

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt about the Offer or the action you should take, you are recommended to seek your own personal independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

This document and any documents incorporated by reference should be read in conjunction with the accompanying Form of Acceptance (if you hold Kape Shares in certificated form), which forms part of this document.

If you sell, or have sold or otherwise transferred all of your Kape Shares (other than pursuant to the Offer), please send this document and any accompanying documents, but not any personalised Form of Acceptance, as soon as possible, to the purchaser or transferee or to the bank, stockbroker, or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. However, such documents must not be distributed, forwarded or transmitted in or into any Restricted Jurisdiction or in or into any jurisdiction where to do so would constitute a violation of the relevant laws or regulations of that jurisdiction. If you sell, or have sold or otherwise transferred only part of your holding of Kape Shares, you should retain these documents and consult the bank, stockbroker or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise acquired Kape Shares in certificated form, notwithstanding receipt of this document and any accompanying documents from the transferor, you should contact the Receiving Agent to obtain a personalised Form of Acceptance.

CASH OFFER
By
Unikmind Holdings Limited
For
Kape Technologies plc

TO ACCEPT THE OFFER IN RESPECT OF CERTIFICATED KAPE SHARES, THE FORM OF ACCEPTANCE SHOULD BE COMPLETED, SIGNED AND RETURNED WITH THE RELEVANT SHARE CERTIFICATES AS SOON AS POSSIBLE AND, IN ANY EVENT, SO AS TO BE RECEIVED BY THE RECEIVING AGENT AT EQUINITI, CORPORATE ACTIONS, ASPECT HOUSE, SPENCER ROAD, LANCING, WEST SUSSEX BN99 6DA, NOT LATER THAN 1.00 P.M. ON 5 MAY 2023 UNLESS THE UNCONDITIONAL DATE IS BROUGHT FORWARD BY UNIKMIND PUBLISHING AN ACCELERATION STATEMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE CODE AND AS FURTHER DESCRIBED IN PARAGRAPH 2.3 OF PART B OF APPENDIX I OF THIS OFFER DOCUMENT.

TO ACCEPT THE OFFER IN RESPECT OF UNCERTIFICATED KAPE SHARES, ACCEPTANCES SHOULD BE MADE ELECTRONICALLY THROUGH CREST SO THAT THE TTE INSTRUCTION SETTLES NOT LATER THAN 1.00 P.M. ON 5 MAY 2023 UNLESS THE UNCONDITIONAL DATE IS BROUGHT FORWARD BY UNIKMIND PUBLISHING AN ACCELERATION STATEMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE CODE AND AS FURTHER DESCRIBED IN PARAGRAPH 2.3 OF PART B OF APPENDIX I OF THIS OFFER DOCUMENT. IF YOU ARE A CREST SPONSORED MEMBER (A “CREST SPONSORED MEMBER”) YOU SHOULD REFER TO YOUR CREST SPONSOR (“CREST SPONSOR”) AS ONLY YOUR CREST SPONSOR SHALL BE ABLE TO SEND THE NECESSARY TTE INSTRUCTION TO EUROCLEAR.

THE PROCEDURE FOR ACCEPTANCE OF THE OFFER IS SET OUT IN PARAGRAPH 18 OF PART I OF THIS DOCUMENT, PART C AND PART D OF APPENDIX I AND, IN RESPECT OF CERTIFICATED KAPE SHARES, IS FURTHER DESCRIBED IN THE FORM OF ACCEPTANCE.

Kape Shareholders should carefully read the whole of this document, any information incorporated by reference into this document and the accompanying Form of Acceptance.

If you have any questions relating to this document or the completion and return of your Form of Acceptance, please contact the Receiving Agent, Equiniti on +44 371 384 2050 (from within the UK). 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 8.30 a.m. and 5.30 p.m. (London time), Monday to Friday excluding public holidays in England and Wales or the Isle of Man. Please note that Equiniti cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Unless otherwise determined by Unikmind or required by the Code, and permitted by applicable law and regulation, the Offer shall not be capable of acceptance from or within a Restricted Jurisdiction. Accordingly, copies of this document and the accompanying Form of Acceptance and any other accompanying document must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent (including, without limitation, by way of facsimile, transmission, telephone or internet) in, into or from a Restricted Jurisdiction and persons receiving this document, the Form of Acceptance and any other accompanying document (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions as doing so may invalidate any purported acceptance of the Offer. The availability of the Offer to persons who are not resident in the Isle of Man or the United Kingdom may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves about and observe any applicable legal or regulatory requirements of their jurisdiction.

HSBC Bank plc (“HSBC”), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, is acting exclusively as financial advisor for Unikmind and no one else in connection with the matters referred to in this document, and will not regard any other person (whether or not a recipient of this document) as a client in relation to the matters referred to in this document and is not, and will not be, responsible to anyone other than Unikmind for providing the protections afforded to its clients or for providing advice in relation to the Offer or any other matter referred to herein. Neither HSBC nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct, indirectly, whether in contract, in tort, under statute or otherwise) to any person who is not a client of HSBC in connection with the Offer, or any matter referred to herein.

This document is dated 6 March 2023.

IMPORTANT NOTICES

The statements contained in this document are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the content of this document, you should consult your own legal, financial or tax adviser for legal, business, financial or tax advice.

The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and publication of this document shall not give rise to any implication that there has been no change in the facts set out in this document since such date.

Overseas Kape Shareholders

The Offer relates to securities in a company which is registered in the Isle of Man, which is admitted to trading on AIM and is subject to the disclosure requirements, rules and practices applicable to such companies, which differ from those of the United States in certain material respects. This document has been prepared for the purposes of complying with English law, the laws of the Isle of Man, the AIM Rules and the rules of the London Stock Exchange and the Code, and the information disclosed may not be the same as that which would have been disclosed if this document had been prepared in accordance with the laws of jurisdictions outside the Isle of Man or the United Kingdom.

The availability of the Offer and the release, publication or distribution of this document in or into certain jurisdictions other than the Isle of Man and the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the Isle of Man or the United Kingdom should inform themselves about, and observe, any such restrictions or applicable requirements. Failure to comply with any such restrictions or applicable requirements may constitute a violation of the securities laws of any such jurisdiction.

To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person.

Neither this document nor any accompanying documents constitute, or form part of, any offer to sell or issue or an invitation to purchase or subscribe for any securities or the solicitation of an offer to buy any securities pursuant to these documents or otherwise in any jurisdiction in which such offer, invitation or solicitation is unlawful, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law.

Copies of this document, the Form of Acceptance and any accompanying document shall not be, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction or any jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this document, the Form of Acceptance and any accompanying document (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from any Restricted Jurisdictions. Doing so may render invalid any related purported acceptance of the Offer. The availability of the Offer to Kape Shareholders who are not resident in the Isle of Man or the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Such persons should read paragraph 9 of Part B and paragraph (b) of Part C (if such person holds Kape Shares in certificated form) or paragraph (c) of Part D (if such person holds Kape Shares in uncertificated form) of Appendix I to this document and inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions.

Unless otherwise permitted by applicable law and regulation, the Offer may not be made, directly or indirectly, in or into, or by the use of mails or any means or instrumentality (including, but not limited to, e-mail or other electronic transmission or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any Restricted Jurisdiction and the Offer may not be capable of acceptance by any such use, means, instrumentality or facilities.

Kape Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the relevant jurisdiction without delay.

If you are a resident of the United States, please read the following:

The Offer is being made to acquire the securities of Kape, a company incorporated under the laws of the Isle of Man, and is being made in the United States in reliance on, and compliance with, the exemption from certain requirements of Regulation 14E under the US Securities Exchange Act of 1934 afforded by Rule 14d-1(d) thereunder. The Offer shall be made in the United States by Unikmind and no one else.

The Offer is subject to the disclosure and procedural requirements of the Isle of Man and the United Kingdom, which differ from those in the United States. In addition, the payment and settlement procedure with respect to the Offer shall comply with the relevant Isle of Man and United Kingdom rules, which differ from United States payment and settlement procedures. Neither the SEC, nor any securities commission of any state of the United States has approved the Offer, passed upon the fairness of the Offer or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offence in the United States.

In accordance with normal United Kingdom practice, Unikmind or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Kape outside of the US, other than pursuant to the Offer, before or during the period in which the Offer remains open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases shall be disclosed as required by law or regulation in the Isle of Man, the United Kingdom and the United States, and, shall be reported to a Regulatory Information Service (“**RIS**”) and shall be available on the London Stock Exchange website at www.londonstockexchange.com.

Financial information relating to Kape included in this document has been extracted from Kape’s published financial statements, prepared in accordance with UK adopted international accounting standards (collectively, “**IFRS**”), and may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

Unikmind and Kape are organised under the laws of the Isle of Man. Some or all of the officers and directors of Unikmind and Kape, respectively, are residents of countries other than the United States. In addition, many of the assets of Unikmind and Kape are located outside the United States. As a result, it may be difficult for US shareholders of Kape (“**US Shareholders**”) to effect service of process within the United States upon Unikmind or Kape or their respective officers or directors or to enforce against them a judgment of a US court predicated upon the federal or state securities laws of the United States.

