. Karen has been an adviser to hedge funds, family offices and private equity houses for a number of years. She chairs the audit committee and is senior independent director of Crown Place VCT PLC, Chairman of Aberdeen Japan Investment Trust PLC and Chairman of Keystone Investment Trust plc.

##### **David Haysey**

David Haysey has extensive experience in the investment business, working on both public and private equities, and asset allocation. He started his career as a stockbroker, and held a number of senior positions, including as head of European equities for SG Warburg plc and Deutsche Bank AG and CIO and co-CEO of Deutsche Asset Management's European Absolute Return business. David previously worked for RIT Capital Partners plc, where he was a board member and head of public equities. He joined the multi-strategy firm Marylebone Partners from its launch as head of liquid strategies. Since his retirement he has been a non-executive partner and member of the firm's investment committee.

#### 2. The Portfolio Manager

The Company is structured as an internally managed closed-ended investment company. The Portfolio Manager (a wholly owned subsidiary of the Company) is the operating subsidiary of the Company that manages the investment portfolio of the Company, including the investment and reinvestment of its portfolio, as a delegate of the AIFM.

The Portfolio Manager operates a specialist, dedicated fund management and advisory business whose experienced and entrepreneurial management team has a strong track record in fintech venture capital. The Portfolio Manager is based in London. The Portfolio Manager is authorised and regulated in the UK by the FCA.

Tim Levene and Richard Matthews are directors of the Portfolio Manager. The other members of the Management Team are either employees of, or engaged as consultants to, the Portfolio Manager.

The Portfolio Manager has entered into service agreements with each of Tim Levene and Richard Matthews, the principals of the Portfolio Manager and whose biographies are set out under “The Management Team” below.

The service agreement of Tim Levene includes the following terms: He is chief executive officer of the Portfolio Manager with an annual base salary of £200,000, a pension contribution into a personal pension scheme of an amount equal to 15 per cent. of his base salary per annum and a standard benefits package including medical and life insurance. His service agreement is terminable upon 12 months’ notice by either party. He is entitled to a discretionary bonus of up to 50 per cent. of his base salary per annum, in such amount (if any) as determined by the Management Engagement and Remuneration Committee.

The service agreement of Richard Matthews includes the following terms: he is an executive director and chief operating officer of the Portfolio Manager with an annual base salary of £200,000, a pension contribution into a personal pension scheme of an amount equal to 15 per cent. of his base salary per annum and a standard benefits package including medical and life insurance. His service agreement is terminable upon 12 months’ notice by either party. He is entitled to a discretionary bonus of up to 50 per cent. of his base salary per annum, in such amount (if any) as determined by the Management Engagement and Remuneration Committee.

The service agreements of each of Tim Levene and Richard Matthews permit them to continue certain business activities outside of the Group.

Tim Levene and Richard Matthews are entitled to participate in the carried interest plans referred to in paragraph 2.3 below.

The Portfolio Manager also employs other investment professionals and support staff to support the delivery of portfolio management services to the Company. In time, the business of the Portfolio Manager may be expanded to take on other fund management and advisory mandates with third parties. This would provide an additional income stream to the Group.

## **2.1 The Portfolio Management Agreement**

The Company, the AIFM and the Portfolio Manager have entered into the Portfolio Management Agreement, a summary of which is set out at paragraph 6.2 of Part 5 of this Registration Document. The Portfolio Manager is appointed as the Company’s portfolio manager as a delegate of the AIFM.

The Portfolio Management Agreement is for an initial term of 3 years from the date of the Company’s IPO in March 2018 and thereafter subject to termination on not less than 12 months’ written notice by any party. The Portfolio Management Agreement can be terminated at any time in certain standard circumstances.

## **2.2 The Management Team**

The Company seeks to leverage the Management Team’s years of experience, expertise and networks in the fintech sector to drive value creation in its investee companies.

The key individuals who are responsible for the Company’s portfolio are:

### *Tim Levene*

Tim began his career at Bain & Co before leaving to co-found Crusshe the chain of juice bars. In 1999, Tim became a founding employee at Flutter.com and after it merged with Betfair in 2001, he led the commercial side of the business including launching its international business. In 2010 Tim co-founded Augmentum with the backing of RIT Capital. Tim has been a Young Global Leader at the World Economic Forum since 2012 and is the Digital Advisor to the Royal Foundation. Tim was also elected as a Common Councillor (Independent) for the Ward of Bridge in the City of London in 2017.



#### *Richard Matthews*

Richard qualified as a chartered accountant with Coopers & Lybrand/PricewaterhouseCoopers LLP before leaving in 1999 to join Tim as an early employee and chief financial officer of Flutter.com. In 2001, upon the merger with Betfair, he left to become chief financial officer of Benchmark Europe (now Balderton Capital, a venture capital investor in Betfair). In 2005 he became a partner at Manzanita Capital a large US family office and in 2010 he rejoined Tim Levene to co-found Augmentum.

#### *Perry Blacher*

Perry started his career at McKinsey & Co in 1996, moving to Microsoft in 1998 and he has spent the last decade as an angel investor in, and adviser to, fintech businesses. Perry is a fintech specialist, holding advisory or non-executive roles at Fairpoint plc, Barclays UK, Google, Onfido, Prodigy Finance, TransferGo and other FinTech businesses. He was a founding principal at Chase Episode 1 Partners when they invested in Flutter.com and is a venture partner at Amadeus Capital. He was the founder and chief executive officer of two businesses, both sold to public companies (Serum in 2002 and Covestor in 2007).

#### *Martyn Holman*

Martyn has nearly 20 years of experience as an operator, adviser and investor in tech and growth spaces. Martyn's early career was spent as a strategy consultant with the Boston Consulting Group, consulting to FTSE 100 clients across consumer, energy, financial services and heavy industry sectors. Since then he has accrued 15 years of experience as both an operator and investor in the tech/VC space. He was a key member of the early Betfair team and later co-founded LMAX Exchange which has since featured as the number 1 Times Tech Track Growth Company and a Fintech Future 50 member. Most recently Martyn spent nearly 5 years as an investor and partner in UK venture capital where he helped raise a £60 million early seed fund.

### **2.3 Incentivising management and employees**

The Directors believe that the success of the Group depends, in part, on the future performance of the Management Team. The Directors also recognise the importance of ensuring that the Management Team are incentivised and identify closely with the success of the Company. The Company therefore devised the carried interest fee element of the remuneration payable under the Portfolio Management Agreement with a view to it being made available to fund profit participation in the form of carried interest plans for the Management Team. Participants' carried interests vest over 3 years for each carried interest plan and are subject to good and bad leaver provisions. The Management Engagement and Remuneration Committee determine the allocation of the carried interest and any unvested carried interest resulting from a participant becoming a leaver can be reallocated to remaining participants.

In addition, certain members of the Management Team hold Ordinary Shares in the Company.

### **2.4 The Advisory Panel**

In addition, the Management Team consults with an Advisory Panel of individuals with particular industry expertise. The key members of the Advisory Panel are currently:

#### *Edward Wray*

Edward co-founded Betfair in 1999. Betfair floated on the London Stock Exchange in October 2010, valued at £1.4 billion. Today it is a FTSE 100 company with a market capitalisation of over £7 billion. Edward has twice won the Ernst & Young Entrepreneur of the Year award. Prior to founding Betfair, Mr Wray spent 8 years at JP Morgan.

Having stepped down from his role as Chairman of Betfair in 2012, Mr Wray currently holds directorships at Funding Circle, LMAX, Property Partner and Prodigy Finance, and is a Trustee of Nesta, The Mix and Mental Health Innovation. He also chairs the Advisory Board for The Royal Foundation's Coach Core programme. He is an active fintech angel investor.



#### *Phillip Riese*

Phillip has spent more than 40 years in financial services. He started at Chase Manhattan Bank where he led their merchant business. He then spent 18 years in leadership roles at American Express, retiring in 1998 as President of the Consumer Card Group and Chairman of American Express Centurion Bank, and being credited with turning around the American Express core consumer card business.

Since 1999 he has focused on investing in and developing financial services, fintech and data analytics companies globally, often serving on the board of directors or as a mentor and adviser to the CEO and management team. His portfolio has included investments in North America, Europe and Asia. In addition, he is a board member of Accion, a not-for-profit organisation that is dedicated to providing financial services to the billions of people excluded by traditional financial providers globally. He manages a portfolio of 63 financial services and fintech companies in 26 countries around the world, and operates each to be sustainable and yield benefits to customers and returns to shareholders.

#### *Josh Hannah*

Josh is a Silicon Valley entrepreneur and investor. Most recently, he was a general partner with Matrix Partners, where he led consumer marketplace and enterprise software investments such as GOAT, Canva, Quora, TechStyle (JustFab), and Marco Polo. In 1999 he co-founded Flutter.com and he later led a merger with its competitor, Betfair.com. In 2004 Mr Hannah was involved in the purchase of eHow, a Web 1.0, how-to directory. Josh and his partner rebuilt the company and sold it to Demand Media in 2006 for a 400-times return. Josh has a current focus on cryptocurrency and blockchain investing and is a founding investor in Metastable and Polychain, amongst other similar companies.

#### *Bronek Masojada*

Bronek Masojada is the CEO of Hiscox Insurance. He joined Hiscox in 1993 as group managing director and became CEO in 2000. Prior to this, from 1989 to 1993 he was employed by McKinsey & Company as a management consultant. Bronek served as a deputy chairman of Lloyd's from 2001 to 2007 and was chairman of the Lloyd's Tercentenary Research Foundation from 2008 to 2014. He is currently a member of the board of the Association of British Insurers and a director of Pool Reinsurance Company Limited.

### **3. AIFM, Company Secretary and Administrator**

The Company has appointed Frostrow Capital LLP as the AIFM of the Company, pursuant to the AIFM Agreement. The AIFM acts as the Company's alternative investment fund manager for the purposes of the AIFM Rules.

The AIFM is also responsible for providing administrative, company secretarial and marketing services to the Company. These include general fund administration services (including calculation of the NAV based on the data provided by the Portfolio Manager), bookkeeping, and accounts preparation.

Pursuant to the Portfolio Management Agreement (further details of which are set out in paragraph 6.2 of Part 5 of this Registration Document), the AIFM has delegated portfolio management to the Portfolio Manager.

The AIFM is authorised and regulated in the UK by the FCA.

### **4. Fees and expenses**

#### ***Expenses of the Initial Issue***

The costs and expenses of the Initial Issue described in the Securities Note will be paid by the Company. These costs and expenses include fees and commissions payable under the Share Issuance Agreement and to the Intermediaries, the Receiving Agent's fees, admission fees, printing, legal and accounting fees and any other applicable expenses. These will be paid by the Company on or around Admission of the Ordinary Shares issued pursuant to the Initial Issue, out of the gross proceeds of the Initial Issue.

However, the price at which new Ordinary Shares will be issued pursuant to the Initial Issue will be 112 pence per Ordinary Share. This is calculated as being the NAV per Ordinary Share as at 31 March 2019 (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 2.2 per cent. as a contribution towards 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 the gross proceeds of the Initial Issue are £30 million and that accordingly 26,785,714 Ordinary Shares are issued pursuant to the Initial Issue, at an Issue Price of 112 pence per new Ordinary Share (being the Company's most recently published NAV per Ordinary Share plus a premium of approximately 2.2 per cent.), the costs and expenses of the Initial Issue would be approximately £0.97 million, of which approximately £0.33 million would exceed the aggregate premium at which the Ordinary Shares are issued and so be borne by the Company. Accordingly the net proceeds of the Initial Issue would be approximately £29.03 million.

### ***Ongoing annual expenses***

The Company incurs ongoing annual expenses which include fees paid to the Portfolio Manager (as described below) in addition to other expenses. The Company's ongoing expenses in the period from incorporation to 31 March 2019 were approximately £2.27 million, excluding all costs associated with making and realising investments.

Ongoing annual expenses will include the following:

(i) *Portfolio Manager*

The Portfolio Manager is entitled to a management fee together with reimbursement of reasonable expenses incurred by it in the performance of its duties. The management fee is payable monthly in arrears at a rate of 1.5 per cent. of the Net Asset Value per annum, falling to 1.0 per cent. of any Net Asset Value in excess of £250 million.

The Portfolio Manager is entitled to a carried interest fee in respect of the performance of any investments and follow-on investments made. Each carried interest fee operates in respect of investments made during a 24 month period and related follow-on investments made for a further 36 month period save that the first carried interest fee shall be in respect of investments acquired using 80 per cent. of the net proceeds of the Company's IPO in March 2018 and related follow-on investments.

Subject to certain exceptions, the Portfolio Manager will receive, in aggregate, 15 per cent. of the net realised cash profits from the investments and follow-on investments made over the relevant period once the Company has received an aggregate annualised 10 per cent. realised return on investments and follow-on investments made during the relevant period. The Portfolio Manager's return is subject to a "catch-up" provision in its favour.

The carried interest fee is paid in cash as soon as practicable after the end of each relevant period, save that at the discretion of the Board payments of carried interest fee may be made in circumstances where the relevant basket of investments has been realised in part, subject to claw-back arrangements in the event that payments have been made in excess of the Portfolio Manager's entitlement to any carried interest fees as calculated following the relevant period.

The management fee is used to pay the overheads of the Portfolio Manager, including the salaries and remuneration of the Management Team (as described in paragraph 2 above) and any other employees taken on in due course, as well as amounts put aside to provide for pension and retirement benefits, rent and utilities expenditure. The carried interest fee will be used to fund the carried interest plans which the Portfolio Manager implements for the Management Team (as described at paragraph 2.3 above). Salaries and the remuneration of the Directors, Management Team and employees of the Portfolio Manager (including the allocation of the carried interest fees to be paid to the Portfolio Manager) will be determined within the framework set by the Management Engagement and Remuneration Committee.

The management fee will be reviewed from time to time by the Management Engagement and Remuneration Committee, with the intention of ensuring that the fee reflects the costs of operating the Portfolio Manager. The management fee may be adjusted upwards or downwards from time to

time to reflect these costs. However it is not expected that the management fee would be adjusted upwards except to compensate for any material decrease in Net Asset Value.

(ii) *AIFM, Company Secretary and Administrator*

Under the terms of the AIFM Agreement, the AIFM is entitled to a fee calculated as:

- on NAV up to £150 million: 0.225 per cent. per annum;
  - on that part of NAV in excess of £150 million and up to £500 million: 0.2 per cent. per annum; and
  - on that part or NAV in excess of £500 million: 0.175 per cent. per annum,
- calculated on the last working day of each month and payable monthly in arrears.

(iii) *Depository*

The Depository is entitled to receive from the Company an annual depository fee of £25,000 plus certain event-driven fees.

(iv) *Registrar*

The Registrar is entitled to receive from the Company an annual maintenance fee of £1.20 per Shareholder account per annum, subject to a minimum fee of £4,500 per annum (plus VAT if applicable). The Registrar is also entitled to certain activity fees.

(v) *Directors*

Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. Save for the Chairman of the Board, the initial fees will be £25,000 for each Director per annum plus an additional annual fee of £5,000 for the chairman of each of the audit committee and the management engagement and remuneration committee. The Chairman's initial fee will be £35,000 per annum.

The Directors are also entitled to out-of-pocket expenses incurred in the proper performance of their duties. The Board may determine that additional remuneration may be paid, from time to time, to any one or more Directors in the event such Director or Directors are requested by the Board to perform extra or special services on behalf of the Company.

(vi) *Investment expenses*

Investment expenses are incurred by the Company or, to a lesser extent, by the Portfolio Manager (directly or on behalf of the Company) in connection with the acquisition of investments. Such costs to be borne by the Company include legal and due diligence costs, stamp duties, taxes, commission, foreign exchange costs, bank charges, registration fees relating to investments, insurance and security costs and all other costs associated with the acquisition, holding and disposal of investments (including execution and research charges from brokers where applicable). The amount of expenses will depend on the particular investment opportunity and other factors. Consequently, no meaningful estimate can be made as to their extent. These expenses have not been included in the ongoing expenses estimate provided above.

(vii) *Other operational expenses*

Other ongoing operational expenses (excluding fees paid to service providers as detailed above) of the Company will be borne by the Company including travel, accommodation, printing, audit, finance costs and legal fees. All reasonable out of pocket expenses of the AIFM, the Registrar, the Depository and other service providers to the Company and the Directors relating to the Company will be borne by the Company.

## **5. Conflicts of interest**

The AIFM, the Portfolio Manager and their respective officers and employees may be involved in other financial, investment or professional activities that may give rise to conflicts of interest with the Company. In particular, the Portfolio Manager and the AIFM may provide investment management, investment advice or other services in relation to other companies, funds or accounts ("other clients") that may have similar investment objectives and/or policies to that of the Company and will receive fees for doing so.

As a result, the Portfolio Manager may have conflicts of interest in allocating investments amongst the Company and their other clients. The Portfolio Manager may give advice or take action with respect to their other clients that differs from the advice given or actions taken with respect to the Company. The Portfolio Manager will ensure that transactions effected by it or an associate in which it or an associate has, directly or indirectly, a material interest or relationship of any description with another party, are effected on terms which are not materially less favourable to the Company than if the potential conflict had not existed.

In instances where the Portfolio Manager chooses to aggregate the Company's investment with other investments from other clients as well as the Company, the Portfolio Manager will allocate investments fairly to all clients in accordance with applicable rules. Furthermore, neither the Portfolio Manager should aggregate an investment if it is likely to work to the disadvantage of any of its clients involved.

The Portfolio Manager will allocate investment opportunities to its clients in a consistent manner across all clients, irrespective of the form or structure of remuneration that the Portfolio Manager, as applicable, receives in return for its investment advisory and/or management services. Allocations will be made on the basis of the investment objectives of the Portfolio Manager's clients, as applicable, including the Company in each case, and will not be affected by factors such as the short-term impact on advisory fees that making a given investment may have. The Portfolio Manager has agreed that it shall not, without the prior written consent of the Board, establish, manage or advise any third party collective investment vehicle or account nor allocate co-investment or similar opportunities to such a third party.

Subject to the undertakings referred to in the previous paragraph, notwithstanding similar investment objectives an investment opportunity for the Company may be allocated across all, some, or only one of the Portfolio Manager's clients, dependent on the size of the investment opportunity and the relative opportunity for the Company or other clients. For example, an opportunity for a small investment may not present a meaningful position in a large account and, therefore, may only be allocated to smaller accounts, all other characteristics of the accounts being comparable.

The Directors have noted that the AIFM has, as at the date of this Registration Document, other clients and have satisfied themselves that the AIFM has procedures in place to address potential conflicts of interest.

The Directors have noted that the Portfolio Manager may have other clients and have satisfied themselves that the Portfolio Manager has procedures in place to address potential conflicts of interest and to ensure that the Management Team dedicate a sufficient proportion of their time to the affairs of the Company.

## **6. Corporate governance**

The Board of the Company has considered the principles and recommendations of the AIC Code by reference to the AIC Guide. The AIC Code, as explained by the AIC Guide, addresses all the principles set out in the UK Corporate Governance Code, as well as setting out additional principles and recommendations on issues that are of specific relevance to the Company as an investment company.

The Board considers that reporting against the principles and recommendations of the AIC Code, and by reference to the AIC Guide (which incorporates the UK Corporate Governance Code), will provide better information to Shareholders. As at the date of this Registration Document, the Company complies with the recommendations of the AIC Code and the relevant provisions of the UK Corporate Governance Code.

The UK Corporate Governance Code includes provisions relating to: the role of the chief executive; the appointment of a senior independent director; executive directors' remuneration; and the need for an internal audit function.

For the reasons set out in the AIC Guide, the Board considers these provisions are not relevant to the position of the Company, being an investment company with an entirely non-executive Board, and the Company does not therefore comply with them.

The Company's Audit Committee is chaired by Karen Brade and consists of all the Directors and meets at least twice a year. The Board considers that the members of the Audit Committee have the requisite skills and experience to fulfil the responsibilities of the Audit Committee. The Audit Committee examines the effectiveness of the Company's control systems. It reviews the half-yearly and annual reports and also receives information from the Portfolio Manager. It will also review the scope, results, cost effectiveness, independence and objectivity of the external auditor.

The Company has established a Management Engagement and Remuneration Committee which is chaired by David Haysey and consists of all the Directors. The Management Engagement and Remuneration Committee meets at least once a year or more often if required. Its principal duties are to consider the terms of appointment of the Portfolio Manager and other service providers and it annually reviews those appointments and the terms of engagement. It also determines and agrees with the Board the framework for the remuneration of the Directors and the Management Team and staff of the Portfolio Manager (including the allocation to the Management Team and staff of the Portfolio Manager of the carried interest fees to be paid to the Portfolio Manager), taking into account remuneration trends and all other factors which it deems necessary.

The Company has established a Valuations Committee which is chaired by David Haysey and consists of all the Directors. The Valuations Committee meets at least three times a year. Its principle duties are to consider detailed explanations of the rationale for the valuation of each investment. The key areas of focus in the review and challenge by the Valuations Committee are the overall methodology and underlying business performance/profitability of investee companies, multiples and discounts used where valuations derive from an earnings basis.

The Company has also established a Nominations Committee which is chaired by Neil England and consists of all the Directors. The Nominations Committee meets at least once a year. Its principle duties are to review the Board's structure and composition and if deemed appropriate to make recommendations for any changes or new appointments.

## **7. Directors' Share dealings**

The Board has agreed to adopt and implement a dealing code for directors and other persons discharging managerial responsibility which imposes restrictions on conducting transactions in the Company's shares beyond those imposed by law. Its purpose is to ensure that the Directors, persons discharging managerial responsibility and their closely associated persons do not abuse (and do not place themselves under suspicion of having abused) inside information they may have or be thought to have, in particular during periods leading up to the announcement of the Company's results.

## PART 4

### FINANCIAL AND OTHER INFORMATION

#### 1. Historical financial information incorporated by reference

The Company has published audited financial statements for the period from incorporation on 19 December 2017 to 31 March 2019 (the “**Annual Report**”). The Annual Report was prepared in accordance with IFRS and was audited by PricewaterhouseCoopers LLP, whose report was unqualified. PricewaterhouseCoopers LLP is a member of the Institute of Chartered Accountants in England and Wales.

The Annual Report, which has been incorporated into this document by reference and which is available online at <https://augmentum.vc/investors/results-and-analyst-coverage> and is also available for inspection at the address referred to in paragraph 11 of Part 5 of this Registration Document, included, on the pages specified in the table below, the following information.

Those parts of the Annual Report which are not being incorporated into this Registration Document by reference are either not relevant for investors or are covered elsewhere in this Registration Document.

<i>Nature of information</i>	<i>Annual Report (page no(s))</i>
Chairman's statement	2-3
Portfolio review	5
Directors' report	45-52
Independent auditor's report	37-42
Consolidated income statement	21
Consolidated and company statements of changes in equity	22
Consolidated and company balance sheets	23-24
Consolidated and Company cash flow statement	25-26
Notes to the financial statements	27-36

#### **Historical financial information on the Partnership**

The Company holds certain of its portfolio assets via the Partnership, a limited partnership registered in Jersey that is wholly owned by the Company. The Partnership commenced operations in 2010 and was acquired by the Company upon its IPO in March 2018.

Historical financial information of the Partnership for the financial years ended 31 December 2016 and 2017 was set out in full in the prospectus issued by the Company on 22 February 2018 in connection with the Company's IPO, which is available online at <https://augmentum.vc/wp-content/uploads/2018/06/Prospectus-1.pdf> and is also available for inspection at the address referred to in paragraph 11 of Part 5 of this Registration Document.

The historical financial information of the Partnership for the financial years ended 31 December 2016 and 2017, which has been incorporated into this document by reference, included, on the pages specified in the table below, the following information.

Those parts of the historical financial information of the Partnership which are not being incorporated into this Registration Document by reference are either not relevant for investors or are covered elsewhere in this Registration Document.

<i>Nature of information</i>	<i>Partnership annual reports to 31 December 2016 and 2017 (IPO prospectus page no(s))</i>
Statements of comprehensive income	125
Statements of changes in net assets attributable to partners	126-127
Statements of financial position	128
Statements of cash flows	129
Notes to the historical financial information	130-151

## 2. Selected financial information

Selected key audited figures which summarise the financial condition of the Company in respect of the period from incorporation on 19 December 2017 to 31 March 2019 are set out in the table below. This information has been extracted without material adjustment from the Annual Report of the Company.

	<i>As at 31 March 2019 (audited) (£'000)</i>
<b>Consolidated balance sheet</b>	
<b>Non-current assets</b>	
Investments held at fair value	77,600
Fixed assets	39
<b>Current assets</b>	
Cash and cash equivalents	25,592
Other receivables	56
<b>Total assets</b>	103,287
<b>Current liabilities</b>	
Other payables	(217)
<b>Total net assets</b>	103,070
Net assets per Ordinary Share (pence)	109.6
	<i>From 19 December 2017 to 31 March 2019 (audited) (£'000)</i>
<b>Consolidated statement of comprehensive income</b>	
Gains on investments	12,183
Interest income	222
AIFM and investment advisory fees	(1,116)
Other expenses	(1,260)
Operating profit before taxation	10,029
Profit for the period	10,029
Return per Ordinary Share (pence)	13.0

## 3. Operating and financial review

The Annual Report included, on the pages specified in the table below: descriptions of the Company's financial condition (in both capital and revenue terms); details of the Company's investment activity and portfolio exposure; and changes in its financial condition for the period covered by the historical financial information.

	<i>Annual Report (audited) (page no(s))</i>
<i>Nature of information</i>	
Chairman's Statement	2-3
Portfolio review	5
Key investments background	6-13
Portfolio Manager's Review	14-15

## 4 Significant change

In June 2019 the Company made follow-on investments in existing portfolio companies in an aggregate amount of £8.5 million.

Save as disclosed above, there has been no significant change in the financial or trading position of the Company since 31 March 2019, being the date to which the latest audited financial information of the Company has been prepared.



## PART 5

### ADDITIONAL INFORMATION

#### 1. The Company, the Portfolio Manager and the AIFM

- 1.1 The Company was incorporated in England and Wales as a public limited company on 19 December 2017. The Company is registered as an investment company under section 833 of the Act with registered number 11118262. The Company has received a certificate under section 761 of the Act entitling it to commence business and to exercise its borrowing powers.
- 1.2 The Company has no employees. The Portfolio Manager, a wholly-owned subsidiary of the Company, does have employees, including members of the Management Team.
- 1.3 The principal activity of the Company is to invest in a portfolio of investments in fintech companies in the UK and wider Europe, with a view to achieving the Company's investment objective. The Company has two corporate subsidiaries, both of which are wholly owned by the Company, are incorporated in England and Wales as private limited companies and have their registered offices at 5-23 Old Street, London EC1V 9HL, United Kingdom:
  - 1.3.1 the General Partner (Augmentum Fintech GP Limited), the principal activity of which is to act as the general partner of the Partnership; and
  - 1.3.2 the Portfolio Manager (Augmentum Fintech Management Limited), the principal activity of which is to act as the investment manager of the Company.
- 1.4 As at the date of this Registration Document, the directors of each of the General Partner and the Portfolio Manager are Tim Levene and Richard Matthews.
- 1.5 The Partnership is also a subsidiary undertaking of the Company. The Partnership is a limited partnership registered in Jersey on 6 January 2010 with registered number LP1219. The general partner of the Partnership is the General Partner. The principal activity of the Partnership is to act as an intermediate investment holding subsidiary of the Company, and the Partnership holds certain portfolio assets of the Company that were acquired as an initial portfolio upon the Company's IPO in March 2018.
- 1.6 The Company operates under the Act and is not regulated as a collective investment scheme by the FCA. Its registered office and principal place of business is at 25 Southampton Buildings, London WC2A 1AL, United Kingdom. The Company's telephone number is +44 (0)203 008 4910.
- 1.7 As a Company with its shares admitted to the premium segment of the Official List of the FCA and to trading on the premium segment of the London Stock Exchange's main market, the Company is subject to the Listing Rules, the Prospectus Rules, the Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and to the rules of the London Stock Exchange.
- 1.8 The Company intends at all times to conduct its affairs so as to enable it to qualify as an investment trust for the purposes of section 1158 of the Corporation Tax Act 2010 and the Investment Trust (Approved Company) (Tax) Regulations 2011. In summary, the conditions that must be met for approval by HMRC as an investment trust, and which must continue to be met for each accounting period in respect of which the Company is approved as an investment trust are that:
  - (i) the Company is not a close company at any time during the accounting period;
  - (ii) the Company is resident in the UK throughout that accounting period;
  - (iii) each class of the Company's ordinary share capital is admitted to trading on a regulated market throughout the accounting period; and
  - (iv) the Company must not retain in respect of the accounting period an amount greater than the higher of: (a) 15 per cent. of its income for the period; and (b) the amount of any income which the Company is required to retain in respect of the period by virtue of a restriction imposed by law. However, where the Company has relevant accumulated losses brought forward from

previous accounting periods of an amount equal to or greater than the higher of the amounts mentioned in (a) and (b) above, it may retain an amount equal to the amount of such losses.