Any person (including custodians, nominees and trustees) who would, or otherwise intends to, or may have a contractual or legal obligation to forward this document and/or the Form of Acceptance to any jurisdiction outside the United Kingdom, should read paragraph 9 of Part B and paragraph (b) of Part C of Appendix I to this document (and, if applicable, paragraph (c) of Part D of Appendix I to this document) before taking any action.

Purchases Outside The Offer

In accordance with normal UK practice, Unikmind or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Kape Shares, other than pursuant to the Offer until the date on which the Offer becomes effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required in the UK, will be reported to a RIS and will be available on the London Stock Exchange website at www.londonstockexchange.com.

Forward Looking Statements

This document (including information incorporated by reference in this document), oral statements made regarding the Offer, and other information published by Kape, Unikmind or any member of the Wider Kape Group or the Wider Unikmind Group contain statements which are, or may be deemed to be, “forward looking statements”. Such forward looking statements are prospective in nature and are not based on

historical facts, but rather on current expectations and on numerous assumptions regarding the business strategies and the environment in which Kape, Unikmind, or any member of the Wider Kape Group or the Wider Unikmind Group shall operate in the future and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by those statements. The forward looking statements contained in this document relate to Kape, Unikmind, or any member of the Wider Kape Group or the Wider Unikmind Group's future prospects, developments and business strategies, the expected timing and scope of the Offer and other statements other than historical facts. In some cases, these forward looking statements can be identified by the use of forward looking terminology, including the terms "believes", "estimates", "will look to", "would look to", "plans", "prepares", "anticipates", "expects", "is expected to", "is subject to", "intends", "may", "will", "shall" or "should" or their negatives or other variations or comparable terminology. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that shall occur in the future. These events and circumstances include changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business combinations or disposals. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions prove incorrect, actual results may differ materially from those expected, estimated or projected. Such forward looking statements should therefore be construed in the light of such factors. Neither Kape, Unikmind or any member of the Wider Kape Group or the Wider Unikmind Group, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward looking statements in this document shall actually occur. Given these risks and uncertainties, potential investors should not place any reliance on forward looking statements. The forward looking statements speak only at the date of this document. All subsequent oral or written forward looking statements attributable to any member of the Wider Kape Group or the Wider Unikmind Group, or any of their respective associates, directors, officers, employees or advisers, are expressly qualified in their entirety by the cautionary statement above.

Unikmind and the Wider Unikmind Group and Kape and the Wider Kape Group expressly disclaim any obligation to update such statements other than as required by law or by the rules of any competent regulatory authority, whether as a result of new information, future events or otherwise.

No profit forecasts or estimates

No statement in this document is intended or shall be deemed to be a profit forecast, estimate or projection of the future financial performance of Unikmind or Kape for any period except as otherwise stated and no statement in this document should be interpreted to mean that cashflow from operations, earnings or earnings per share or income of those persons (where relevant) for the current or future financial years would necessarily match or exceed the historical published cashflow from operations, earnings or earnings per share or income of those persons (where relevant).

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing

Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at <http://www.thetakeoverpanel.org.uk>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Electronic Communications

Please be aware that addresses, electronic addresses and certain information provided by Kape Shareholders, persons with information rights and other relevant persons for the receipt of communications from Kape may be provided to Unikmind during the Offer Period as requested under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the Code.

Publication on Website and Availability of Hard Copies

This document, together with all information incorporated into this document by reference to another source, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, shall be available on Unikmind's website at <http://www.unikmind-holdings.com/> by no later than 12 noon (London time) on the Business Day following this document. For the avoidance of doubt, the contents of these websites are not incorporated into and do not form part of this document.

You may request a hard copy of this document and/or any information incorporated into this document by reference to another source by contacting the Receiving Agent, Equiniti, on +44 371 384 2050. You may also request that all future documents, announcements and information to be sent to you in relation to the offer should be in hard copy form. 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.

If you are in any doubt about the contents of this document or the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

Rounding

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

ACTION TO BE TAKEN TO ACCEPT THE OFFER

If you hold Kape Shares in certificated form:

If you hold your Kape Shares, or any of them, in certificated form (that is, NOT in CREST), to accept the Offer in respect of those Kape Shares, you should complete, sign and return the enclosed Form of Acceptance along with your valid share certificate(s) and/or any other relevant documents of title as soon as possible and, in any event, so as to be received by post by the Receiving Agent at Equiniti, Corporate Actions, Aspect House Spencer Road, Lancing, West Sussex BN99 6DA, no later than 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document. The Form of Acceptance is personalised. If you have recently purchased or been transferred Kape Shares, please contact the Receiving Agent by telephoning the helpline, details of which are set out below, to obtain a replacement document.

Unless they validly elect otherwise, each Kape Shareholder accepting the Offer who holds their Kape Shares in certificated form will receive the consideration payable to them under the Offer in US\$. Such Kape Shareholders may elect, by appropriately completing and returning the Form of Acceptance, to make use of a currency facility (the “**Currency Facility**”) to have the consideration payable to them under the Offer paid in pounds Sterling. By electing to utilise the Currency Facility, Kape Shareholders may direct Unikmind to convert from US\$ into pounds Sterling and then remit to them (net of costs) the proceeds to which they are entitled as a result of their acceptance, which conversion Unikmind will, in its sole discretion, effect by (i) executing one or more market transactions over one or more Business Days; and/or (ii) applying the market exchange rate available on the relevant date to funds already available to Unikmind in pounds Sterling, with all Kape Shareholders falling within the same relevant block of acceptances (each, an “**Acceptance Block**”) electing to use the Currency Facility receiving the benefit of a conversion at the same exchange rate and with all relevant costs being spread evenly on a per Kape Share basis amongst such Kape Shareholders falling within the same relevant Acceptance Block, as described in further detail in paragraph 7 of Part B of Appendix I.

Each Kape Shareholder accepting the Offer who holds Kape Shares in certificated form and who does not make a valid Currency Election will receive their consideration by way of a cheque denominated in US\$.

Further details on the procedures for acceptance of the Offer if you hold any of your Kape Shares in certificated form are set out in paragraph 19(a) of Part I of this document, Part C of Appendix I to this document and in the accompanying Form of Acceptance. A reply-paid envelope for use within the UK only is enclosed for your convenience and may be used by holders of Kape Shares in certificated form in the UK for returning their Forms of Acceptance.

If you hold Kape Shares in uncertificated form:

If you hold your Kape Shares, or any of them, in uncertificated form (that is, in CREST), to accept the Offer in respect of those Kape Shares, you should follow the procedure for Electronic Acceptance through CREST so that the TTE instruction settles as soon as possible and, in any event, not later than 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document.

The period during which the Offer is open for acceptance may be extended or brought forward by Unikmind in certain circumstances. Unikmind may also in certain circumstances invoke the acceptance condition on or after Day 21 but before the Unconditional Date by publishing an acceptance condition invocation notice.

Unless they validly elect otherwise, each Kape Shareholder accepting the Offer who holds their Kape Shares in uncertificated form (that is, in CREST) will receive the consideration payable to them under the Offer in US\$. Such Kape Shareholders may elect, by making the relevant TTE Instruction through CREST, to make use of the Currency Facility to have the consideration payable to them under the Offer paid in pounds Sterling. By electing to utilise the Currency Facility, Kape Shareholders may direct Unikmind to

convert from US\$ into pounds Sterling and then remit to them (net of costs) the proceeds to which they are entitled as a result of their acceptance, which conversion Unikmind will, in its sole discretion, effect by (i) executing one or more market transactions over one or more Business Days and/or (ii) applying the market exchange rate available on the relevant date to funds already available to Unikmind in pounds Sterling, with all Kape Shareholders falling within the same relevant Acceptance Block and electing to use the Currency Facility receiving the benefit of a conversion at the same exchange rate and with all relevant costs being spread evenly on a per Kape Share basis amongst such Kape Shareholders falling within the same relevant Acceptance Block, as described in further detail in paragraph 7 of Part B of Appendix I.

Each Kape Shareholder accepting the Offer who holds Kape Shares in uncertificated form and does not make a valid Currency Election must ensure that an active US\$ Cash Memorandum Account (a “**Cash Memorandum Account**”) is in place in CREST. In the absence of a Cash Memorandum Account, the payment of the consideration will not settle, resulting in a delay and the settlement of the consideration outside of CREST.

Further details on the procedures for acceptance of the Offer if you hold any of your Kape Shares in uncertificated form are set out in paragraph 19(b) of Part I of this document and in Part D of Appendix I to this document. If you hold your Kape Shares as a CREST Sponsored Member, you should refer acceptance of the Offer to your CREST Sponsor as only your CREST Sponsor shall be able to send the necessary TTE instruction to Euroclear.

You are advised to read the whole of this document carefully.

Helpline

If you have any questions relating to the procedure for acceptance of the Offer, please telephone the Receiving Agent, Equiniti, on +44 371 384 2050 between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding English, Welsh or Isle of Man public holidays). Calls to the helpline from outside the UK shall be charged at the applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored randomly for security and training purposes.