- 1.9 The Portfolio Manager is a private company limited by shares incorporated in England and Wales with number 11194408 on 8 February 2018. The Portfolio Manager is authorised and regulated by the FCA. The address of the registered office of the Portfolio Manager is 5-23 Old Street, London EC1V 9HL, United Kingdom and its telephone number is +44 (0)20 7514 1998.
- 1.10 The AIFM is a limited liability partnership registered in England and Wales with number OC323835 on 8 November 2006. The AIFM is authorised and regulated by the FCA. The address of the registered office of the AIFM is Heathmans House, 19 Heathmans Road, London SW6 4TJ, United Kingdom and its principal place of business is 25 Southampton Buildings, London WC2A 1AL, United Kingdom. The AIFM's telephone number is +44 (0)203 008 4910.

## 2. Share capital

- 2.1 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 Registration Document, there have been the following changes in the issued share capital of the Company.
- 2.2 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.
- 2.3 On 13 March 2018, the Company completed an issue of 93,999,999 Ordinary Shares at £1.00 per share.
- 2.4 Set out below is the issued share capital of the Company as at the date of this Registration Document:

	<i>Nominal Value (£)</i>	<i>Number</i>
Ordinary Shares	£0.01	94,000,000

The Ordinary Shares are fully paid up.

- 2.5 The Company has convened the General Meeting of the Company to be held on 1 July 2019 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.
- 2.6 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, Admission.
- 2.7 The provisions of section 561 of the Act (which, to the extent not disapplied 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 disapplied by a resolution of Shareholders.
- 2.8 Save as disclosed in this paragraph 2, 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.

- 2.9 The Ordinary Shares expected to be issued on 4 July 2019 in the case of the Initial Issue and the Ordinary Shares and/or C Shares which may be issued in the period from 5 July 2019 to 12 June 2020 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.
- 2.10 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.

### **3. Articles of Association**

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

#### **3.1 Objects**

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

#### **3.2 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.

#### **3.3 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.

#### **3.4 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).

#### **3.5 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.

### 3.6 ***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.

### 3.7 ***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.

### 3.8 ***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.

### 3.9 ***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).

### 3.10 ***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.

### 3.11 ***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.

### 3.12 **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.

### 3.13 **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.

### 3.14 **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.

### 3.15 **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.

### 3.16 **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.

### 3.17 **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.

### 3.18 **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 3.18 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 3.18(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 3.18(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 3.18(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.
- (7) 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.
- (8) 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 3.18(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 3.18(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.

#### **4. Interests of Directors, major shareholders and related party transactions**

- 4.1 No Director has a service contract with the Company, nor are any such contracts proposed, each Director having been appointed pursuant to a letter of appointment entered into with the Company. The Directors' appointments can be terminated in accordance with the Articles and without compensation. The Directors are subject to retirement by rotation in accordance with the Articles.

There is no notice period specified in the letters of appointment or Articles for the removal of Directors. The Articles provide that the office of Director shall be terminated by, among other things: (i) written resignation; (ii) unauthorised absences from board meetings for six consecutive months or more; or (iii) written request of all of the other Directors.

The Portfolio Manager has entered into service agreements with each of Tim Levene and Richard Matthews, the directors of the Portfolio Manager.

- 4.2 Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. Save for the Chairman of the Board, the current fees are £25,000 for each Director per annum plus an additional annual fee of £5,000 for the chairman of each of the audit committee and the management engagement and remuneration committee. The Chairman's fee is currently £35,000 per annum.

There are no amounts set aside or accrued by the Company to provide pension, retirement or similar benefits.

- 4.3 The Company has not made any loans to the Directors which are outstanding, nor has it ever provided any guarantees for the benefit of any Director or the Directors collectively.

- 4.4 Over the five years preceding the date of this Registration Document, the Directors hold or have held the following directorships (apart from their directorships of the Company) or memberships of the following administrative, management or supervisory bodies and/or partnerships:

<i>Name</i>	<i>Current</i>	<i>Previous</i>
Neil England	Blackrock Emerging Europe plc London & Southern Limited	Angel Springs Holdings Limited ITE Group plc Luchford APM Limited Prolog Limited Promotional Logistics Limited Promotional Logistics Retail Limited Regent on the River Limited Silverstone Heritage Limited Silverstone Holdings Limited Silverstone Racing Limited The Pallet Network Group Limited The Pallet Network Limited TPN Group Holdings Limited** TPN Group Limited**
Karen Brade	Aberdeen Japan Investment Trust plc Crown Place Venture Capital plc Keystone Investment Trust plc	CP2 VCT plc* CP1 VCT plc*
David Haysey	Debate Mate Schools Ltd Marylebone Partners LLP	None

\* Dissolved or in voluntary liquidation.

\*\* In voluntary liquidation as part of a registered company simplification process.

- 4.5 The Directors in the five years before the date of this Registration Document:

- (i) do not have any convictions in relation to fraudulent offences;
- (ii) have not been associated with any bankruptcies, receiverships or liquidations of any partnership or company through acting in the capacity as a member of the administrative, management or supervisory body or as a partner, founder or senior manager of such partnership or company; and
- (iii) do not have any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) and have not been disqualified by a court from acting as a member of the administration, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer.

- 4.6 Save as set out in this paragraph 4.6, no Director has any interests (beneficial or non-beneficial) in the share capital of the Company as at the Latest Practicable Date:

<i>Name</i>	<i>Number of Ordinary Shares</i>	<i>Percentage of issued Ordinary Share capital</i>
Neil England	20,000	0.02%
Karen Brade	18,842	0.02%
David Haysey	70,805	0.07%



The Directors may participate in the Share Issuance Programme. It is currently anticipated that Neil England will subscribe for a further 25,000 Ordinary Shares, Karen Brade will subscribe for a further 20,000 Ordinary Shares and David Haysey will subscribe for a further 15,000 Ordinary Shares in the Initial Issue.

- 4.7 So far as is known to the Company, and which is notifiable under the Disclosure Guidance and Transparency Rules, as at the Latest Practicable Date, the following persons held, directly or indirectly, three per cent. or more of the issued Shares or the Company's voting rights:

<i>Name</i>	<i>Number of Ordinary Shares held</i>	<i>% of voting rights</i>
RIT Capital Partners	12,831,925	13.65
Canaccord Genuity Wealth Management	10,468,495	11.14
South Yorkshire Pensions Authority	6,000,000	6.38
Mr D Carter & Mrs A Carter	4,000,000	4.26
Close Brothers Asset Management	3,817,000	4.06
IPS Capital	3,733,439	3.97
Wellian Investment Solutions	3,300,000	3.51
EFG Harris Allday	3,083,668	3.28
Smith & Williamson Wealth Management	3,071,597	3.27
SVM Asset Management	2,920,000	3.11

- 4.8 All Shareholders have the same voting rights in respect of shares of the same class in the share capital of the Company.
- 4.9 As at the Latest Practicable Date, the Company and the Directors are not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.
- 4.10 The Company and the Directors are not aware of any arrangements, the operation of which may at a subsequent date result in a change in control of the Company.
- 4.11 Save as disclosed in note 18 on page 33 of the Annual Report, which is incorporated by reference into this Registration Document, there have been no related party transactions entered into by the Company at any time during the period covered by the historical financial information incorporated by reference into this Registration Document.
- 4.12 None of the Directors has any conflict of interest or potential conflicts of interest between any duties to the Company and his or her private interests and any other duties. The Portfolio Manager, the AIFM or any of their respective directors, officers, employees, agents and affiliates and the Directors and any person or company with whom they are affiliated or by whom they are employed (each an **"Interested Party"**) may be involved in other financial, investment or other professional activities which may cause conflicts of interest with the Company. In particular, Interested Parties may provide services similar to those provided to the Company to other entities and shall not be liable to account for any profit from any such services. For example, an Interested Party may acquire on behalf of a client an investment in which the Company may invest.

## 5. Investment restrictions

The Company will at all times invest and manage its assets with the objective of spreading risk and in accordance with its published investment policy as set out in Part 1 of this Registration Document.

In order to comply with the Listing Rules, the Company will not invest more than 10 per cent. of its Gross Assets in other listed closed-ended investment funds, except that this restriction shall not apply to investments in listed closed-ended investment funds which themselves have stated investment policies to invest no more than 15 per cent. of their gross assets in other listed closed-ended investment funds.

In the event of a breach of the investment policy set out in Part 1 of this Registration Document and the investment restrictions set out therein, the AIFM and the Portfolio Manager shall inform the Board and the



Depository upon becoming aware of the same and if the Board considers the breach to be material, notification will be made to a Regulatory Information Service.

The Company must not conduct any trading activity which is significant in the context of its group as a whole.

## **6. Material contracts**

Save as described below, the Company has not: (i) entered into any material contracts (other than contracts in the ordinary course of business) within the two years immediately preceding the date of this Registration Document; or (ii) entered into any contracts that contain provisions under which the Company has any obligation or entitlement that is material to the Company as at the date of this Registration Document.

### **6.1 Share Issuance Agreement**

A Share Issuance Agreement dated 14 June 2019 between the Company, the Portfolio Manager, the Directors, Fidante Capital and Peel Hunt whereby each of Fidante Capital and Peel Hunt has undertaken, as agent for the Company, to use their respective reasonable endeavours to procure subscribers under the Initial Placing and Subsequent Placings for Shares. In the event of oversubscription of the Initial Issue, applications under the Initial Placing, Offer for Subscription and/or the Intermediaries Offer will be scaled back at the Company's discretion (in consultation with Fidante Capital, Peel Hunt and the Portfolio Manager).

The Share Issuance Agreement is subject to, *inter alia*, the Ordinary Shares to be issued pursuant to the Initial Issue being admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market by 4 July 2019 (or such later date as the Company, Fidante Capital and Peel Hunt may agree but no later than 8.00 a.m. on 1 August 2019). Conditional upon completion of the Initial Issue, Fidante Capital and Peel Hunt are entitled to be paid a corporate finance fee and a commission by the Company in consideration for their services in relation to the Initial Issue.

Each of Fidante Capital and Peel Hunt is also entitled to be paid a commission by the Company in respect of any Shares issued pursuant to any Subsequent Placings.

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

Under the Share Issuance Agreement, which may be terminated by Fidante Capital and/or Peel Hunt in certain circumstances prior to Admission and by the Company in certain circumstances after Admission of the Shares to be issued pursuant to the Initial Issue, the Company and the Portfolio Manager have given certain warranties and indemnities to Fidante Capital and Peel Hunt and the Directors and the AIFM have given certain warranties to Fidante Capital and Peel Hunt. These warranties and indemnities are customary for an agreement of this nature.

The Share Issuance Agreement is governed by the laws of England and Wales.

### **6.2 Portfolio Management Agreement**

A Portfolio Management Agreement dated 22 February 2018 between the Company, the AIFM and the Portfolio Manager, pursuant to which the Portfolio Manager is appointed to act as portfolio manager of the Company with responsibility for portfolio management of the Company's investments.

Under the terms of the Portfolio Management Agreement, the Portfolio Manager is entitled to a management fee and may be entitled to a carried interest fee, details of which are set out in Part 3 of this Registration Document under the sub-heading "*Ongoing annual expenses*". The Portfolio

Manager is also entitled to reimbursement of all reasonable costs and expenses incurred by it in the performance of its duties.

The Portfolio Manager has agreed that it shall not, without the prior written consent of the Board, establish, manage or advise any third party collective investment vehicle or account nor allocate co-investment or similar opportunities to such a third party.

The Portfolio Management Agreement is terminable by either the Portfolio Manager or the AIFM giving to the other not less than 12 months' written notice, such notice not to expire earlier than the third anniversary of the Company's IPO in March 2018. The Portfolio Management Agreement may be terminated by the AIFM with immediate effect if both Tim Levene and Richard Matthews cease to be officers or employees of the Portfolio Manager, the Company or any associate of either and within three months of their departure they are not replaced by a person or persons whom each of the AIFM and the Company considers, in its absolute discretion (but acting reasonably), to be of equal or satisfactory standing. The Portfolio Management Agreement may also be terminated with immediate effect on the occurrence of certain events, including insolvency or in the event of a material breach which fails to be remedied within 30 days of receipt of notice. The AIFM will not terminate the Portfolio Management Agreement without the consent in writing of the Company.

The Company has given an indemnity in favour of the Portfolio Manager in respect of the Portfolio Manager's potential losses in carrying on its responsibilities under the Portfolio Management Agreement. The indemnity is customary for an agreement of this nature.

The Portfolio Management Agreement is governed by the laws of England and Wales.

### 6.3 **AIFM Agreement**

The AIFM Agreement between the Company and the AIFM dated 22 February 2018, pursuant to which the AIFM has agreed to act as the Company's alternative investment fund manager for the purposes of the AIFM Rules and to provide certain company secretarial, administrative and marketing services to the Company.

Under the agreement, the AIFM shall provide all of the usual and necessary services of a manager of an investment trust including such management, risk management, portfolio management, accounting, administrative, consultancy, advisory, company secretarial and general management services as are necessary for this purpose and to enable, so far as the AIFM is able, the Company to comply with the requirements of the Act and any other applicable legislation and regulations (including the Listing Rules, Prospectus Rules and the Disclosure Guidance and Transparency Rules and MAR) and otherwise as may be agreed between the AIFM and the Company from time to time. This will include general fund administration services (including calculation of the NAV), bookkeeping and accounts preparation.

Under the terms of the AIFM Agreement, the AIFM is entitled to a fee, details of which are set out in Part 3 of this Registration Document under the sub-heading "*Ongoing annual expenses*". The AIFM will also be entitled to reimbursement of all out of pocket costs and expenses reasonably and properly incurred by it in providing its services under the agreement.

The AIFM Agreement is terminable by either the Company or the AIFM giving to the other not less than 12 months' written notice. The AIFM Agreement may be summarily terminated by the Company by notice in writing if: (a) following termination of the Investment Advisory Agreement or the Portfolio Management Agreement, as applicable, the Company and the AIFM are unable to agree within three calendar months of such termination alternative arrangements for the provision of day to day portfolio management or investment advisory services with respect to the Company and the timetable for implementing such alternative arrangements; or (b) following the suspension of the performance by the Portfolio Manager of its functions in accordance with the Investment Advisory Agreement or Portfolio Management Agreement, as applicable, if the Company and the AIFM are unable to agree within three calendar months of the commencement of such suspension whether the Investment Advisory Agreement or Portfolio Management Agreement, as applicable, should be terminated or, if so, how day to day portfolio management or investment advisory services will be provided with respect to the Company following such termination and the timetable for implementing such

alternative arrangements. The AIFM Agreement may also be terminated with immediate effect on the occurrence of certain events, including insolvency or in the event of a material breach which fails to be remedied within 30 days of receipt of notice, or if the AIFM is required to do so by the FCA or any other governmental or regulatory body.

The Company has agreed to indemnify the AIFM against all claims by third parties which may be made against the AIFM in connection with its services under the agreement, except to the extent that the claim is due to the negligence, wilful default or fraud of the AIFM or any of its employees or any such person or any person to whom the AIFM may have delegated any of its obligations and/or functions under the agreement, or any employee of any such person.

The AIFM Agreement is governed by the laws of England and Wales.

#### 6.4 **Depositary Agreement**

The Depositary Agreement dated 22 February 2018, between the Company, the AIFM and the Depositary, pursuant to which the Depositary is appointed as the Company's depositary.

Under the terms of the Depositary Agreement, the Depositary is entitled to be paid an annual depositary fee of £25,000 plus certain event-driven fees. The Depositary Agreement provides for the Depositary to be indemnified by the Company from any and all losses, claims, demands, actions, proceedings, damages and other payments, reasonably incurred costs and expenses or other liabilities of any kind, including the costs and liabilities of any legal action or mediation or any threatened, anticipated or pending legal action or mediation, provided that all such losses arise out of or in connection with the Depositary's proper performance of its obligations under the Depositary Agreement and all such losses are not directly related to the loss of an asset or to the gross negligence, wilful default or fraud of the Depositary.

In accordance with the terms of the Depositary Agreement, and subject to the provisions of the AIFMD, the Depositary may delegate its safe-keeping functions in relation to financial instruments and other assets of the Company. The liability of the Depositary shall in principle not be affected by any delegation of its custody function and the Depositary shall be liable to the Company or its investors for the loss of securities by the Depositary or a third party to whom the custody of securities has been delegated. The Depositary may discharge its responsibility in case of a loss of a security: (i) in the event that the loss is not the result of any act or omission of the Depositary or the delegate; (ii) the Depositary could not have reasonably prevented the occurrence of the event that led to the loss despite adopting precautions incumbent on a diligent depositary as reflected in common industry practice; (iii) the Depositary could not have prevented the loss in spite of undertaking rigorous and comprehensive due diligence; or (iv) where it has contractually discharged its responsibility in compliance with the AIFMD. Otherwise than in respect of a loss of a financial instrument held in custody, the Depositary shall only be liable for damages suffered by the Company as a direct result of the Depositary's gross negligence or fraud.

Except insofar as required under the AIFMD, indirect and/or consequential damages are excluded. The Depositary shall be entitled to refuse to perform any duty or obligation in the Depositary Agreement or to follow any instruction issued by the Company or the AIFM that in the Depositary's reasonable opinion is improper, unauthorised, that conflicts with applicable law or the Company's Articles or that are not given by those identified to the Depositary as having authority to sign proper instructions. The Depositary Agreement is terminable by the Company or the Depositary giving to the other party not less than six months' written notice. In addition, either party may terminate the agreement on immediate notice in the event that the other party (i) has materially broken or is in material breach of any terms of the Depositary Agreement and has not remedied such breach within 30 days of receiving a notice requiring it to do the same; (ii) has gone into liquidation, or (iii) has ceased to be authorised by the FCA for its activities under the agreement or has otherwise committed a material breach of applicable law.

The Depositary Agreement is governed by the laws of England and Wales.

## 6.5 **Registrar Agreement**

The Registrar Agreement between the Company and the Registrar dated 22 February 2018, pursuant to which the Registrar has been appointed as registrar to the Company.

The Registrar Agreement is for an initial period of three years from the date of Admission and thereafter shall automatically renew for successive periods of 12 months unless or until terminated by either party on at least six months' written notice, such notice to expire at the end of the initial period or any successive 12 month period. In addition, either party may terminate the Registrar Agreement:

- (i) by service of three months' written notice should the parties not reach an agreement regarding any increase of the fees payable under the Registrar Agreement; or
- (ii) upon service of written notice if the other party commits a material breach of its obligations under the Registrar Agreement (including any payment default) which that party has failed to remedy within 45 days of receipt of a written notice to do so from the first party; or
- (iii) upon service of written notice if a resolution is passed or an order made for the winding-up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole of or a substantial part of the other party or its assets or undertakings.

The Registrar shall be entitled to receive an annual maintenance fee of £1.20 per Shareholder account per annum, subject to a minimum fee of £4,500 per annum (plus VAT if applicable). The Registrar is also entitled to certain activity fees. The Registrar shall also be entitled to reimbursement of all reasonable out of pocket expenses incurred in connection with the provision of services under the Registrar Agreement.

The Registrar Agreement limits the Registrar's liability thereunder (and/or that of its affiliates and their respective directors, officers, employees and agents) to the lesser of £500,000 or an amount equal to five times the annual fee payable to the Registrar pursuant to the Registrar Agreement. The Company has agreed to indemnify, defend and hold harmless the Registrar, its affiliates and their respective directors, officers, employees and agents from and against all losses, damages, liabilities, professional fees (including but not limited to legal fees), court costs and expenses resulting or arising from the Company's breach of the agreement and, in addition, any third-party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with the agreement, except to the extent such losses are determined to have resulted solely from fraud, wilful default or negligence on the Registrar's part.

The Registrar Agreement is governed by the laws of England and Wales.

## 6.6 **Receiving Agent Agreement**

The Receiving Agent Agreement between the Company and the Receiving Agent dated 24 May 2019, pursuant to which the Receiving Agent has agreed to provide receiving agent duties and services to the Company in respect of the Initial Issue.

Under the terms of the Receiving Agent Agreement, the Receiving Agent is entitled to customary professional advisory, processing and other activity fees. The Receiving Agent will also be entitled to reimbursement of all reasonable out of pocket expenses incurred by it in connection with its duties. These fees will be for the account of the Company.

The Receiving Agent Agreement limits the Receiving Agent's liability thereunder to the lesser of £250,000 or an amount equal to five times the annual fee payable to the Receiving Agent pursuant to the Receiving Agent Agreement. The Receiving Agent Agreement contains a provision whereby the Company indemnifies the Receiving Agent and its affiliates, and their directors, officers, employees and agents against any and all losses, damages, liabilities, professional fees, court costs and reasonably incurred expenses resulting or arising from the Company's breach of the agreement and, in addition, any third-party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with the agreement or the services provided thereunder, except to the extent such losses are determined to have resulted solely from fraud, wilful default or negligence on the Receiving Agent's part. The indemnity is customary for an agreement of this nature.

The Receiving Agent Agreement is governed by the laws of England and Wales.

#### 6.7 **Placing Agreement**

Pursuant to the placing agreement dated 22 February 2018 between, *inter alia*, the Company, Fidante Capital, Dickson Minto W.S., the AIFM and Augmentum Capital LLP, Fidante Capital, subject to certain conditions, agreed to use its reasonable endeavours to procure subscribers for Shares pursuant to the Company's IPO in March 2018.

The Company appointed Fidante Capital as financial adviser and bookrunner to the Company in connection with the IPO. The Company appointed Fidante Capital and Dickson Minto W.S. as joint sponsors to the Company in connection with the IPO.

The Company and Augmentum Capital LLP gave certain warranties to Fidante Capital and Dickson Minto W.S. The Company and Augmentum Capital LLP also gave indemnities to Fidante Capital and Dickson Minto W.S. The warranties and indemnities given by the Company and Augmentum Capital LLP were standard for an agreement of this nature.

The agreement is governed by the laws of England and Wales.

#### 6.8 **Receiving agent agreement**

The receiving agent agreement between the Company and the Receiving Agent dated 5 February 2018, pursuant to which the Receiving Agent agreed to provide receiving agent duties and services to the Company in respect of the Company's IPO in March 2018.

The agreement limits the Receiving Agent's liability thereunder (and/or that of its affiliates and their respective directors, officers, employees and agents) to the lesser of £250,000 or an amount equal to five times the annual fee payable to the Receiving Agent pursuant to the receiving agent agreement. The Company has agreed to indemnify, defend and hold harmless the Receiving Agent, its affiliates and their respective directors, officers, employees and agents from and against all losses, damages, liabilities, professional fees (including but not limited to legal fees), court costs and expenses resulting or arising from the Company's breach of the agreement and, in addition, any third-party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with the agreement, except to the extent such losses are determined to have resulted solely from fraud, wilful default or negligence on the Receiving Agent's part.

The agreement is governed by the laws of England and Wales.

#### 6.9 **Sale and purchase agreements relating to the Partnership**

The sale and purchase agreements each dated 13 February 2018 between the Company and each of RIT Capital Partners plc, Tim Levene, Richard Matthews and Augmentum Capital (GP) Limited, pursuant to which the Company acquired all of the partnership interests of the Partnership upon the Company's IPO in March 2018.

By those agreements (i) the Company acquired all of the limited partnership interests in the Partnership and (ii) the General Partner (a wholly owned subsidiary of the Company) acquired the general partnership interest in the Partnership. The aggregate consideration for the acquisition of such interests was approximately £32.3 million, which was satisfied partly in cash and partly by the issue of the Ordinary Shares as part of the Company's IPO.

Each of the former limited partners and the former general partner of the Partnership gave certain warranties customary for a transaction of that type.

The agreements are each governed by the laws of England and Wales.

## **7. Litigation**

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware) which may have or have had a significant effect on the Company's financial position or profitability during the 12 months preceding the date of this document.

## **8. General**

- 8.1 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.
- 8.2 The Portfolio Manager has given and not withdrawn its written consent to the inclusion in this Registration Document of references to its name in the form and context in which they appear.
- 8.3 The Portfolio Manager accepts responsibility for and has authorised the inclusion (in the form and context in which it is included) of the information attributed to it in this Registration Document, including without limitation the information contained in paragraphs 6 to 9 (inclusive) of Part 1, Part 2 and the paragraph entitled "The Portfolio Manager" in Part 3 of this Registration Document, and declares that, having taken all reasonable care to ensure that such is the case, the information attributed to it in this Registration Document is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.
- 8.4 The AIFM has given and not withdrawn its written consent to the inclusion in this Registration Document of references to its name in the form and context in which they appear.
- 8.5 Fidante Capital is acting as joint sponsor and joint bookrunner to the Share Issuance Programme and has given and not withdrawn its written consent to the inclusion in this Registration Document of references to its name in the form and context in which they appear.
- 8.6 Peel Hunt is acting as joint sponsor, 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 Registration Document of references to its name in the form and context in which they appear.
- 8.7 The effect of the Initial Issue will be to increase the net assets of the Company. On the assumption that the gross proceeds of the Initial Issue are £30 million, the Initial Issue is expected to increase the net assets of the Company by approximately £29.03 million.

## **9. Auditors**

The auditors to the Company are PricewaterhouseCoopers LLP whose registered office is at 1 Embankment Place, London WC2N 6RH, United Kingdom. PricewaterhouseCoopers LLP is registered to carry on audit work by The Institute of Chartered Accountants in England and Wales.

## **10. Depositary**

IQ EQ Depositary Company (UK) Limited (formerly known as Augentius Depositary Company Limited), whose registered office is located at 2 London Bridge, London SE1 9RA, United Kingdom, acts as the Company's depositary and safeguards all of the assets of the Company. The Depositary is a private company limited by shares, registered in England and Wales with number 5830789 and was incorporated on 30 May 2006. The Depositary's telephone number is +44 (0)20 8959 07452. The Depositary maintains its registered office and place of central administration in the United Kingdom. The Depositary is authorised and regulated in the UK by the FCA. The principal business of the Depositary is the provision of custodial, banking and related financial services.



## **11. Documents on display**

The following documents will be available for inspection during usual business hours on any day (Saturdays, Sundays and public holidays excepted) at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH, United Kingdom until 13 June 2020:

- 11.1 this Registration Document;
- 11.2 the Summary;
- 11.3 the Securities Note;
- 11.4 the Company's memorandum of association and the Articles;
- 11.5 the Annual Report; and
- 11.6 the IPO prospectus issued by the Company on 22 February 2018.