Please note that, for legal reasons, the Receiving Agent shall only be able to provide you with information contained in this document and cannot provide advice on the merits of the Offer nor give any legal, financial or tax advice. You are reminded that, if you are a CREST Sponsored Member, you should contact your CREST Sponsor before taking any action.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS⁽¹⁾

| Event | Time and/or date |
|---|---|
| Announcement of the Offer | 13 February 2023 |
| Publication and posting of this document and the Form of Acceptance | 6 March 2023 |
| Last date for Kape to publish its response document | 20 March 2023 |
| Latest time and date by which the Offer can be accepted | 1.00 p.m. (London time) on 5 May 2023 ⁽²⁾ |
| Latest time and date by which the Offer may be declared or become unconditional ⁽³⁾ | 5.00 p.m. (London time) on 5 May 2023 ⁽⁴⁾⁽⁵⁾⁽⁶⁾ |
| Settlement of consideration to Kape Shareholders who accept the Offer prior to the Offer becoming or being declared unconditional | No later than 14 calendar days after the Offer becoming or being declared unconditional |

Notes:

- (1) Certain dates and times given are indicative only and are based on current expectations and may be subject to change. If any of the times and/or dates above change, the revised times and/or dates will be announced via a RIS.
- (2) Unikmind reserves the right (but shall not be obliged, other than as may be required by the Code) at any time or from time to time to extend the Offer after such time.
- (3) The Offer shall lapse unless all of the Conditions have been fulfilled (or, where permitted, waived) by midnight (London time) on the earlier of the Unconditional Date and the Long-Stop Date (subject to the rules of the Code and, where applicable, the consent of the Panel).
- (4) If the Offer becomes or is declared unconditional and Unikmind receives acceptances under the Offer in respect of, and/or otherwise, acquires 90 per cent. or more of the Kape Shares affected by the Offer, Unikmind may, subject to the provisions of the Isle of Man Companies Act 2006 (the “**IoM Companies Act**”), exercise its rights in accordance with section 160 of that Act, to acquire compulsorily any Kape Shares not acquired or agreed to be acquired by or on behalf of Unikmind pursuant to the Offer or otherwise on the same terms as the Offer. The expression “**Kape Shares affected by the Offer**” shall be construed in the same way as the expression “**of the shares affected**” contained in section 160 of the IoM Companies Act.
- (5) If the Offer becomes or is declared unconditional, Unikmind will keep the Offer open for acceptances for at least 14 days following the date on which the Offer becomes or is declared unconditional.
- (6) The Unconditional Date shall be 5 May 2023 unless it is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document.

References to times and dates in this document are, unless specified otherwise, to London times and dates.

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PART I

**LETTER FROM THE BOARD OF UNIKMIND
TO KAPE SHAREHOLDERS**

6 March 2023

To Kape Shareholders and, for information only, to participants in the Kape Share Plan

Dear Kape Shareholder,

CASH OFFER FOR KAPE TECHNOLOGIES PLC BY UNIKMIND HOLDINGS LIMITED

1. Introduction

On 13 February 2023, the Board of Unikmind (“Unikmind”), a company incorporated in the Isle of Man, wholly-owned by Mr. Teddy Sagi, and the holder of approximately 54.27 per cent. of the issued ordinary shares of Kape, announced the terms of a cash offer to be made by Unikmind pursuant to which it shall acquire the remaining issued and to be issued share capital of Kape, not already held by Unikmind (the “Offer”).

Regardless of the outcome of the Offer, Unikmind intends to requisition a general meeting of Kape to seek to pass a resolution to delist Kape from AIM as soon as reasonably practicable following the Offer.

This letter and Appendix I to this document, and in the case of Kape Shares held in certificated form, the Form of Acceptance, together contain the formal terms and Conditions for the Offer.

Acceptances of the Offer should be received as soon as possible and, in any event, by no later than 1.00 p.m. (London time) on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document.

2. Summary of the terms of the Offer

Under the terms of the Offer, which shall be subject to the Conditions and further terms set out in Appendix I to this document and, in respect of Kape Shares held in certificated form, the Form of Acceptance, Kape Shareholders will be entitled to receive:

**US\$3.44 in cash for each Kape Share
which based on the Offer Document Exchange Rate is equivalent to 288 pence per Kape Share**

- The Offer Document Exchange Rate was the exchange rate of £1:US\$1.1949 as at 00:00 UKT on 3 March 2023 as derived from data provided by Bloomberg. Kape Shareholders should note that, at the exchange rate of £:US\$ of £1:US\$1.2058 as at 21:59 UKT on 10 February 2023 (the “**Announcement Exchange Rate**”), US\$3.44 was equivalent to 285 pence per Kape Share. Any Kape Shareholder electing to be paid their consideration in pounds Sterling should be aware that the amount per Kape Share received may, depending on the prevailing exchange rate at the relevant time, result in a payment below or above 285 pence.
- The Offer values the entire issued and to be issued share capital of Kape at approximately US\$1.51 billion (calculated on the basis described in Appendix II), which was equivalent to £1.25 billion at the Announcement Exchange Rate and is equivalent to £1.26 billion at the Offer Document Exchange Rate.

- The Offer of US\$3.44 for each Kape Share (the “**Offer Price**”), being equivalent to 288 pence per Kape Share based on the Offer Document Exchange Rate, represents a premium of approximately:
 - 10.7 per cent. to the Closing Price per Kape Share of 260 pence on 10 February 2023 (being the last Business Day prior to the publication of the 2.7 Announcement);
 - 8.6 per cent. to the price per Kape Share of 265 pence at which Kape undertook its US\$222.5 million equity placing in October 2022;
 - 25.7 per cent. to the Closing Price per Kape Share of 229 pence on 8 December 2022 (being the day before the Initial Price Proposal was made to Kape); and
 - 13.3 per cent. to the volume-weighted average price per Kape Share of 254 pence for the last three months to 10 February 2023 (being the last three months prior to the publication of the 2.7 Announcement).

Under the Offer, the Offer Price will be payable in US\$. Unikmind has established a Currency Facility which will be made available such that Kape Shareholders are able to elect to receive their Offer consideration in pounds Sterling instead of US\$ (after deduction of any transaction or dealing costs associated with the conversion) at the applicable market exchange rate. Further details of the Currency Facility are set out in paragraph 7 of Part B of Appendix I of this document.

The Offer provides attractive liquidity and represents a compelling opportunity for Kape Shareholders to realise the value of their holdings. The Offer is expected to close in the first half of 2023, subject to the satisfaction or (where applicable) waiver of the Conditions and certain further terms set out in Appendix I of this document.

The Offer is extended to all issued Kape Shares not held by Unikmind and any further Kape Shares which are unconditionally allotted or issued and fully paid before the Offer closes.

If any dividend, distribution or other return of value is authorised, declared, made or paid in respect of Kape Shares on or after the date of the 2.7 Announcement the Offer Price shall be reduced by the amount of any such dividend, distribution or other return of value. In such circumstances, Kape Shareholders shall be entitled to retain any such dividend, distribution, or other return of value declared, made or paid.

The Kape Shares will be acquired pursuant to the Offer fully paid and free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and other third party rights or interests together with all rights attaching thereto including, without limitation, the right to receive all dividends and other distributions (if any) announced, declared, made or paid after the date of the 2.7 Announcement.

3. Background to and reasons for the Offer

Context of the Offer

Unikmind, the approximately 54.27 per cent. majority shareholder of Kape, has been steadfast in its support of the Company throughout its corporate history. This has notably included Unikmind investing c.US\$525 million in Kape Shares since 2014 and helping Kape successfully execute seven acquisitions over the past five years, in aggregate amounting to more than US\$1.25 billion of M&A activity.

In September 2021, Unikmind underwrote Kape’s entire US\$354 million equity placing and backstopped the deferred cash consideration and bank debt facilities as part of the US\$936 million transformative acquisition of ExpressVPN. This strong support from Unikmind provided underlying certainty on the availability of cash to allow Kape to complete the transaction. In the subsequent US\$222.5 million equity placing in October 2022, Unikmind subscribed to its full c.US\$122 million *pro rata* share, standing by the Company and ensuring the success of another key milestone for Kape.

In Unikmind’s opinion, the highly competitive market environment in which Kape operates and the current heightened global macroeconomic challenges, may generate headwinds to Kape’s revenue growth if it were

to rely solely on organic growth in the short to medium term. While Unikmind supports all organic growth initiatives, it believes a continued, proactive buy-and-build strategy by Kape will remain the most promising driver of growth. It also believes that given current macroeconomic challenges and related capital markets uncertainties, the availability of potential acquisitions may be increased.

Whilst Unikmind is committed to continuing to support Kape in raising future funds for this buy-and-build strategy, it is not necessarily prepared to do so while Kape remains a publicly listed company. Unikmind believes that the most appropriate way to support the Company is through long term capital investment that is best conducted and structured away from public markets. Indeed, as a private company, Kape could focus on long term growth and would be free from the associated listing and disclosure requirements and costs that come with being a publicly listed company. Unikmind believes that Kape's AIM listing has served it well, allowing it to grow and deliver substantial value for shareholders, but in order to continue that growth trajectory it is now more appropriate to do so away from the scrutiny and constraint of public markets.

In the private arena, benefiting from the sizeable business support and financial resources that Mr. Teddy Sagi and his family office Globe Invest would bring, Kape would be able to sustain its expansion. Through its strategic fit with the broader investment portfolio of Mr. Teddy Sagi, Kape would be able to explore potential synergies for expanding its current suite of products and services, gain access to sector know-how, benefit from development and marketing support for its products and achieve more appropriately-structured financial support for further organic and acquisitive growth.

Therefore, regardless of the outcome of the Offer, Unikmind intends to requisition a general meeting of Kape to seek to pass a resolution to delist Kape from AIM as soon as reasonably practicable following the Offer.

Should Unikmind acquire (pursuant to the Offer or otherwise) voting rights representing 75 per cent. or more of the total voting rights of Kape, Unikmind intends that Kape will make an application to the London Stock Exchange for the cancellation of the admission to trading of Kape Shares on AIM, in which case, it would be possible to obtain the delisting on an accelerated timeline. Should Unikmind not so acquire voting rights representing acceptances reaching 75 per cent. or more of the total voting rights of Kape, Unikmind nonetheless intends to requisition a general meeting of Kape to allow shareholders to vote on a delisting.

Unikmind strongly believes that the Offer represents a compelling opportunity for Kape Shareholders to realise the value of their holdings. Moreover, in light of the persistent illiquidity in Kape's daily share trading volumes, the Offer provides an attractive liquidity opportunity for Kape Shareholders. There is no guarantee that there will be any further similar opportunities for Kape Shareholders to meaningfully realise the value of their investments in the Company in the medium-to-long term.

Interactions between Unikmind and the Kape Board

Unikmind approached the Kape Board on 9 December 2022 with a non-binding offer proposal for the acquisition of the entire share capital of Kape not already held by Unikmind at the price of 265 pence per share (the "**Initial Price Proposal**"). The Initial Price Proposal contained customary pre-conditions including access to limited due diligence. In order to access the diligence process, the Kape Board required Unikmind to enter into a non-disclosure agreement (the "**Kape NDA**").

The Kape NDA contained a standstill provision which precluded Unikmind from acquiring, offering to acquire or causing another person to acquire or offering to acquire any interest in any Kape Shares until the earlier of (i) the date on which Kape announces its final full year results for the twelve months ended 31 December 2022 and (ii) 31 March 2023. In addition, Unikmind was prohibited from entering into an agreement or arrangement to announce, or to make an offer for Kape until the later of (i) six months from the date of the Kape NDA and (ii) the date on which all members of Unikmind Group, Mr. Teddy Sagi and affiliates have ceased to actively consider (within the meaning of the Code) an offer (however to be implemented) for Kape (the "**Standstill Provisions**"). In order to be able to present an offer to Kape Shareholders, Unikmind agreed to the terms of the Kape NDA so that it could conduct the requisite due diligence on Kape.

Following a short and focussed due diligence exercise that was concluded on 13 January 2023, Unikmind submitted a further, improved offer of the US\$ equivalent of 285 pence per share, which formed the basis of this Offer. On 28 February 2023, the Independent Kape Directors issued an announcement stating their belief that the Offer materially undervalues Kape and its future prospects. The Independent Kape Directors noted that they will write to Kape Shareholders with their views on the Offer following the publication of this Offer Document. A formal response from the Kape Board to the Offer is expected to be made by 20 March 2023. This will be available on Kape's website.

Following the improvement in the offer price from the Initial Price Proposal, the ability to make the Offer was granted by way of a partial standstill release from the Kape NDA dated 10 February 2023 (the “**Partial Standstill Release**”), whereby amongst other matters the Kape Board agreed to permit Unikmind to make the Offer subject to a minimum acceptance condition set at 70 per cent., not to be waived by Unikmind without the consent of the Kape Board (the “**Minimum Acceptance Condition**”). This Minimum Acceptance Condition, including the criteria that must be met before Unikmind may request Kape's consent to reduce the threshold below 70 per cent., is described in more detail in paragraphs 10 and 11 below.

But for the Minimum Acceptance Condition imposed by the Partial Standstill Release, under the Code, Unikmind would have the ability, as Kape's major shareholder with an existing holding of approximately 54.27 per cent., freely to waive the acceptance condition of the Offer down below this 70 per cent. threshold level.

Unikmind is hopeful that, following discussions with Kape Shareholders stemming from this Offer, notwithstanding the announcement of the Kape Board made on 28 February 2023, the Kape Board will ultimately recommend that Kape Shareholders accept the Offer.

Important related matters

Should the Offer be successful, it is the intention of Unikmind to review Kape's balance sheet and decide, based upon the level of acceptances of the Offer, whether to implement an optimisation of its balance sheet. This may include the upstreaming of cash (the “**Cash Upstreaming**”) from Kape, which if carried out would increase the leverage of the Company to a level of between c.1.0x and c.2.6x the Trading Update Proforma Adjusted EBITDA (as defined in paragraph 5), which is below Kape's existing covenant leverage threshold, in order to repay part or all of the aggregate current outstanding amount of the loans made under the Bridge Facilities (as defined in paragraph 9).

If Unikmind resolves to pursue the Cash Upstreaming, this will only be paid after the Offer completes and delisting from AIM takes place. The Cash Upstreaming would likely be achieved through a one-time cash distribution by either a dividend payment to the remaining Kape Shareholders (the “**Possible Post-Closing Dividend**”), loan or other means (together with the Possible Post-Closing Dividend, the “**Possible Facilities Repayment Distribution**”).

There is no guarantee that Unikmind will choose to follow this route and indeed Unikmind may choose not to support the payment of future cash distributions, resulting in remaining Kape Shareholders receiving no further cash distributions from the Company in respect of future financial periods.

If, pursuant to the Offer, Unikmind acquires or agrees to acquire 90 per cent. of the Kape Shares affected by the Offer, and Unikmind were to exercise the Squeeze-out Rights, which it intends to do, any Possible Facilities Repayment Distribution that is paid to a Kape Shareholder who has not accepted the Offer prior to the date on which the Offer closes, assuming the compulsory acquisition of shares pursuant to the exercise of the Squeeze-out Rights becomes effective, will be deducted from the consideration due to a non-accepting Kape Shareholder (being a term of the Offer), but such Kape Shareholder will be entitled to receive and retain the Possible Facilities Repayment Distribution in addition to that part of the consideration due under the terms of the Offer.

Given the above, should the delisting from AIM occur, and Unikmind elects to make the Possible Facilities Repayment Distribution, any remaining Kape Shareholders would become minority shareholders in a more levered, privately-controlled limited company, without certain protections provided by Kape's current listing on AIM.

The expectation that a Possible Facilities Repayment Distribution may be paid in the circumstances in which it may become payable as set out above is not a post-offer undertaking for the purposes of Rule 19.5 of the Code.

4. Information on Unikmind

Unikmind is a company, incorporated in the Isle of Man, for the sole purpose of holding the existing approximately 54.27 per cent. participation in Kape. Unikmind is wholly-owned by Mr. Teddy Sagi, and owns no other non-cash assets beyond its participation in Kape.

Mr. Sagi is an entrepreneur and businessman with interests ranging from regulated financial services, to software and technology development, digital security, real estate (residential, office, co-working and retail) and e-commerce. Mr. Sagi founded Playtech plc (“**Playtech**”), which is now one of the world’s leading online gaming software companies, and listed it on AIM in 2006. In June 2012, Playtech moved to the Main Market of the London Stock Exchange. Mr. Sagi has since disposed of his interest in Playtech.

Mr. Sagi also launched two other AIM listed services companies – SafeCharge Limited (“**SafeCharge**”), a regulated online payment service provider, and Kape, both listed in 2014. In August 2019, Mr. Sagi sold his entire interest in SafeCharge to a Canadian payments technology company.

In recent years, Mr. Sagi has entered the London commercial property market via a notable investment in Market Tech Holdings (LabTech Group), the owner of the vast majority of London’s iconic Camden market including Camden Lock Market, Stables Market, Union Street Market, and Camden Lock Village. Similarly to Kape, Market Tech was a listed entity; the business went on to be privatised following a successful and mutually beneficial takeover.

5. Information on Kape

Kape is a leading ‘privacy-first’ digital security software provider to consumers. Through its range of privacy and security products, Kape focuses on protecting consumers and their personal data as they go about their digital lives. The digital content division operates as a standalone division whilst supporting the broader business to reduce the average customer acquisition costs. As of 31 December 2022, Kape has c. 7.4 million paying customers globally, supported by a team of over 1,400 people across ten locations worldwide. Kape’s registered office is located in Douglas, Isle of Man.

For the financial year ended 31 December 2021 Kape’s revenues were US\$230.7 million, with Proforma Adjusted EBITDA of US\$78.0 million. Revenues for the 6 months ended 30 June 2022 were US\$302.4 million (H1 2021: US\$95.5 million), with Proforma Adjusted EBITDA at US\$88.9 million (H1 2021: US\$28.7 million). As per the trading update dated 17 January 2023 (the “**Trading Update**”), revenue for 2022 is expected at c.US\$623 million and Proforma Adjusted EBITDA at c.US\$173 million (the “**Trading Update Proforma Adjusted EBITDA**”).