Dated 14 June 2019



## PART 6

### 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>Advisory Panel</b>	the advisory panel to the Management Team, details of which are set out at paragraph 2.4 of Part 3 of this Registration Document
<b>AIC Code</b>	the Association of Investment Companies' Code of Corporate Governance, as amended from time to time
<b>AIC Guide</b>	the Association of Investment Companies' Corporate Governance Guide for Investment Companies, as amended from time to time
<b>AIFM</b>	alternative investment fund manager, being, at the date of this Registration Document, Frostrow Capital LLP
<b>AIFM Agreement</b>	the AIFM agreement dated 22 February 2018, between the Company and the AIFM, summarised in paragraph 6.3 of Part 5 of this Registration Document
<b>AIFM Directive</b> or <b>AIFMD</b>	Directive 2011/61/EU on Alternative Investment Fund Managers
<b>AIFM Rules</b>	the AIFMD and all applicable rules and regulations implementing the AIFM Directive in the UK
<b>Annual Report</b>	the published audited financial statements of the Company for the period from incorporation on 19 December 2017 to 31 March 2019
<b>Articles</b>	the articles of association of the Company as at the date of this Registration Document or, in the context of the Share Issuance Programme (other than the Initial Issue), as at the date of the relevant issue under the Share Issuance Programme
<b>Auditors</b>	PricewaterhouseCoopers LLP or such other auditor as the Company may appoint from time to time
<b>Audit Committee</b>	the audit committee of the Board
<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 Tax 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 3.18 of Part 5 of this Registration Document (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>Company Secretary</b>	Frostrow Capital LLP
<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>Depository Agreement</b>	the depository agreement dated 22 February 2018, between the Company, the AIFM and the Depository, summarised in paragraph 6.4 of Part 5 of this Registration Document
<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>EEA</b>	European Economic Area
<b>ERISA</b>	the United States Employee Retirement Income Security Act of 1974, as amended
<b>Euroclear</b>	Euroclear UK & Ireland Limited
<b>FATCA</b>	the United States Foreign Account Tax Compliance Act
<b>FCA</b>	the UK Financial Conduct Authority
<b>Fidante Capital</b>	Fidante Partners Europe Limited (trading as Fidante Capital), the Company's joint sponsor, joint broker and joint bookrunner
<b>fintech</b>	has the meaning given to it in the investment objective of the Company set out in paragraph 2 of Part 1 of this Registration Document
<b>FSMA</b>	the UK Financial Services and Markets Act 2000, as amended
<b>Future Registration Document</b>	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 Ordinary Shares (other than pursuant

	to the Initial Issue or a Subsequent Placing) made pursuant to this Registration Document 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 Ordinary Shares (other than pursuant to the Initial Issue or a Subsequent Placing) made pursuant to this Registration Document and subject to separate approval by the FCA
<b>General Partner</b>	Augmentum Fintech GP Limited, a wholly-owned subsidiary of the Company
<b>Gross Assets</b>	the gross assets of the Company as determined in accordance with the accounting principles adopted by the Company from time to time
<b>Group</b>	the Company and its subsidiaries from time to time, including the Portfolio Manager, the General Partner and the Partnership
<b>HMRC</b>	HM Revenue & Customs
<b>IFRS</b>	International Financial Reporting Standards
<b>Initial Issue</b>	the Initial Placing, the Offer for Subscription and the Intermediaries Offer
<b>Initial Placing</b>	the conditional placing of Ordinary Shares by Fidante Capital and Peel Hunt at the Issue Price pursuant to the Share Issuance Agreement as described in Part 1 of the Securities Note
<b>Intermediaries</b>	the entities listed in paragraph 8 of Part 6 of the Securities Note, together with any other intermediary (if any) that is appointed by the Company in connection with the Intermediaries Offer after the date of the Securities Note and “ <b>Intermediary</b> ” shall mean any one of them
<b>Intermediaries Offer</b>	the offer of Ordinary Shares by the Intermediaries to retail investors
<b>Intermediaries Offer Adviser</b>	Peel Hunt LLP
<b>IPO</b>	the first admission of the Company’s Ordinary Shares to: (i) the premium segment of the Official List; and (ii) trading on the London Stock Exchange’s main market, which became effective on 13 March 2018
<b>Issue Price</b>	the price at which Ordinary Shares are being issued pursuant to the Initial Issue, being 112 pence per Ordinary Share, calculated as being the NAV per Ordinary Share as at 31 March 2019 (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 2.2 per cent. as a contribution towards the costs and expenses of the Initial Issue
<b>Latest Practicable Date</b>	close of business on 12 June 2019, being the latest practicable date prior to the publication of the Prospectus to ascertain certain information contained therein
<b>Listing Rules</b>	the listing rules made by the FCA under section 73A of FSMA
<b>London Stock Exchange</b>	London Stock Exchange plc

<b>Management Team</b>	the investment management team of the Portfolio Manager from time to time (such individuals are currently as detailed in the section headed “Management Team” in Part 3 of this Registration Document)
<b>Market Abuse Regulation</b>	regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse
<b>Member State</b>	any member state of the EEA
<b>NAV or Net Asset Value</b>	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
<b>NAV per Ordinary Share or Net Asset Value per Ordinary Share</b>	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)
<b>NURS</b>	non-UCITS retail schemes
<b>Offer for Subscription</b>	the offer for subscription for Ordinary Shares at the Issue Price as more fully described in the Securities Note
<b>Official List</b>	the official list maintained by the FCA
<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>Partnership</b>	Augmentum I LP, a limited partnership registered in Jersey and a wholly-owned subsidiary of the Company
<b>Peel Hunt</b>	Peel Hunt LLP, the Company’s joint sponsor, joint broker, joint bookrunner and intermediaries offer adviser
<b>Portfolio Manager</b>	Augmentum Fintech Management Limited, a wholly-owned subsidiary of the Company
<b>Portfolio Management Agreement</b>	the portfolio management agreement dated 22 February 2018, between the Company, the AIFM and the Portfolio Manager, summarised in paragraph 6.2 of Part 5 of this registration Document
<b>Prospectus Rules</b>	the rules and regulations made by the FCA under Part VI of FSMA
<b>Receiving Agent</b>	Link Asset Services, a trading name of Link Market Services Limited
<b>Receiving Agent Agreement</b>	the agreement dated 24 May 2019 between the Company and the Receiving Agent, summarised in paragraph 6.6 of Part 5 of this Registration Document
<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 Registration Document)
<b>Register</b>	the register of members of the Company
<b>Registrar</b>	Link Market Services Limited

<b>Registrar Agreement</b>	the agreement dated 22 February 2018 between the Company and the Registrar for the provision of share registration services, summarised in paragraph 6.5 of Part 5 of this Registration Document
<b>Regulation S</b>	Regulation S under the US Securities Act
<b>Regulatory Information Service</b> or <b>RIS</b>	a service authorised by the FCA to release regulatory announcements to the London Stock Exchange
<b>SEC</b>	the United States Securities and Exchange Commission
<b>Securities Note</b>	the securities note dated 14 June 2019 issued by the Company in respect of the Shares made available pursuant to this Registration Document and approved by the FCA
<b>Share Issuance Agreement</b>	the share issuance agreement dated 14 June 2019, between the Company, the Directors, the Portfolio Manager, Fidante Capital and Peel Hunt, summarised in paragraph 6.1 of Part 5 of this Registration Document
<b>Share Issuance Programme</b>	the Initial Issue and the proposed programme of Subsequent Issues of Ordinary Shares on the terms set out in the Securities Note (and any Future Securities Note)
<b>Share Issuance Programme Price</b>	the applicable price at which new Ordinary Shares will be issued to prospective investors under the Share Issuance Programme (other than the Initial Issue), as described in the 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</b> or <b>p</b>	the lawful currency of the UK
<b>Subsequent Admission</b>	Admission of any Shares issued pursuant to the Share Issuance Programme (other than 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 (other than the Initial Issue)
<b>Subsequent Placing</b>	any placing of Shares pursuant to the Share Issuance Programme (other than the Initial Placing) described in the Securities Note
<b>Summary</b>	the summary dated 14 June 2019 issued by the Company pursuant to this Registration Document and the Securities Note and approved by the FCA
<b>Takeover Code</b>	The City Code on Takeovers and Mergers
<b>UCITS</b>	undertakings for collective investment in transferable securities, within the meaning of Directive 2009/65/EC of the European Parliament and Council of 13 July 2009
<b>UK</b>	the United Kingdom of Great Britain and Northern Ireland

<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>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



## GLOSSARY OF KEY TERMS

<b>Accelerator</b>	also known as seed accelerators, accelerators are fixed-term, cohort-based programmes, that include mentorship and educational components and culminate in a public pitch event or demo day. Unlike business incubators, the application process for start-up accelerators is open to anyone, but is highly competitive
<b>Angel</b>	an individual who provides capital to a start-up company. This person is usually independently wealthy and invests his/her own money in the company
<b>Disruptive business</b>	a specialised business changing the traditional way that an industry operates, especially in a new and effective way
<b>EIS</b>	the Enterprise Investment Scheme, under which individual investors can obtain 30 per cent. income tax relief on up to £1,000,000 in a tax year invested in shares of qualifying companies and a capital gains tax exemption in respect of those shares. The investment must be held for a minimum period of three years
<b>GP/LP</b>	general partner/limited partner, used to describe a type of investment fund that is structured as a limited partnership
<b>Incubator</b>	a business incubator is a company that helps new and start-up companies to develop by providing services such as management training or office space
<b>Secondary (sale)</b>	the sale by a venture capital investor of a stake in a portfolio company or its entire portfolio to an outside party in a private transaction
<b>Seed fund</b>	a venture capital fund that invests in start-ups at the seed stage
<b>Seed stage</b>	the first round of institutional financing following funding from founders, friends and family as well as angel investors, to develop new product or service
<b>SEIS</b>	the Seed Enterprise Investment Scheme, under which individual investors can obtain 50 per cent. income tax relief on up to £100,000 in a tax year invested in shares of qualifying companies and a capital gains tax exemption in respect of those shares. The investment must be held for a minimum period of three years
<b>Series A</b>	the first significant financing round in which one or more venture capitalists becomes involved in a fast-growing company that was previously financed by founders and/or angel investors
<b>Series B</b>	the financing round following the Series A round in which additional funds are provided to the company. Subsequent rounds are called C, D and so on
<b>Specialist angel</b>	an angel investor who specialises in the types of start-ups based on his previous experience, knowledge of the sector or an industry and personal network, for example fintech
<b>Specialist PR</b>	a public relations firm that specialises in a particular industry, sector or type of clients it serves

**Team scaling**

increasing the number of employees of a start-up for a successful growth

**Value/Down rounds**

a financing round in which the valuation of the company is lower than in previous rounds

**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 relating to Augmentum Fintech plc (the "**Company**") (the "**Prospectus**") prepared in accordance with the Prospectus Rules of the Financial Conduct Authority ("**FCA**") made pursuant to section 73A of FSMA. The Prospectus has been approved by the FCA and has been filed with the FCA in accordance with Rule 3.2 of the Prospectus Rules.

This Securities Note has been issued in connection with the issue of up to 150 million Shares in aggregate throughout the period from 4 July 2019 to 12 June 2020 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 Admission will become effective and that dealings for normal settlement in the Ordinary Shares issued pursuant to the Initial Issue will commence on 4 July 2019. 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 5 July 2019 and 12 June 2020. 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 14 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 (who have taken all reasonable care to ensure that such is the case), the information contained in the Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

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# 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

#### including

#### **an Initial Placing, Offer for Subscription and Intermediaries Offer of Ordinary Shares at 112 pence per Ordinary Share**

*Joint Sponsor and Joint Bookrunner*

**Fidante Capital**

*Joint Sponsor, Joint Bookrunner and  
Intermediaries Offer Adviser*

**Peel Hunt LLP**

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**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 Fidante Partners Europe Limited (trading as Fidante Capital) ("**Fidante Capital**") and Peel Hunt LLP ("**Peel Hunt**") 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, the Share Issuance Programme and any Admission and the other arrangements referred to in the Prospectus.

Apart from the responsibilities and liabilities, if any, which may be imposed on Fidante Capital or Peel Hunt 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, neither Fidante Capital nor Peel Hunt makes any representation, express or implied, in relation to, nor accepts any responsibility whatsoever for, the

contents of the Prospectus or for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares, the Initial Issue, the Share Issuance Programme or any Admission. Fidante Capital and Peel Hunt (together with their respective affiliates) accordingly, to the fullest extent permissible by law, disclaim all and any responsibility or liability (save for any statutory liability) whether arising in tort, contract or otherwise 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, Fidante Capital or Peel Hunt or any of their respective affiliates, officers, directors, employees or agents. Without prejudice to the Company's obligations under the Prospectus Rules, the Listing Rules, the 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, 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, Fidante Capital or Peel Hunt. 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 other than the United Kingdom, 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 other than the United Kingdom, 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 other than the United Kingdom, 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 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) will be available on the Company's website and the National Storage Mechanism of the FCA at [www.morningstar.co.uk/uk/nsm](http://www.morningstar.co.uk/uk/nsm).

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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 Ordinary 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.**

### ***General risks affecting the Shares***

The value of an investment in the Company, and the returns derived from it, if any, may go down as well as up and an investor may not get back the amount invested.

The market price of the Shares, like shares in all 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. 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 NAV.

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

Admission of the Shares should not be taken as implying that there is or will be a liquid market for the Shares. The market price of the Shares may not reflect their underlying Net Asset Value.

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. 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. 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, 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 further Shares on a non-pre-emptive basis, the proportions of the voting rights held by Shareholders will be diluted on the issue of such shares as each Share carries the right to one vote.

### ***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 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). 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, Fidante Capital, Peel Hunt or any of their respective affiliates, officers, directors, members, employees or agents. Without prejudice to the Company's obligations under the Prospectus Rules, the Listing Rules, the 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 Fidante Capital or Peel Hunt 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, neither Fidante Capital nor Peel Hunt makes any representation, express or implied, nor accepts any responsibility whatsoever for, the contents of the Prospectus nor for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares, the Share Issuance Programme or any Admission. Fidante Capital and Peel Hunt (together with their respective affiliates) accordingly, to the fullest extent permitted by law, disclaim all and any liability (save for any statutory 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, Fidante Capital, Peel Hunt 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 Fidante Capital, Peel Hunt and any of their respective affiliates acting as an investor for its or their own account(s). Neither Fidante Capital, Peel Hunt 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, Fidante Capital or Peel Hunt may enter into financing arrangements with investors, such as share swap arrangements or lending arrangements in connection with which Fidante Capital or Peel Hunt 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 6 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 United Kingdom, 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 United Kingdom, the Channel Islands and the Isle of Man on the following terms: (i) in respect of the Intermediaries who have been appointed prior to the date of this Securities Note, as listed in paragraph 8 of Part 6 of this Securities Note; and (ii) in respect of Intermediaries who are appointed after the date of this Securities Note, a list of which appears 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 1 July 2019, 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 14 June 2019 and closes on 1 July 2019, 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 in the United Kingdom to whom it may delegate certain administrative functions in relation to the Company) in compliance with (a) the relevant data protection legislation and regulatory requirements of the United Kingdom ("**Data Protection Legislation**"); and (b) the Company's privacy notice, a copy of which is available for review on the Company's website [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 following purposes:

- 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 EEA 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 (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 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 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 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 State may constitute a violation of US law.

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

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "**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 Prospectus Directive, except that offers of Shares to the public may be made at any time under the following exemptions under the Prospectus Directive, if they are implemented in that Relevant Member State:

- (a) to any legal entity which is a “qualified investor” as defined in the Prospectus Directive;
- (b) to fewer than 100, or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive (as defined hereafter), 150 natural or legal persons (other than “qualified investors” as defined in the Prospectus Directive) in such Relevant Member State; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Shares shall result in a requirement for the publication of a prospectus pursuant to Article 3 of the Prospectus Directive or any measure implementing the Prospectus Directive in a Relevant Member State and each person who initially acquires any Shares or 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(1)(e) of the Prospectus Directive.

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, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (and the amendments thereto, including Directive 2010/73/EU (the “**2010 PD Amending Directive**”)), to the extent implemented in the Relevant Member State and includes any relevant implementing measure in each Relevant Member State.

Each Member State of the EEA has adopted legislation implementing the AIFMD into national law. Under the AIFMD, marketing to any investor domiciled or with a registered office in the EEA will be restricted by such laws and no such marketing shall take place except as permitted by such laws. Outside of the UK, the AIFM has applied to the FCA for a marketing passport in respect of Denmark, the Republic of Ireland, the Netherlands and Sweden. No action has been taken in the EEA outside of these jurisdictions and the Company will only be marketed within the EEA to the extent it is lawful to do so.