6. Unikmind’s intentions regarding Kape’s business, management and employees

Unikmind does not intend there to be any material changes to Kape’s business (save for potential acceleration of inorganic growth), broader strategic plans, or locations and places of business (including its headquarters and headquarters functions), as a result of the Offer and there is no intention to redeploy any of Kape’s fixed assets.

Unikmind intends to ensure that Kape will continue to focus on protecting consumers and their personal data, by delivering the most advanced privacy and security solutions and by implementing the highest digital privacy protocols required in all jurisdictions in which it operates.

By the nature of its business, Kape has an extensive and well-integrated global research and development division supporting growth and development across its entire business platform. Unikmind intends to continue to maintain and support this division, viewing it as essential for the maintenance of Kape’s market position, and to continue the buy-and-build strategy that the Directors of Unikmind believe may be possible to be accelerated in the private arena.

Should the Offer be successful, it is the intention of Unikmind to review Kape's balance sheet and decide, based upon the level of acceptances of the Offer, whether to implement an optimisation of its balance sheet. This may include the Cash Upstreaming, which will increase the leverage of the Company, in order to repay part or all of the aggregate current outstanding amount of the loans made under the Bridge Facilities.

Unikmind confirms that, following completion of the Offer, the existing employment rights, including pension rights, of the employees of Kape will be fully safeguarded in accordance with applicable law.

Unikmind does not intend to make any changes to the existing employer pension contribution arrangements, the accrual of pension benefits for existing members or the rights of admission of new members.

Once Kape ceases to be a listed company, a limited number of public company-related functions may be reduced in scope or become unnecessary, and as such Unikmind expects there to be a limited reduction in headcount in relation to these functions. However, given the opportunity to partner with other portfolio companies in Mr. Teddy Sagi's control, and in line with Unikmind's intentions to continue to grow the business, Unikmind believes there will be new opportunities for the affected Kape employees if they wish to pursue them.

It is Unikmind's intention to work with the executive management of Kape to determine the appropriate balance of skills and functions of employees and management post the Offer and with regard to the outcome of the Offer. There is no intention to alter the balance of skills and functions of employees and management of Kape beyond the anticipated reduction in headcount of Kape's public company-related functions. However, it remains possible that this view may change following discussions with the executive management of Kape.

Unikmind believes performance-based compensation to be an important tool in motivating and retaining talented employees. It is therefore Unikmind's intention to work with the executive management team, if the Offer becomes unconditional, to consider appropriate ongoing employee performance-based incentive arrangements.

Should Unikmind acquire (pursuant to the Offer or otherwise) voting rights representing 75 per cent. or more of the total voting rights of Kape, Unikmind intends that Kape will make an application to the London Stock Exchange for the cancellation of the admission to trading of Kape Shares on AIM, in which case, it would be possible to obtain the delisting on an accelerated timeline. Should Unikmind not so acquire voting rights representing 75 per cent. or more of the total voting rights of Kape, Unikmind nonetheless intends to requisition a general meeting of Kape to allow shareholders to vote on a delisting.

7. Kape Share Plan

Unikmind has been informed by Kape that the remuneration committee of the Company has exercised its discretion under the Kape Share Plan to resolve that all of the options and other awards under the Kape Share Plan (including the JOE Awards referred to in paragraph 8 below), which are "in the money" because the exercise price is lower than US\$3.44 which was equivalent to 285 pence at the Announcement Exchange Rate (together "**Relevant Awards**"), will, in connection with the Offer becoming unconditional, vest in full and that all performance conditions be waived.

Participants in the Kape Share Plan will be contacted regarding the effect of the Offer on their rights under the Kape Share Plan, and, where relevant, a proposal will be made in respect of their options in accordance with Rule 15 of the Code. The proposal to holders of already vested options and holder of the Relevant Awards will be that they will be able to exercise the options and accept the Offer if the Offer becomes or is declared unconditional.

Holders of options under the Kape Share Plan where the exercise price is higher than US\$3.44, which was equivalent to 285 pence at the Announcement Exchange Rate, will not receive the proposal, as participants would have to pay more per Kape Share to exercise their options than they would receive if they exercised their options and accepted the Offer.

Unikmind intends to take steps to procure that a shareholder resolution is passed as soon as possible after the Offer becomes or is declared unconditional to ensure that to the extent any Kape Shares are issued under the Kape Share Plan after the date that the Offer becomes or is declared unconditional, the resulting Kape Shares will automatically be transferred to Unikmind on the same terms (and for the same cash price per Kape Share) as the Offer (other than the terms as to timing and formalities).

8. JOE Awards

In addition, two individuals have been granted share awards over, in aggregate, 4 million Kape Shares (the “**JOE Awards**”). Pursuant to the terms of the JOE Awards, the Kape Shares underlying the JOE Awards have been issued and are being held on trust by Kape’s Employee Benefit Trust (the “**Employee Benefit Trust**”) (the “**JOE Shares**”).

The trustees of the Employee Benefit Trust (as legal owner of the JOE Shares) or the JOE Awards holders (as beneficiaries of the JOE Shares) will be eligible to accept the Offer in respect of all the JOE Shares once the Offer becomes or is declared unconditional, as the remuneration committee of the Company has exercised its discretion to resolve that the JOE Awards will, in connection with the Offer becoming unconditional, vest in full.

The holders of the JOE Awards will be contacted regarding how to accept the Offer in respect of the JOE Shares and the effect of the Offer on their rights under the JOE Awards.

9. Financing of the Offer

The cash consideration payable to Kape Shareholders by Unikmind under the terms of the Offer will be financed by Unikmind through the Shareholder Loan (as defined below), the Holdco Facility Agreement (as defined below) and the Bridge Facilities (as defined below).

The cash consideration payable to Kape Shareholders by Unikmind under the terms of the Offer (and any related fees, costs and expenses) will be financed by Unikmind through new equity and debt financing arrangements comprising: (i) an up to US\$ equivalent of £100,000,000 injection to be provided to Unikmind by Mr. Teddy Sagi by way of a subordinated shareholder loan (the “**Additional Loan**”) pursuant to the Shareholder Loan Agreement; (ii) a US\$267,000,000 facility (the “**Holdco Facility**”) to be provided to Unikmind by the lenders party thereto as documented in a facility agreement arranged by HSBC Private Bank (Suisse) SA (the “**Holdco Facility Agreement**”), which is personally guaranteed by Mr. Teddy Sagi; and (iii) two bridge facilities of US\$268,000,000 and US\$75,000,000 (the “**Bridge Facilities**”) to be provided to Unikmind by the lenders party thereto as documented in a facility agreement arranged by HSBC Bank plc (the “**Bridge Facilities Agreement**”), in each case on a certain funds basis customary for acquisition financings of this nature.

HSBC, as financial adviser to Unikmind, is satisfied that sufficient cash resources are available to Unikmind to enable it to satisfy in full the cash consideration payable to Kape Shareholders under the terms of the Offer.

10. Offer-related arrangements

Non-disclosure agreement

On 24 December 2022, Unikmind and Kape entered into a non-disclosure agreement in relation to the Offer (the “**Kape NDA**”), pursuant to which, amongst other things, Unikmind and Kape gave certain undertakings to each other, including: (i) subject to certain exceptions, including with respect to information relating to Kape or the Kape Group not to disclose it to third parties (other than to the Authorised Recipients in the context of the Offer including: (A) members of the Unikmind Group or Globe Invest (as defined therein), or any of their respective officers, employees and advisers; (B) Mr. Teddy Sagi; and (C) any named potential

finance provider to the Unikmind Group as Kape may (in each case) approve in advance in writing); and (ii) use such confidential information only for the purposes of considering, evaluating or negotiating the Offer and its financing. These confidentiality obligations will remain in force until the earlier of (i) completion of the Offer or (ii) two years from the date of the Kape NDA. The Kape NDA also contains standstill provisions which restrict Unikmind and Globe Invest, and any person acting in concert with Mr. Teddy Sagi from acquiring or offering to acquire any shares, securities or interest in Kape. Kape agreed to release Unikmind from certain of these restrictions to permit Unikmind to make the Offer.

Partial Standstill Release

On 10 February 2023, the Kape Board released Unikmind from certain of the provisions of the Kape NDA in order to allow it to make the Offer by way of the Partial Standstill Release.

Under the Partial Standstill Release, Kape has agreed to use reasonable endeavours, except to the extent that to do so is prohibited by applicable law, to provide Unikmind and its legal advisers, in a timely manner all such information and reasonable assistance within Kape's power or control as may be reasonably required by Unikmind for the purpose of any filings, notifications or submissions required under applicable law or regulation to be made to or with a relevant authority in order for the Offer to be completed or which would, if not satisfied or made, result in a criminal or material regulatory sanction for a member of the Unikmind Group or any of their respective directors or officers as a result of a completion of the Offer.

Under the Partial Standstill Release, Kape has agreed that Unikmind may make the Offer provided that the Offer is subject to the Acceptance Condition (as described in paragraph 11 below).

11. Conditions to the Offer

Unikmind is already the holder of approximately 54.27 per cent. of the issued ordinary shares of Kape.

The Offer will be subject to the Conditions and further terms set out in Appendix I to this document, which include:

- valid acceptances of the Offer having been received (and not validly withdrawn in accordance with the rules and requirements of the Code and the terms of the Offer) by no later than 1.00 p.m. (London time) on the Unconditional Date (or such other times and/or dates as Unikmind may specify, subject to the rules of the Code and where applicable with the consent of the Panel) in respect of such number of Kape Shares as shall, when aggregated with the Kape Shares already held by Unikmind at the date of the 2.7 Announcement and the Kape Shares acquired or unconditionally agreed to be acquired (whether pursuant to the Offer or otherwise) by Unikmind and/or any of its wholly-owned subsidiaries, represent Kape Shares carrying in aggregate at least 70 per cent. of the voting rights then exercisable at a general meeting of Kape (or such lesser percentage as Unikmind may decide, with the consent of Kape, provided that Unikmind together with its wholly-owned subsidiaries shall hold or have acquired or agreed to acquire (whether pursuant to the Offer or otherwise), directly or indirectly, Kape Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Kape) (the “**Acceptance Condition**”). Unless the Panel consents otherwise, the Acceptance Condition shall only be capable of being satisfied when all other Conditions set out in Part A of Appendix I have been satisfied or waived; and
- certain regulatory conditions, as set out in paragraph 1.2 of Part A of Appendix I to this document, namely:
 - if Unikmind has determined that a filing with the Committee on Foreign Investment in the United States (“**CFIUS**”) is required, Unikmind having notified the Offer and having received written CFIUS Clearance, or, if applicable, all pre-export requirements under License Exception ENC of the Export Administration Regulations (15 CFR §740.17) having been completed in lieu of a required CFIUS filing; and
 - approval, if required, from the Romanian FDI Commission.

Unikmind may request Kape to consent to the reduction of the 70 per cent. threshold in the Acceptance Condition to a lesser percentage if the following criteria are met: at the relevant time, Unikmind or another member of the Unikmind Group has announced by RIS that: (i) Unikmind or another member of the Unikmind Group has secured the support of Kape Shareholders holding Kape Shares (the “**Support Shares**”) the voting rights of which, when aggregated with the voting rights of Kape Shares that are owned by the Unikmind Group or which the Unikmind Group has acquired or unconditionally agreed to acquire (whether pursuant to the Offer or otherwise), represent at least 70 per cent. of the voting rights then exercisable at a general meeting of Kape; and (ii) the Support Shares are the subject of a legally binding unconditional written irrevocable undertaking to (A) either (i) vote in favour of a resolution to cancel admission of the Kape Shares to trading on AIM at a general meeting of Kape (including by way of a written resolution) (a “**Delisting Resolution**”) or (ii) sell the Support Shares to a member of the Unikmind Group at the Offer Price before the closing date of the Offer; and (B) not dispose of the Support Shares (other than to a member of the Unikmind Group) before either (i) a general meeting of Kape has been held at which a Delisting Resolution has been put to the vote or (ii) a written Delisting Resolution has been passed.

Subject to the satisfaction or waiver of the Conditions and certain further terms set out in Appendix I, it is expected that the Offer will become or be declared unconditional in the first half of 2023.

The Offer will lapse unless all of the Conditions have been fulfilled or, where permitted, waived or, where appropriate, have been determined by Unikmind to be or remain satisfied, by midnight (London time) on the earlier of the Unconditional Date or the Long-Stop Date (subject to the rules of the Code and where applicable, the consent of the Panel). Further details are set out in Appendix I to this document.

12. Delisting and compulsory acquisition

Regardless of the outcome of the Offer, Unikmind intends to requisition a general meeting of Kape to seek to pass a resolution to delist Kape from AIM (the “**Delisting**”) as soon as reasonably practicable following the Offer.

Accordingly, after the Offer becomes or is declared unconditional:

- if Unikmind has, by virtue of its shareholding (and the shareholdings of its wholly-owned subsidiaries) and acceptances of the Offer, acquired or unconditionally agreed to acquire Kape Shares carrying 75 per cent. or more of the voting rights of Kape, Unikmind intends to pass a written resolution approving the Delisting. A written resolution signed by shareholders representing not less than 75 per cent. of the total voting rights would become effective; or
- otherwise, Unikmind intends to requisition a general meeting of Kape to propose a shareholder resolution to effect the Delisting. Such a resolution would require the approval of members representing not less than 75 per cent. of the total voting rights of members who (being entitled to do so) vote in person or by proxy.

If the Offer does not become unconditional and/or lapses, Unikmind intends to requisition a general meeting of Kape to propose a shareholder resolution to effect the Delisting.

Should Unikmind requisition a general meeting to propose the Delisting Resolution, the directors of Kape will be bound to convene the meeting.

If the Delisting Resolution is passed (whether at a general meeting or by way of a written resolution), Unikmind intends that Kape will make an application to the London Stock Exchange for the cancellation of the admission to trading of Kape Shares on AIM as soon as practicable thereafter.

It is anticipated that, subject to any applicable requirements of the London Stock Exchange, cancellation of admission to trading of Kape Shares on AIM shall take effect no earlier than 20 Business Days after such application is made. Unikmind will notify Kape Shareholders when the application has been made and confirm that the notice period has commenced and the anticipated date of cancellation.

Following the Offer becoming or being declared unconditional and the Kape Shares having been delisted, Unikmind intends to procure that Kape adopts new articles of association more suited to a privately controlled company.

A Delisting would significantly reduce the liquidity and marketability of any Kape Shares in respect of which the Offer has not been accepted at that time and their value may be affected as a consequence. Any remaining Kape Shareholders would become minority shareholders in a privately controlled limited company and may be unable to sell their Kape Shares and there can be no certainty that any dividends or other distributions will be made by Kape in respect of future financial periods, or that the Kape Shareholders shall again be offered as much for the Kape Shares held by them as under the Offer.

If Unikmind receives acceptances under the Offer in respect of, and/or otherwise acquires, 90 per cent. or more of the Kape Shares affected by the Offer and assuming that the Conditions have been satisfied or waived (if capable of being waived), Unikmind intends, subject to the provisions of the IoM Companies Act, to exercise its rights in accordance with section 160 of that Act, to acquire compulsorily any Kape Shares not acquired or agreed to be acquired by or on behalf of Unikmind pursuant to the Offer or otherwise on the same terms as the Offer.

13. Dividends

If, on or after the date of the 2.7 Announcement, any dividend, distribution, or other return of value is declared, made or paid, or becomes payable by Kape, Unikmind reserves the right to reduce the Offer Price by the amount of any such dividend, distribution, or other return of value. In such circumstances, Kape Shareholders shall be entitled to retain any such dividend, distribution, or other return of value declared, made, or paid.

Should Delisting take place following the Offer becoming unconditional, Unikmind may choose to direct Kape to make the Possible Post-Closing Dividend as described in paragraph 3 above. There is no guarantee that Unikmind will choose to follow this route and indeed Unikmind may choose not to support the payment of future dividend payments resulting in remaining shareholders receiving no further dividends or other distributions from Kape in respect of future financial periods. Furthermore, the per share value of any Possible Post-Closing Dividend will be significantly less than the value afforded to Kape Shareholders under the terms of the Offer.

14. Disclosure of interests in Kape

As at close of business on 2 March 2023 (being the last practicable date before the date of this Offer Document), save as disclosed below, neither Unikmind, nor any of the Directors of Unikmind, nor, so far as the directors of Unikmind are aware, any person acting in concert with Unikmind for the purposes of the Offer, had any interest in, right to subscribe for, or had borrowed or lent any Kape Shares or securities convertible or exchangeable into Kape Shares, nor did any such person have any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to take delivery, or any dealing arrangement of the kind referred to in Note 11 of the definition of acting in concert in the Takeover Code, in relation to Kape Shares or in relation to any securities convertible or exchangeable into Kape Shares.

As at the close of business on 2 March 2023 (being the last practicable date prior to the publication of this Offer Document), Mr. Pierre Lallia is acting in concert with Unikmind and holds 15,000 Kape Shares. Mr. Lallia is a director of Kape appointed to this role by Unikmind and is a director of Globe Invest UK Ltd, an affiliate of Mr. Teddy Sagi.

| Name: | Number of Kape Shares: | Approximate percentage of existing issued share capital: |
|-------------------|-----------------------------------|---|
| Unikmind | 232,288,281 | 54.27%* |
| Mr. Pierre Lallia | 15,000 | 0.0% |
| HSBC Bank plc | 0 | 0.0% |

*Note: the percentage interest of Unikmind Holdings Limited in Kape Technologies plc as disclosed in this Offer Document is lower than the percentage interest published in the Rule 2.7 Announcement made on 13th February 2023 due to the inclusion of 4,000,000 shares held in Employee Benefit Trust as part of the total issued share capital.