Notwithstanding that the AIFM may be able to market Shares to professional investors in a Member State, the Shares may not be marketed to retail investors (as this term is defined in the AIFMD as transposed in the relevant Member State) in that Member State unless the Shares have been qualified for marketing to retail investors in that Member State in accordance with applicable local laws. The Shares may not be offered, sold or delivered and neither the Prospectus nor any other offering materials relating to the Shares may be distributed or made available to retail investors in Member States other than the UK.

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

Shares in the Company may only be offered or sold 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 (the “**POI Law**”); or (ii) to persons licensed under the POI Law or persons licensed under 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.

#### **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 an Isle of Man financial services licenceholder licensed under section 7 of the Financial Services Act 2008 in order to do so; or
- (ii) in accordance with any relevant exclusion contained within the Regulated Activities Order 2011 (as amended) or exemption contained in the 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 intends to conduct 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 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 intends to conduct 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 The Markets in Financial Instruments Directive II ("**MiFID II**"). The Directors consider that the requirements of Article 57 of the MiFID II delegated regulation of 25 April 2016 will be 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) EU Directive 2014/65/EU on markets in financial instruments, as amended ("**Directive 2014/65/EU**"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing Directive 2014/65/EU; and (c) local implementing measures (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 the Shares to be issued pursuant to the Share Issuance Programme 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 Directive 2014/65/EU; and (ii) eligible for distribution through all distribution channels as are permitted by Directive 2014/65/EU (the "**Target Market Assessment**").

Notwithstanding the Target Market Assessment, distributors 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 Initial Issue or any Subsequent Issue. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Fidante Capital and Peel Hunt 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 Directive 2014/65/EU; 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 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.

The AIFM is the manufacturer of the Shares for the purposes of the PRIIPs Regulation and neither of Fidante Capital or Peel Hunt is a manufacturer for these purposes. Neither of Fidante Capital or Peel Hunt 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 PRIIPs Regulation, to undertake any review processes in relation thereto or to provide such key information document to future distributors of Shares. Each of Fidante Capital and Peel Hunt 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.

### **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 MAR.

Nothing in the preceding two paragraphs should be taken as limiting the working capital statement in paragraph 5 of Part 6 of this Securities Note.

## EXPECTED TIMETABLE

**2019**

### **Initial Issue**

Initial Issue opens	14 June
General Meeting	9.00 a.m. on 1 July
Latest time and date for receipt of completed Application Forms in respect of the Offer for Subscription	11.00 a.m. on 1 July
Latest time and date for receipt of completed applications from the Intermediaries in respect of the Intermediaries Offer	3.00 p.m. on 1 July
Latest time and date for commitments under the Initial Placing	4.00 p.m. on 1 July
Publication of results of the Initial Issue	2 July
Admission and dealings in Ordinary Shares issued pursuant to the Initial Issue commence	8.00 a.m. on 4 July
CREST accounts credited with uncertificated Ordinary Shares	4 July
Where applicable, definitive share certificates despatched by post in the week commencing*	15 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 5 July 2019 and 12 June 2020
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\* £29.03 million

Issue Price\*\* 112 pence per Ordinary Share

\* Assuming that the gross proceeds of the Initial Issue are £30 million and that accordingly 26,785,714 new Ordinary Shares are issued pursuant to the Initial Issue. The Directors have reserved the right, following consultation with the Joint Bookrunners, to increase the size of the Initial Issue to a maximum of 44,642,857 Ordinary Shares, equating to gross proceeds of approximately £50 million, if overall demand exceeds £30 million, with any such increase being announced through a Regulatory Information Service.

\*\* The Issue Price is calculated as being the NAV per Ordinary Share as at 31 March 2019 (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 2.2 per cent. as a contribution towards 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

Ordinary Share ISIN GB00BG12XV81

Ordinary Share SEDOL BG12XV8

Ordinary Share Ticker AUGM

C Share ISIN GB00BK5XW633

C Share SEDOL BK5XW63

C Share Ticker AUGC

## 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 and Joint Bookrunner</b>	Fidante Capital 1 Tudor Street London EC4Y 0AH United Kingdom
<b>Joint Sponsor, Joint Bookrunner and Intermediaries Offer Adviser</b>	Peel Hunt LLP Moor House 120 London Wall London EC2Y 5ET United Kingdom
<b>Depository</b>	IQ EQ Depository Company (UK) Limited 2 London Bridge London SE1 9RA United Kingdom
<b>Legal Adviser to the Company</b>	Stephenson Harwood LLP 1 Finsbury Circus London EC2M 7SH United Kingdom
<b>Legal Adviser to the Joint Sponsors</b>	Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
<b>Reporting Accountant</b>	BDO LLP 55 Baker Street London W1U 7EU United Kingdom
<b>Auditors</b>	PricewaterhouseCoopers LLP 7 More London Riverside London SE1 2RT United Kingdom

**Registrar**

Link Asset Services  
The Registry  
34 Beckenham Road  
Beckenham  
Kent BR3 4TU  
United Kingdom

**Receiving Agent**

Link Asset Services  
Corporate Actions  
The Registry  
34 Beckenham Road  
Beckenham  
Kent BR3 4TU  
United Kingdom

## **PART 1**

### **THE INITIAL ISSUE**

#### **1. Introduction**

The Company is proposing to issue new Ordinary Shares through the Initial Placing, the Offer for Subscription and the Intermediaries Offer for target gross proceeds of approximately £30 million. The Directors have reserved the right, in consultation with the Joint Bookrunners, to increase the size of the Initial Issue to a maximum gross proceeds of approximately £50 million if overall demand exceeds £30 million. In this Securities Note, the Initial Placing, 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 1 July 2019 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.

The Initial Issue is not being underwritten.

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 112 pence per Ordinary Share, which is calculated as being the NAV per Ordinary Share as at 31 March 2019 (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 2.2 per cent. as a contribution towards 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 the gross proceeds of the Initial Issue are £30 million and that accordingly 26,785,714 Ordinary Shares are issued pursuant to the Initial Issue, at an Issue Price of 112 pence per new Ordinary Share (being the Company's most recently published NAV per Ordinary Share plus a premium of approximately 2.2 per cent.), the costs and expenses of the Initial Issue would be approximately £0.97 million, of which approximately £0.33 million would exceed the aggregate premium at which the Ordinary Shares are issued and so be borne by the Company. Accordingly the net proceeds of the Initial Issue would be approximately £29.03 million.

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 Fidante Capital and Peel Hunt 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 Fidante Capital and Peel Hunt are set out in Part 3 of this Securities Note. The Initial Placing will close at 4.00 p.m. on 1 July 2019 (or such later date, not being later than 1 August 2019, as the Company, Fidante Capital and Peel Hunt 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 Fidante Capital, Peel Hunt, 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 Directors.

### **3. The Offer for Subscription**

The Directors are also proposing to offer new Ordinary Shares under the Offer for Subscription, subject to the terms and conditions of the Offer for Subscription set out in Part 4 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 1 July 2019. 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 Asset Services, Corporate Actions, 34 Beckenham Road, Beckenham, Kent BR3 4TU so as to be received by no later than 11.00 a.m. on 1 July 2019. 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 1 July 2019 and a certified copy of the proof of source of funds should be sent to Link Asset Services 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 Asset Services’ participant account RA06 to settle by no later than 11.00 a.m. on 1 July 2019, 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 the section below in this Part 1 headed “CREST”.

### **4. 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 Peel Hunt, Fidante Capital 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 Peel Hunt 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 or the Intermediaries Offer Adviser. 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) 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.

## **5. 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 1 July 2019;
- (ii) the Share Issuance Agreement becoming unconditional in respect of the Initial Issue (save as to Admission) and not having been terminated in accordance with its terms prior to Admission; and
- (iii) Admission occurring by 8.00 a.m. on 4 July 2019 (or such later date, not being later than 1 August 2019, as the Company, Fidante Capital and Peel Hunt 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.

There will be no priority given to applications under the Initial Placing, applications under the Offer for Subscription or applications under the Intermediaries Offer pursuant to the Initial Issue.

## **6. Scaling back**

In the event that commitments under the Initial Issue exceed the maximum number of Ordinary Shares available, applications under the Initial Issue will be scaled back at the Company's discretion (in consultation with Fidante Capital, Peel Hunt and the Portfolio Manager).

## **7. Dilution**

If the gross proceeds of the Initial Issue are £30 million and accordingly 26,785,714 Ordinary Shares are issued pursuant to the Initial Issue, there would be a dilution of approximately 22.2 per cent. in Shareholders' ownership and voting interests in the Company.

## **8. The Share Issuance Agreement**

The Share Issuance Agreement contains provisions entitling Fidante Capital and Peel Hunt to terminate the Initial Issue (and the arrangements associated with it) at any time prior to 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 Fidante Capital and Peel Hunt to receive customary fees and commissions. Any Ordinary Shares subscribed for by Fidante Capital or Peel Hunt may be retained or dealt in by it for its own benefit.

Under the Share Issuance Agreement, Fidante Capital and Peel Hunt 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. Fidante Capital and Peel Hunt 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.

## **9. 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.

## **10. 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 Admission will become effective and dealings will commence on 4 July 2019.

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.

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 15 July 2019. 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.

## **11. 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 Admission may take place within the CREST system if any Shareholder so wishes.

## **12. 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.

## **13. Material interests**

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

## **14. 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.

## **15. 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 re-sale of any of the Shares in the United State 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 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) without first offering those Shares to existing Shareholders.

The Share Issuance Programme has been implemented to enable the Company to raise additional capital in the period from 5 July 2019 to 12 June 2020. 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. 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 5 July 2019 until 8.00 a.m. on 12 June 2020. 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 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. Any Future Summary, Future Securities Note or Future Registration Document 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 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 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 Ordinary 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 expenses of such issue. 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 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**

If the maximum of 150 million Shares are issued pursuant to the Share Issuance Programme (including in the Initial Issue), there would be an overall dilution of approximately 61.5 per cent. in Shareholders' ownership and voting interests in the Company immediately after the Share Issuance Programme.

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

Fidante Capital and Peel Hunt are entitled to terminate the Share Issuance Agreement at any time prior to 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 will be returned to applicants without interest within 14 days at the applicant's risk.

The Share Issuance Agreement provides for Fidante Capital and Peel Hunt to be paid a commission by the Company in respect of any Shares issued pursuant to any Subsequent Placings. Any Shares subscribed for by Fidante Capital or Peel Hunt may be retained or dealt in by it for its own benefit.

Under the Share Issuance Agreement, Fidante Capital and Peel Hunt 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 a Subsequent Issue. Fidante Capital and Peel Hunt are also entitled under the Share Issuance Agreement to retain agents and may pay commission in respect of 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 Fidante Capital, Peel Hunt and the Portfolio Manager).

### **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. In the event that 100 million Shares are issued pursuant to a Subsequent Placing, the costs and expenses of that Subsequent Placing are not expected to exceed 2 per cent. of the proceeds of the Subsequent Placing. 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.

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 Ordinary Shares under the CREST system. Settlement of transactions in the Ordinary 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 re-sale of any of the Shares in the United State 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 Fidante Capital and/or Peel Hunt and/or Pershing Securities Limited ("**PSL**") (acting as the settlement agent of Fidante Capital in connection with the Initial Placing and any Subsequent Placing) to subscribe for 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 The Company and/or Fidante Capital and/or Peel Hunt and/or PSL 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.
- 1.3 The commitment to acquire Shares under the Initial Placing and/or a Subsequent Placing may be agreed orally with Fidante Capital and/or Peel Hunt and/or PSL 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, 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 1 July 2019;
  - 2.1.2 the Share Issuance Agreement becoming unconditional in respect of the relevant placing (save for any condition relating to 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 4 July 2019 (or such later time and/or date as the Company, Fidante Capital and Peel Hunt may agree and, in any event, no later than 8.00 a.m. on 1 August 2019) 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, Fidante Capital and Peel Hunt prior to the closing of each Subsequent Placing, not being later than 12 June 2020;
  - 2.1.4 in the case 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 being published by the Company if such is required by the Prospectus 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 Fidante Capital and/or Peel Hunt and/or PSL. 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 Fidante Capital and/or Peel Hunt and/or PSL,

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 for the Shares allocated to it in accordance with paragraph 3.1 of these terms and conditions and Fidante Capital and/or Peel Hunt and/or PSL elects to accept that placee's application, Fidante Capital and/or Peel Hunt and/or PSL may sell all or any of the Shares allocated to the placee on such placee's behalf and retain from the proceeds, for Fidante Capital's and/or Peel Hunt's and/or PSL'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, Fidante Capital, Peel Hunt and PSL that:

- 4.1 in agreeing to subscribe for Shares under the Initial Placing and/or 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, Fidante Capital, Peel Hunt, PSL 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 Shares under the Initial Placing and/or 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 territory and that it has not taken any action or omitted to take any action which will result in the Company, the Portfolio Manager, Fidante Capital, Peel Hunt, PSL 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 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 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 Fidante Capital, Peel Hunt or PSL or any person affiliated with Fidante Capital, Peel Hunt or PSL in connection with any investigation of the accuracy of any information contained in the Prospectus;
- 4.5 the content of the Prospectus is exclusively the responsibility of the Company and its Directors and none of Fidante Capital, Peel Hunt or PSL 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 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 otherwise;
- 4.6 it acknowledges that no person is authorised in connection with the Initial Placing and/or a Subsequent Placing to give any information or make any representation other than as contained in the Prospectus and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the Portfolio Manager, Fidante Capital, Peel Hunt or PSL;