15. Taxation

Your attention is drawn to Appendix IV to this document, headed “Taxation” which is provided as a general guide only. If you are in any doubt as to your tax position or are subject to taxation in any jurisdiction other than the United Kingdom and the Isle of Man, you should consult an appropriate professional adviser immediately.

16. Overseas Shareholders

The availability of the Offer to persons not resident in the United Kingdom or the Isle of Man may be affected by the laws of the relevant jurisdiction. Persons who are subject to the laws of any jurisdiction other than the United Kingdom or the Isle of Man should inform themselves about, and observe, any applicable requirements. If you remain in any doubt, you should consult your professional adviser in the relevant jurisdiction without delay.

The attention of Kape Shareholders who are citizens or residents of jurisdictions outside the Isle of Man or the United Kingdom or who are holding Kape Shares for such citizens or residents and any person (including, without limitation, any nominee, custodian or trustee) who may have an obligation to forward any document in connection with the Offer outside the Isle of Man or the United Kingdom is drawn to Part A, Part C and/or Part D of Appendix I to this document and, in respect of Kape Shares held in certificated form, to the relevant provisions of the Form of Acceptance, which they should read before taking any action.

The Offer is not being made, directly or indirectly in, into or from any Restricted Jurisdiction or any other jurisdiction where to do so would violate the laws of that jurisdiction, and it is not currently intended that the Offer shall be capable of acceptance by any such use, means, instrumentality or facility from within any such jurisdiction. Accordingly, persons who are unable to give the warranties set out in paragraph (b) of Part C and/or paragraph (c) of Part D of Appendix I to this document may be deemed not to have validly accepted the Offer.

Any Form of Acceptance received in an envelope postmarked in a Restricted Jurisdiction, or otherwise appearing to Unikmind or any of its agents to have been sent from any of these jurisdictions, may be rejected as an invalid acceptance of the Offer.

17. Notices for Kape Shareholders in the United States

The Offer is being made to acquire the securities of Kape, a company incorporated under the laws of the Isle of Man, and is being made in the United States in reliance on, and compliance with, the exemption from certain requirements of Regulation 14E under the US Securities Exchange Act of 1934 afforded by Rule 14d-1(d) thereunder. The Offer shall be made in the United States by Unikmind and no one else.

The Offer is subject to the disclosure and procedural requirements of the Isle of Man and the United Kingdom, which differ from those in the United States. In addition, the payment and settlement procedure with respect to the Offer shall comply with the relevant Isle of Man and United Kingdom rules, which differ from United States payment and settlement procedures. Neither the SEC, nor any securities commission of any state of the United States has approved the Offer, passed upon the fairness of the Offer or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offence in the United States.

In accordance with normal United Kingdom practice, Unikmind or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Kape outside of the US, other than pursuant to the Offer, before or during the period in which the Offer remains open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases shall be

disclosed as required by law or regulation in the Isle of Man, the United Kingdom and the United States, and, shall be reported to a RIS and shall be available on the London Stock Exchange website at www.londonstockexchange.com.

Financial information relating to Kape included in this document has been extracted from Kape's published financial statements, prepared in accordance with UK adopted international accounting standards (collectively, "IFRS"), and may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

Unikmind and Kape are organised under the laws of the Isle of Man. Some or all of the officers and directors of Unikmind and Kape, respectively, are residents of countries other than the United States. In addition, many of the assets of Unikmind and Kape are located outside the United States. As a result, it may be difficult for US Shareholders to effect service of process within the United States upon Unikmind or Kape or their respective officers or directors or to enforce against them a judgment of a US court predicated upon the federal or state securities laws of the United States.

18. Procedure for acceptance of the Offer

This paragraph should be read in conjunction with Parts B, C and D of Appendix I to this document and, in respect of Kape Shares held in certificated form (that is, not in CREST) the notes on the accompanying Form of Acceptance, which shall be deemed to be incorporated into, and form part of, the terms of the Offer.

Different procedures for acceptance apply depending on whether your Kape Shares are held in certificated or uncertificated form (that is, within CREST).

If you have any questions relating to the procedure for acceptance of the Offer, please contact the Receiving Agent, Equiniti, on +44 371 384 2050 between 8.30 am and 5.30 pm. Calls to the Receiving Agent from outside the UK are charged at applicable international rates. Different charges may apply to calls made from mobile phones and calls may be recorded and monitored randomly for security and training purposes. The Receiving Agent cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice. Additional Forms of Acceptance are available from the Receiving Agent upon request.

(a) *Kape Shares held in certificated form (that is, not in CREST)*

(i) Completion of the Form of Acceptance

Unless they validly elect otherwise, each Kape Shareholder accepting the Offer who holds their Kape Shares in certificated form will receive the consideration payable to them under the Offer in US\$.

Such Kape Shareholders may elect as part of each acceptance, by appropriately completing and returning the Form of Acceptance, to make use of the Currency Facility to have the consideration payable to them under the Offer paid in pounds Sterling. By electing to utilise the Currency Facility, Kape Shareholders may direct Unikmind to convert from US\$ into pounds Sterling and then remit to them (net of costs) the proceeds to which they are entitled as a result of their acceptance, which conversion Unikmind will, in its sole discretion, effect by (i) executing one or more market transactions over one or more Business Days; and/or (ii) applying the market exchange rate available on the relevant date to funds already available to Unikmind in pounds Sterling, with the relevant Kape Shareholders within the same Acceptance Block electing to use the Currency Facility receiving the benefit of a conversion at the same exchange rate and with all relevant costs being spread evenly on a per Kape Share basis amongst such Kape Shareholders falling within the same relevant Acceptance Block, as described in further detail in paragraph 7 of Part B of Appendix I.

If you hold your Kape Shares or any of them, in certificated form (that is, not in CREST), to accept the Offer in respect of those Kape Shares, you must complete, sign and return the enclosed Form of Acceptance in accordance with the instructions set out in this paragraph 18 below, in Part C of Appendix I to this document and in the Form of Acceptance.

You must complete Box 2 by inserting the total number of certificated Kape Shares held by you in respect of which you wish to accept the Offer. Note that this must be in respect of a whole number of Kape Shares.

If you hold Kape Shares in both certificated and uncertificated form and you wish to make a Currency Election in respect of both such holdings, you must make a separate election in respect of each holding. The Form of Acceptance assumes that a Kape Shareholder who holds Kape Shares in certificated form will make a Currency Election in respect of their entire holding of Kape Shares in certificated form. If you hold Kape Shares in certificated form and wish to make a Currency Election in respect of some (but not all) of your Kape Shares, please contact the Receiving Agent, Equiniti, on +44 371 384 2050 between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding English, Welsh or Isle of Man public holidays).

You must tick Box 4 in order to elect to have the consideration payable to you under the Offer paid in pounds Sterling.

In addition:

- (A) an individual must sign Box 5A on the Form of Acceptance in the presence of a witness who should also sign in accordance with the instructions printed on it for execution by individuals; or
- (B) a company must execute Box 5B of the Form of Acceptance in accordance with the instructions printed on it for execution by a company.

If you do not insert a number in Box 2 of the Form of Acceptance, or if you insert in Box 2 of the Form of Acceptance a number which is greater than the number of Kape Shares that you hold in certificated form and you have signed Box 5 of the Form of Acceptance you shall be deemed to have accepted the Offer in respect of the number of Kape Shares as explained in Part C of this document.

To accept the Offer in respect of less than all of your Kape Shares, you must insert in Box 2 of the Form of Acceptance such lesser number of Kape Shares in respect of which you wish to accept the Offer in accordance with the instructions printed on it. You should then follow the procedure set out in the above paragraphs.

(ii) Return of the Form of Acceptance

To accept the Offer, the completed Form of Acceptance should be returned by post to the Receiving Agent at Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, together with the relevant share certificate(s) and/or any other documents of title as soon as possible, and in any event, so as to be received by the Receiving Agent not later than 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document. A reply-paid envelope (valid for posting in the UK only) is enclosed for your convenience. No acknowledgement of receipt of documents shall be given.

Any Form of Acceptance received in an envelope post-marked in any Restricted Jurisdiction or otherwise appearing to Unikmind or its agents to have been sent from any Restricted Jurisdiction may be rejected as an invalid acceptance of the Offer, unless the requirements for eligibility to participate in the Offer have, in Unikmind's sole judgement, been met.

For further information on Kape Shareholders resident overseas, see paragraph 16 of this Part I.

(iii) Share certificates not readily available or lost

If your relevant share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, you should nevertheless complete, sign and return your completed Form of Acceptance as stated above by post so as to be received by the Receiving Agent at Equiniti,

Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, not later than 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document. You should send any share certificate(s) and/or other document(s) of title which you have available, accompanied by a letter stating that the remaining documents shall follow as soon as possible or that you have lost one or more of your share certificate(s) and/or other documents of title.

If subsequently available, you should then arrange for the relevant share certificate(s) and/or other document(s) of title to be forwarded as soon as possible. If you have lost your share certificate(s) and/or other document(s) of title, you should, as soon as possible, write to or telephone Kape's registrars, Computershare Investor Services PLC ("**Computershare**") at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ on +44 370 707 4040, requesting a letter of indemnity for the lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned by post to the Receiving Agent as stated above. New Share Certificates should be obtained from Computershare.