- 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 (depository 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 is entitled to subscribe for the Shares under the laws of all relevant jurisdictions and it has fully observed the laws of all relevant jurisdictions, 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 it 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 or 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 (other than the United Kingdom): (a) it is a qualified investor within the meaning of the law in the relevant Member State implementing Article 2(1)(e)(i), (ii) or (iii) of the Prospectus Directive 2003/71/EC; and (b) if that relevant Member State has implemented the AIFMD, that it is a person to whom the Ordinary 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 3(2) of the Prospectus Directive: (a) the Shares acquired by it in the Initial Placing and/or a 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 the United Kingdom) other than qualified investors, as that term is defined in the Prospectus Directive 2010/73/EU, or in circumstances in which the prior consent of Fidante Capital and/or Peel Hunt and/or PSL 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 Prospectus Directive 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 Shares pursuant to the Initial Placing and/or 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 Shares under the Initial Placing and/or 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 neither Fidante Capital nor Peel Hunt nor PSL 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 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 Fidante Capital or Peel Hunt or PSL and that neither Fidante Capital nor Peel Hunt nor PSL 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 either Fidante Capital or Peel Hunt or PSL 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 in any country or jurisdiction where action for that purpose is required;
- 4.21 it acknowledges that none of Fidante Capital, Peel Hunt or PSL nor any of their respective affiliates nor any person acting on Fidante Capital, Peel Hunt or PSL's behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Initial Placing or any Subsequent Placing or providing any advice in relation to the Initial Placing or any Subsequent Placing and participation in the Initial Placing or any relevant Subsequent Placing is on the basis that it is not and will not be a client of Fidante Capital or Peel Hunt or PSL and that neither of them has any duties or responsibilities to it for providing protection afforded to its respective clients or for providing advice in relation to the Initial Placing or any Subsequent Placing (as applicable);
- 4.22 it acknowledges that, save in the event of fraud on the part of Fidante Capital or Peel Hunt or PSL, as the case may be, none of Fidante Capital, Peel Hunt or PSL, 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 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;
- 4.23 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 Fidante Capital and/or Peel Hunt and/or PSL. It agrees that the provisions of this paragraph shall survive any resale of the Shares by or on behalf of any such account;
- 4.24 if it is acting as a "distributor" (for the purposes of the MiFID II Product Governance Requirements):
  - 4.24.1 it acknowledges that the Target Market Assessment undertaken by the Portfolio Manager, Fidante Capital and Peel Hunt does not constitute: (a) an assessment of suitability or appropriateness for the purposes of 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;



- 4.24.2 notwithstanding any Target Market Assessment undertaken by the Portfolio Manager, Fidante Capital and Peel Hunt, 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;
- 4.24.3 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
- 4.24.4 it agrees that if so required by Fidante Capital, Peel Hunt 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;
- 4.25 it irrevocably appoints any director of the Company and any director of Fidante Capital, Peel Hunt or PSL 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;
- 4.26 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 Official List and to trading on the premium segment of the London Stock Exchange's main market for any reason whatsoever then none of Fidante Capital, Peel Hunt, PSL 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;
- 4.27 in connection with its participation in the Initial Placing and/or a Subsequent Placing it has observed all relevant legislation and regulations and in particular it has complied with all applicable provisions of the Criminal Justice Act 1993 and of MAR with respect to anything done by it in relation to the Initial Placing and/or any Subsequent Placing and/or the Shares;
- 4.28 it acknowledges that Fidante Capital, Peel Hunt, PSL 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;
- 4.29 the representations, undertakings and warranties contained in the Prospectus are irrevocable. It acknowledges that Fidante Capital, Peel Hunt, PSL 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 Fidante Capital, Peel Hunt, PSL and the Company;
- 4.30 where it or any person acting on behalf of it is dealing with Fidante Capital, Peel Hunt or PSL, any money held in an account with Fidante Capital, Peel Hunt or PSL 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 Fidante Capital, Peel Hunt or PSL to segregate such money, as that money will be held by Fidante Capital, Peel Hunt or PSL under a banking relationship and not as trustee;
- 4.31 any of its clients, whether or not identified to Fidante Capital, Peel Hunt or PSL, will remain its sole responsibility and will not become clients of Fidante Capital, Peel Hunt or PSL for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;
- 4.32 it accepts that the allocation of Shares shall be determined by the Company in its absolute discretion (in consultation with Fidante Capital, Peel Hunt and the Portfolio Manager) and that the Company may scale down any commitments for this purpose on such basis as it may determine;
- 4.33 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;

- 4.34 its commitment to acquire Shares may be agreed orally with Fidante Capital, Peel Hunt or PSL as agent for the Company and that a Contract Note or Placing Confirmation will be issued by Fidante Capital, Peel Hunt or PSL 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 Fidante Capital, Peel Hunt or PSL to subscribe for the number of Shares allocated to it at the Issue Price or the Share Issuance Programme Price on the terms and conditions set out in this Part 3 and, as applicable, in the Contract Note or Placing Confirmation. Except with the consent of Fidante Capital, Peel Hunt or PSL, such oral commitment will not be capable of variation or revocation after the time at which it is made;
- 4.35 its allocation of Shares under the Initial Placing and any Subsequent Placing will 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 Fidante Capital, Peel Hunt or PSL 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;
- 4.36 it 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, Fidante Capital, Peel Hunt, PSL 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, Fidante Capital, Peel Hunt and/or PSL.

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 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 Fidante Capital's, Peel Hunt's or PSL's discretion; and
- 5.2 acknowledges and agrees that, due to anti-money laundering and the countering of terrorist financing requirements, Fidante Capital and/or Peel Hunt and/or PSL 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, Fidante Capital and/or Peel Hunt and/or PSL and/or the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will indemnify Fidante Capital, Peel Hunt, PSL 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 General Data Protection Regulation 2016/679 (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 reasonable period 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:

- 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 EEA, 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 EEA.
- 6.3 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 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 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 6).
- 6.4 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**”).
- 6.5 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:
- 6.5.1 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;
  - 6.5.2 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; and
  - 6.5.3 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 placee to comply with the provisions of this paragraph 6.5.

## **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, Fidante Capital, Peel Hunt and PSL 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 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 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;
  - 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, Fidante Capital, Peel Hunt, PSL 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 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 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, Fidante Capital, Peel Hunt and PSL 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, Fidante Capital, Peel Hunt and PSL 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.

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

If Fidante Capital, Peel Hunt, PSL, the Registrar or the Company or any of their agents request any information about a placee's agreement to subscribe for Shares under the Initial Placing and/or 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, Fidante Capital, Peel Hunt, PSL 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 Shares, which the placee has agreed to subscribe for pursuant to the Initial Placing and/or a Subsequent Placing, have been acquired by the placee. The contract to subscribe for Shares under the Initial Placing and/or 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, Fidante Capital, Peel Hunt, PSL 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 Shares under the Initial Placing and/or 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 Fidante Capital, Peel Hunt, PSL 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 OF 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 In addition to completing and returning the Application Form to the Receiving Agent, new investors who intend to hold Ordinary Shares in certificated form 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 Securities Note and further copies of this form and the relevant form for joint holdings or Corporate Entity holdings can be requested from Link Asset Services 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.

It is a condition of application that (where applicable) a completed version of that form is provided with the Offer for Subscription Application Form before any application can be accepted.

#### **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, Fidante Capital and Peel Hunt 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, Fidante Capital or Peel Hunt 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 **"Link Market Services Limited Re: Augmentum Fintech OFS 2019 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 Fidante Capital, Peel Hunt 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 Asset Services.
- 3.4 All payments must be in Sterling and cheques or banker's drafts should be payable to **"Link Market Services Limited Re: Augmentum Fintech OFS 2019 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 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 1 July 2019 to the CHAPS bank account details of Link Asset Services, 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.

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 1 July 2019. 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 Asset Services 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 1 July 2019 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 1 July 2019;
  - (b) Admission occurring by 8.00 a.m. on 4 July 2019 (or such later time or date as the Company, Fidante Capital and Peel Hunt and may agree (not being later than 8.00 a.m. on 1 August 2019)); 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 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. 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 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 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 (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 shall have any liability for any such other information or representation;
- 6.4 agree that, having had the opportunity to read the Prospectus, 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, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Fidante Capital, Peel Hunt, 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 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;
- 6.9 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;
- 6.10 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;

- 6.11 irrevocably authorise the Company, Fidante Capital, Peel Hunt 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 Fidante Capital and /or Peel Hunt and/or the Receiving Agent to execute any documents required therefor and to enter your name on the Register;
- 6.12 agree to provide the Company with any information which it, Fidante Capital, Peel Hunt 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;
- 6.13 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, Fidante Capital, Peel Hunt, 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;
- 6.14 agree that Fidante Capital, Peel Hunt 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;
- 6.15 warrant that the information contained in the Application Form is true and accurate;
- 6.16 agree that if you request that Ordinary Shares are issued to you on a date other than 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; and
- 6.17 acknowledge that the key information document prepared by the AIFM pursuant to the 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 [www.augmentumfintech.com](http://www.augmentumfintech.com), 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.

## **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.

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 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 3 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 UK's 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 investors**

If you receive a copy of the Prospectus or an Application Form in any territory other than the UK 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 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 Canada, Japan, Australia, the Republic of South Africa or under the US Securities Act or with any securities regulatory authority of any state or other political subdivision of the United States, Canada, Japan, Australia or the Republic of South Africa. Accordingly, unless an exemption under such act or laws is applicable, the Shares may not be offered, sold or delivered, directly or indirectly, within Canada, Japan, Australia, the Republic of South Africa or the United States (as the case may be). 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

United States, not a US Person or a resident of the United States, Canada, Japan, Australia, the Republic of South Africa or a corporation, partnership or other entity organised under the laws of the United States or Canada (or any political subdivision of either), Japan, the Republic of South Africa or Australia and that you are not subscribing for such Shares for the account of any person in the United States, any US Person or any resident of the United States, Canada, Japan, the Republic of South Africa or Australia and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Shares in or into the United States, Canada, Japan, the Republic of South Africa or Australia or to any US Person or resident in Canada, Japan, the Republic of South Africa or Australia. 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 the United States, Canada, Japan, the Republic of South Africa or Australia.

## **9. Data protection**

- 9.1 Each applicant acknowledges that it has been informed that, pursuant to the General Data Protection Regulation 2016/679 (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 reasonable period 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 Ordinary 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 Ordinary 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 EEA, 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 Ordinary 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 EEA.
- 9.3 By becoming registered as a holder of Ordinary 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 [www.augmentumfintech.com](http://www.augmentumfintech.com) (“**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 Ordinary Shares;
- 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; and
- 9.5.3 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 Registrar in connection with any failure by the placee to comply with the provisions of this paragraph 9.5.

## **10. Miscellaneous**

- 10.1 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.
- 10.2 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.
- 10.3 The Company reserves the right to extend the closing time and/or date of the Offer for Subscription from 11.00 a.m. on 1 July 2019. In that event, the new closing time and/or date will be notified through a Regulatory Information Service.
- 10.4 The Company may terminate the Offer for Subscription in its absolute discretion at any time prior to 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.
- 10.5 You agree that Fidante Capital, Peel Hunt and the Receiving Agent are acting for the Company in connection with the Initial Issue and no-one else and that none of Fidante Capital, Peel Hunt 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.
- 10.6 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.
- 10.7 If you have any queries please contact Link Asset Services 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 5

### UK TAXATION

The following statements are based upon current UK tax law and what is understood to be the current practice of HMRC, both of which are subject to change, possibly with retrospective effect. The statements are intended only as a general guide and may not apply to certain Shareholders, such as dealers in securities, insurance companies, collective investment schemes or Shareholders who have (or are deemed to have) acquired their Shares by virtue of an office or employment, who may be subject to special rules. They apply only to Shareholders resident for UK tax purposes in the UK (except in so far as express reference is made to the treatment of non-UK residents) and, in the case of individuals, domiciled in the UK and to whom “split year” treatment does not apply, who hold Shares as an investment rather than trading stock and who are the absolute beneficial owners of those Shares.

**All potential investors, and in particular those who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the UK, should consult their own professional advisers on the potential tax consequences of subscribing for, purchasing, holding or disposing of Shares under the laws of their country and/or state of citizenship, domicile or residence.**

#### **The Company**

It is the intention of the Directors 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 granted or 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 – individuals***

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

Each individual who is resident in the UK for tax purposes is entitled to an annual tax free dividend allowance of £2,000 (tax year 2019/2020).

Dividends received in excess of this threshold will be taxed, for the tax year 2019/2020 at:

- 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***

The following statements in this section summarise the expected UK tax treatment for Shareholders within the charge to UK corporation tax who receive dividends in respect of their Ordinary Shares.

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 Ordinary 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 Ordinary 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 Ordinary



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***

A disposal of Shares by a Shareholder who is resident in the UK for tax purposes 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.

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 2019/2020) is £12,000.

Shareholders within the charge to UK corporation tax may be subject to UK corporation tax on any chargeable gains made on disposal or deemed disposal of the Shares. No indexation allowance will be available to individual or corporate Shareholders.

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

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.

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

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

Shares acquired pursuant to the Offer for Subscription or Intermediaries Offer or in the secondary market (but not Shares acquired directly under the Initial Placing or any Subsequent Placing) should be qualifying investments for inclusion 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 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. The UK has also introduced legislation implementing other international exchange of information arrangements, including the Common Reporting Standard developed by the Organisation for Economic Co-operation and Development and the EU Directive on Administrative Cooperation in Tax Matters. In connection with such international 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 tax authorities in other jurisdictions in accordance with the relevant international agreements.

## PART 6

### 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 £1.00 per share.
- 1.4 Set out below is the issued share capital of the Company as at the date of this Securities Note:

	<i>Nominal Value (£)</i>	<i>Number</i>
Ordinary Shares	£0.01	94,000,000

The Ordinary Shares are fully paid up.

- 1.5 The Company has convened the General Meeting of the Company to be held on 1 July 2019 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.
- 1.6 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, Admission.
- 1.7 The provisions of section 561 of the Act (which, to the extent not disapplied 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 disapplied by a resolution of Shareholders.
- 1.8 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.
- 1.9 The Ordinary Shares expected to be issued on 4 July 2019 in the case of the Initial Issue and the Ordinary Shares and/or C Shares which may be issued in the period from 5 July 2019 to 12 June 2020 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.
- 1.10 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 to 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.
- (7) 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.
- (8) 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:

<i>Name</i>	<i>Number of Ordinary Shares</i>	<i>Percentage of issued Ordinary Share capital</i>
Neil England	20,000	0.02%
Karen Brade	18,842	0.02%
David Haysey	70,805	0.07%

The Directors may participate in the Share Issuance Programme. It is currently anticipated that Neil England will subscribe for a further 25,000 Ordinary Shares, Karen Brade will subscribe for a further 20,000 Ordinary Shares and David Haysey will subscribe for a further 15,000 Ordinary Shares in 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 2019.

The figures for capitalisation and liquidity have been extracted without material adjustment from the audited consolidated financial statements for the period ended 31 March 2019, incorporated by reference in Part 4 of the Registration Document.

(£'000)	As at 31 March 2019 (audited)
<b>Capitalisation:</b>	
– Share capital	940
– Other reserves	92,101
<b>Total capitalisation</b>	<u>93,041</u>

Capitalisation does not include retained profit. Other reserves comprise the special reserve.

As at 31 March 2019, the Company had no guaranteed, secured, unguaranteed or unsecured debt and no indirect or contingent indebtedness.

The following table shows the consolidated Group net financial liquidity as at 31 March 2019.

(£'000)	As at 31 March 2019 (audited)
Cash	25,592
<b>Liquidity</b>	<u>25,592</u>
Current financial receivable	56
<b>Net current financial liquidity</b>	<u>25,648</u>
<b>Net financial liquidity</b>	<u>25,648</u>

## 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 Fidante Capital is acting as joint sponsor and 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.
- 7.5 Peel Hunt is acting as joint sponsor, 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.

## **8. Intermediaries**

The Intermediaries authorised at the date of this Securities Note to use the Prospectus are:

- AJ Bell Securities Limited
- Equiniti Financial Services Limited
- iDealing.com Limited
- Interactive Investor Services Limited
- Jarvis Investment Management Ltd
- Pello Capital Limited



## PART 7

### 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>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>	PricewaterhouseCoopers LLP or such other auditor as the Company may appoint from time to time
<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 6 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>Euroclear</b>	Euroclear UK & Ireland Limited
<b>FATCA</b>	the United States Foreign Account Tax Compliance Act
<b>FCA</b>	the UK Financial Conduct Authority
<b>Fidante Capital</b>	Fidante Partners Europe Limited (trading as Fidante Capital), the Company's joint sponsor, joint broker and joint bookrunner
<b>FSMA</b>	the UK Financial Services and Markets Act 2000, as amended
<b>Future Registration Document</b>	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 9.00 a.m. on 1 July 2019
<b>HMRC</b>	HM Revenue & Customs
<b>Initial Issue</b>	together the Initial Placing, the Offer for Subscription and the Intermediaries Offer
<b>Initial Placing</b>	the conditional placing of new Ordinary Shares by Fidante Capital and Peel Hunt at the Issue Price on the terms and subject to the conditions set out in this Securities Note
<b>Intermediaries</b>	the entities listed in paragraph 8 of Part 6 of this Securities Note, together with any other intermediary (if any) that is appointed by the Company in connection with the Intermediaries Offer after the date of this Securities Note 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 112 pence per Ordinary Share, calculated as being the NAV per Ordinary Share as at 31 March 2019 (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 2.2 per cent. as a contribution towards the costs and expenses of the Initial Issue
<b>Issue Resolutions</b>	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
<b>Joint Bookrunners</b>	Fidante Capital and Peel Hunt
<b>Latest Practicable Date</b>	close of business on 12 June 2019, being the latest practicable date prior to the publication of the Prospectus to ascertain certain information contained therein
<b>Link Asset Services</b>	a trading name of Link Market Services Limited
<b>Listing Rules</b>	the listing rules made by the FCA under section 73A of FSMA
<b>London Stock Exchange</b>	London Stock Exchange plc
<b>Market Abuse Regulation</b>	regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse
<b>Member State</b>	any member state of the EEA
<b>MiFID II Product Governance Requirements</b>	has the meaning given to it on page 10 of this Securities Note
<b>Money Laundering Regulations</b>	the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017
<b>NAV or Net Asset Value</b>	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
<b>NAV per Ordinary Share or Net Asset Value per Ordinary Share</b>	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)
<b>Offer for Subscription</b>	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
<b>Offer for Subscription Application Form or Application Form</b>	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

<b>Official List</b>	the official list maintained by the FCA
<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 broker, joint bookrunner and intermediaries offer adviser
<b>Portfolio Manager</b>	Augmentum Fintech Management Limited, a wholly-owned subsidiary of the Company
<b>PRIPs 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 and its implementing and delegated acts
<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
<b>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 States
<b>Prospectus Rules</b>	the rules and regulations made by the FCA under Part VI of FSMA
<b>Receiving Agent</b>	Link Asset Services, a trading name of Link Market Services Limited
<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 Market Services Limited
<b>Registration Document</b>	the registration document dated 14 June 2019 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 has implemented the Prospectus Directive or where the Prospectus Directive is applied by the regulator
<b>Restricted Jurisdiction</b>	each of Australia, Canada, Japan and the Republic of South Africa
<b>SEC</b>	the United States Securities and Exchange Commission
<b>Securities Note</b>	this securities note dated 14 June 2019 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 14 June 2019, between the Company, the Directors, the Portfolio Manager, the AIFM, Fidante Capital and Peel Hunt 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)
<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 14 June 2019 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>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

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

**To:** Link Asset Services, acting as receiving agent for Augmentum Fintech plc

For official use only:

### 1. APPLICATION

I/We the person(s) detailed in section 3A below offer to subscribe the amount shown in Box 1 for new Ordinary Shares, fully paid at the Issue Price and subject to the Terms and Conditions set out in Part 4 of the Securities Note dated 14 June 2019 and subject to the Memorandum and Articles of Association of the Company.

**Box 1** (write, in figures, the aggregate value, at the Issue Price, of the new Ordinary Shares that you wish to apply for – a minimum of £1,000 and thereafter in multiples of £1,000)

£

### 2. PAYMENT METHOD

Payment method: ☐ Cheque/Banker's draft ☐ Bank transfer ☐ CREST settlement

### 3A. DETAILS OF HOLDER(S) IN WHOSE NAME(S) ORDINARY SHARES WILL BE ISSUED

(BLOCK CAPITALS)

1:

Mr, Mrs, Ms or Title:

Forenames (in full):

Surname/Company name:

Address (in full):

Postcode:

Designation (if any):

Date of birth:

2:

Mr, Mrs, Ms or Title:

Forenames (in full):

Surname/Company name:

Date of birth:

3:

Mr, Mrs, Ms or Title:

Forenames (in full):

Surname/Company name:

Date of birth:



4:	Mr, Mrs, Ms or Title:	Forenames (in full):
Surname/Company name:		
Date of birth:		

### 3B. CREST DETAILS

(Only complete this section if 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 3A**).

CREST Participant ID: 

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CREST Member Account ID: 

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### 4. SIGNATURE(S): ALL HOLDERS MUCH 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) CHEQUES/BANKER'S DRAFT

☐

If you are subscribing for Ordinary Shares and paying by cheque or banker's draft pin or staple to this form your cheque or banker's draft for the exact amount in Sterling shown in Box 1 made payable to **"Link Market Services Limited Re: Augmentum Fintech OFS 2019 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, the Channel Islands or the Isle of Man and must bear the appropriate sort code in the top right hand corner.

## (B) BANK TRANSFER

For applicants making payment electronically, payment must be made for value by 11.00 a.m. on 1 July 2019. Please make payment to the Sterling bank account detailed below. Applicants must ensure that they remit sufficient funds to either of the accounts below to cover any charges incurred by their bank. Please enter below the sort code of the bank and branch you will be instructing to make such payment for value by 11.00 a.m. on 1 July 2019 together with the name and number of the account to be debited with such payment and the branch contact details.

Sort Code:	Account Name:
Account Number:	Payment Transaction Reference:

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 1 July 2019. 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).

Sort Code: 30-80-12  
Account No: 19096260  
Account Name: Link Market Services LTD RE: Augmentum Fintech 2019 Chaps A/C

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference nor where a payment has been received but without an accompanying Application Form.

Payments in electronic form must come from a UK bank account and from a personal account in the name of the individual investors where they have sole or joint title to the funds. The account name should be the same as that inserted in Box 3 of the Application Form. Payments must relate solely to your application.

Where an electronic transfer is being made, Link Asset Services will request a recent bank statement showing the payment being made to confirm source of funds. If a CHAPS payment is over €15,000 Link Asset Services will also require a certified copy of your passport and a recent utility bill.

## (c) CREST settlement

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

**Trade Date:** 2 July 2019  
**Settlement Date:** 4 July 2019  
**Company:** Augmentum Fintech plc  
**Security Description:** Ordinary Shares  
**SEDOL:** BG12XV8  
**ISIN:** GB00BG12XV81

Should you wish to settle DVP, you will need to input your instructions to Link Asset Services" Participant account RA06 by no later than 11.00 a.m. on 1 July 2019.

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.

## **6. 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. Ordinarily this contact person should be the (or one of the) person(s) signing in section 4 on behalf of the first named holder. If no details are entered here and the Company (or any of its agents) requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

Contact Name	E-mail address
Address	
Daytime telephone no	Fax No

## NOTES ON HOW TO COMPLETE THE APPLICATION FORM

**Applications should be returned so as to be received by Link Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU no later than 11.00 a.m. on 1 July 2019.**

In addition to completing and returning the Application Form to Link Asset Services, new investors who intend to hold their Ordinary Shares in certificated form 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. Further copies of this form and the relevant form for joint holdings or corporate entity holdings can be requested from Link Asset Services 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. **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.**

### 1. APPLICATION

Fill in (in figures) in Box 1 the fixed amount, in Sterling, being the aggregate value, at the Issue Price, of the new Ordinary Shares that you wish to apply for under the Offer for Subscription. Your application must be for a minimum aggregate value of £1,000 and, if for more than £1,000, a multiple of £1,000. Financial intermediaries who are investing on behalf of clients should make separate applications for each client.

### 2. PAYMENT METHOD

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

### 3A. HOLDER DETAILS

Fill in (in block capitals) the full name(s) of each holder and the address of the first named holder. YOU MUST PROVIDE YOUR DATE OF BIRTH; 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 Offer for Subscription Application Form in section 4.

### 3B. CREST

If you wish your Ordinary Shares to be deposited in a CREST account in the name of the holders given in section 3A, enter in section 3B the details of that CREST account. Where it is requested that Ordinary Shares be deposited into a CREST account please note that payment for such Ordinary Shares must be made prior to the day such Ordinary Shares might be allotted and issued. It is not possible for an applicant to request that Ordinary Shares be deposited in their CREST account on an against payment basis. Any Application Form received containing such a request will be rejected.

### 4. SIGNATURE

All holders named in section 3A must sign section 4 and insert the date. The Offer for Subscription 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 Offer for Subscription Application Form.

## 5. SETTLEMENT DETAILS

### (A) 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 Offer for Subscription Application Form. Your cheque or banker's draft must be made payable to **"Link Market Services Limited Re: Augmentum Fintech OFS 2019 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, 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 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.

### (B) BANK TRANSFER

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 1 July 2019. 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).

Sort Code: 30-80-12

Account No: 19096260

Account Name: Link Market Services LTD RE: Augmentum Fintech 2019 Chaps A/C

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference nor where a payment has been received but without an accompanying Application Form.

Payments in electronic form must come from a UK bank account and from a personal account in the name of the individual investor where they have sole or joint title to the funds. The account name should be the same as that inserted in Box 3 of the Application Form. Payments must relate solely to your application.

Where an electronic transfer is being made, Link Asset Services will request a recent bank statement showing the payment being made to confirm source of funds. If a CHAPS payment is over €15,000 (approximately £13,000) Link Asset Services will also require a certified copy of your passport and a recent utility bill.

## (C) CREST SETTLEMENT

The Company will apply for the 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 Ordinary Shares will normally take place within the CREST system.

The Offer for Subscription Application Form contains details of the information which the Company's registrars, Link Asset Services, 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 Asset Services to match to your CREST account, Link Asset Services will deliver your Ordinary Shares in certificated form provided payment has been made in terms satisfactory to the Company.

The right is reserved to issue your Ordinary Shares in certificated form should the Company, having consulted with Link Asset Services, 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 Asset Services 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 Ordinary Shares; or (b) yourself; or (c) a nominee of any such person or yourself, as the case may be. Neither Link Asset Services 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 Asset Services 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.

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 1 July 2019 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 Asset Services.

To ensure that you fulfil this requirement it is essential that you or your settlement agent/custodian follow the CREST matching criteria set out below:

<b>Trade Date:</b>	2 July 2019
<b>Settlement Date:</b>	4 July 2019
<b>Company:</b>	Augmentum Fintech plc
<b>Security Description:</b>	Ordinary Shares
<b>SEDOL:</b>	BG12XV8
<b>ISIN:</b>	GB00BG12XV81

Should you wish to settle DVP, you will need to input your instructions to Link Asset Services' Participant account RA06 by no later than 11.00 a.m. on 1 July 2019.

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.

In the event of late CREST settlement, the Company, after having consulted with Link Asset Services, reserves the right to deliver Ordinary Shares outside CREST in certificated form provided payment has been made in terms satisfactory to the Company and all other conditions in relation to the Offer for Subscription have been satisfied.

## 6. CONTACT DETAILS

To ensure the efficient and timely processing of your Application Form, please provide contact details of a person the Company (or any of its agents) may contact with all enquiries concerning your Application. Ordinarily this contact person should be the person signing in section 4 on behalf of the first named holder. If no details are entered here and the Company (or any of its agents) requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

**APPENDIX 2**
**TAX RESIDENCY SELF-CERTIFICATION FORM (INDIVIDUALS)**

Name of Company in which shares are held:	<b>Augmentum Fintech plc</b>
Investor code e.g. 00000999999 This can be found on your share certificate or tax voucher	
<b>Part 1 – Identification of Individual Shareholder</b> <i>A separate form is required for each holder</i>	
Name of Holder:	
Address of Holder:	
<b>A. Please provide your Tax Residence Address – If different from above</b>	
Address: <i>Include your Postal or ZIP Code &amp; Country:</i>	
<b>B. Date of Birth *</b> <i>(DD/MM/YYYY)</i>	
<b>Part 2 – 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>
<b>1</b>	<b>1</b>
<b>2</b>	<b>2</b>
<b>3</b>	<b>3</b>
<b>4</b>	<b>4</b>
<b>Part 2b – US Person</b> Please mark the box ONLY if you are a US Person (see Definitions) <input type="checkbox"/>	
<b>Part 3 – 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 am authorised to sign for the shareholder).</p> <p>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>	

*If signing under a power of attorney, please also attach a certified copy of the power of attorney.  
We will only contact you if there is a question around the completion of the self- certification form*



## Introduction

The law requires that Financial Institutions collect, retain and report certain information about their account holders, including their 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 address (or name) has changed from that shown on the form, 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 that/those 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 Person”**

- 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.
- You are a “tax resident” of the United States. You can become a tax resident under two rules: 1) The “substantial presence test”. This is a “day count test and based on the number of days you are in the US over a three year period and 2) The “green card” test. A person who has obtained a “green card” has been granted the right to lawful permanent residence in the United States.

**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.**