(iv) **Validity of acceptances**

Without prejudice to Parts B and C of Appendix I to this document, subject to the provisions of the Code, Unikmind reserves the right to treat as valid in whole or in part any acceptance of the Offer which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or other document(s) of title. In such event, no settlement of consideration under the Offer shall be made until after the relevant share certificate(s) and/or other document(s) of title or indemnities reasonably satisfactory to Unikmind have been received.

(b) ***Kape Shares held in uncertificated form (that is, in CREST)***

(i) **General**

Unless they validly elect otherwise, each Kape Shareholder accepting the Offer who holds their Kape Shares in uncertificated form (that is, in CREST) will receive the consideration payable to them under the Offer in US\$.

Such Kape Shareholders may elect as part of each acceptance, by making the relevant TTE Instruction through CREST, to make use of the Currency Facility to have the consideration payable to them under the Offer paid in pounds Sterling. By electing to utilise the Currency Facility, Kape Shareholders may direct Unikmind to convert from US\$ into pounds Sterling and then remit to them (net of costs) the proceeds to which they are entitled as a result of their acceptance, which conversion Unikmind will, in its sole discretion, effect by (i) executing one or more market transactions over one or more Business Days; and/or (ii) applying the market exchange rate available on the relevant date to funds already available to Unikmind in pounds Sterling, with the relevant Kape Shareholders within the same Acceptance Block electing to use the Currency Facility receiving the benefit of a conversion at the same exchange rate and with all relevant costs being spread evenly on a per Kape Share basis amongst such Kape Shareholders falling within the same relevant Acceptance Block, as described in further detail in paragraph 7 of Part B of Appendix I.

If your Kape Shares are held in uncertificated form and you wish to make a Currency Election, to accept the Offer you should take (or procure the taking of) the action set out below to transfer those Kape Shares in respect of which you wish to accept the Offer to the appropriate escrow balance(s), specifying the Receiving Agent (in its capacity as a CREST participant under the Escrow Agent's relevant participant ID referred to below) as the Escrow Agent, as soon as possible and in any event so that the TTE instruction settles by not later than 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document. Note that

settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is non-operational) – you should therefore ensure that you time the input of any TTE instructions accordingly.

Each Kape Shareholder accepting the Offer who holds Kape Shares in uncertificated form and does not make a valid Currency Election must ensure that an active Cash Memorandum Account is in place in CREST. In the absence of a Cash Memorandum Account, the payment of the consideration will not settle, resulting in a delay and the settlement of the consideration outside of CREST.

The input and settlement of a TTE instruction in accordance with this paragraph shall (subject to satisfying the requirements set out in Part D of Appendix I to this document) constitute an acceptance of the Offer in respect of the number of Kape Shares in uncertificated form so transferred to escrow.

If you are a CREST sponsored member, you should contact your CREST Sponsor before taking any action. Only your CREST Sponsor shall be able to send the TTE instruction(s) to Euroclear in relation to your Kape Shares.

After settlement of a TTE instruction, you shall not be able to access the Kape Shares concerned in CREST for any transaction or charging purposes. If the Offer becomes or is declared unconditional, the Escrow Agent shall transfer the Kape Shares concerned in accordance with paragraph (e)(i) of Part D of Appendix I to this document.

You are recommended to refer to the CREST manual published by Euroclear for further information on the CREST procedures outlined below.

You should note that Euroclear does not make available special procedures, in CREST, for any particular corporate action. Normal system timings and limitations shall therefore apply in connection with a TTE instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE instruction relating to your Kape Shares to settle as soon as possible and, in any event, so as to be received not later than 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document. You are referred in particular to those sections of the CREST Manual concerning the practical limitations of the CREST system and timings.

- (ii) To accept the Offer and to select the settlement currency
- To accept the Offer in respect of Kape Shares held in uncertificated form, you should send (or, if you are a CREST Sponsored Member, procure that your CREST Sponsor sends) to Euroclear a TTE instruction in relation to such shares. A TTE instruction to Euroclear must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain the following details:
- the number of Kape Shares in respect of which you wish to accept the Offer (i.e. the number of Kape Shares to be transferred to escrow);
 - the ISIN number for Kape Shares. This is IM00BQ8NYV14;
 - your member account ID;
 - your participant ID;
 - the participant ID of the Escrow Agent (this is 2RA05), acting in its capacity as the Receiving Agent;

- the relevant member account ID of the Escrow Agent:
 - this is UNKKAP01 if you wish to accept the Offer and receive settlement in USD; and
 - this is UNKKAP02 if you wish to accept the Offer and receive settlement in pounds Sterling (and thus utilise the Currency Facility);
- the intended settlement date. This should be as soon as possible and, in any event, not later 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document;
- the corporate action number of the Offer (this is allocated by Euroclear and shall be available on screen from Euroclear);
- input with a standard delivery instruction priority of 80; and
- a contact name and telephone number of the accepting Kape Shareholder inserted in the shared note field.

If you hold Kape Shares in Uncertificated Form through one or more intermediaries, such as a stockbroker, custodian bank or clearing system, you should confirm the instruction deadline which such intermediaries have established to accept the Offer on your behalf. The custodian bank or stockbroker may set an earlier deadline for receiving instructions from you in order to permit the custodian bank or stockbroker to communicate acceptances to the Receiving Agent in a timely manner. In order for acceptances to be counted towards the Acceptance Condition, you may need to take action well in advance of the announced deadline for acceptance.

TTE Instructions in relation to Currency Elections may only be made in relation to a specified number of Kape Shares. If you hold Kape Shares in both certificated and uncertificated form and you wish to make a Currency Election in respect of both such holdings, you must make a separate election in respect of each holding.

(iii) Validity of Acceptances

Holders of Kape Shares in uncertificated form who wish to accept the Offer should note that a TTE instruction shall only be a valid acceptance of that Offer as at the closing date if it has settled on or before 1.00 p.m. on that date. A Form of Acceptance which is received in respect of Kape Shares held in uncertificated form shall be treated as an invalid acceptance and may be disregarded.

(iv) Overseas Shareholders

The attention of Kape Shareholders holding Kape Shares in uncertificated form and who are citizens or residents of jurisdictions outside the Isle of Man or the United Kingdom is drawn to paragraph 8 of Part B and paragraph (c) of Part D of Appendix I to this document.

Unikmind will make an appropriate announcement if any of the details contained in this paragraph 18 alter for any reason.

Normal CREST procedures (including timings) apply in relation to any Kape Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Offer (whether any such conversion arises as a result of a transfer of Kape Shares or otherwise). Holders of Kape Shares who are proposing to convert any such shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Offer (in particular, as regards delivery of a Form of Acceptance, share certificate(s) or other

documents of title or transfers to an escrow balance as described above) prior to 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document.

If you have any questions relating to the procedure for acceptance of the Offer, please contact the Receiving Agent, Equiniti on +44 371 384 2050 between 8.30 am and 5.30 pm. Calls to the Receiving Agent from outside the UK are charged at applicable international rates. Different charges may apply to calls made from mobile phones and calls may be recorded and monitored randomly for security and training purposes. The Receiving Agent cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice. You are reminded that, if you are a CREST Sponsored Member, you should contact your CREST Sponsor before taking any action. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

19. Settlement

Subject to the Offer becoming or being declared unconditional (and except as provided in paragraph 8 of Part B of Appendix I in the case of certain Overseas Shareholders), settlement of the consideration to which any Kape Shareholder (or the first-named shareholder in the case of joint holders) is entitled under the Offer shall be effected within 14 calendar days of the later of (i) in the case of acceptances received, complete in all respects, the date on which the Offer becomes or is declared unconditional; and (ii) in the case of acceptances received, complete in all respects, after such date but while the Offer remains open for acceptances, the date of receipt of a valid and complete acceptance, in the following manner:

- (a) **Kape Shares held in certificated form (that is, not in CREST)**
Where an acceptance relates to Kape Shares held in certificated form, settlement of any cash due shall be despatched by first class post (or such other method as may be approved by the Panel) to accepting Kape Shareholders or their appointed agents (but not into any Restricted Jurisdiction unless Unikmind, in its sole discretion, determines otherwise). All such cash payments shall be made in US\$ by cheque drawn on a branch of a UK clearing bank unless Kape Shareholders elect to use the Currency Facility as described in further detail in paragraph 7 of Part B of Appendix I.
- (b) **Kape Shares held in uncertificated form (that is, in CREST)**
Where an acceptance relates to Kape Shares held in uncertificated form, the cash consideration in either US\$ or pounds Sterling to which an accepting Kape Shareholder is entitled shall be paid by means of a CREST payment in favour of the accepting Kape Shareholder's payment bank in respect of the cash consideration due, in accordance with CREST assured payment arrangements. Unikmind reserves the right to settle all or any part of the consideration referred to in this paragraph, for all or any accepting Kape Shareholder(s), in the manner referred to in paragraph 19(a) above, if, for any reason, it wishes to do so, except in circumstances where the accepting Kape Shareholder has informed the Receiving Agent in writing prior to the Offer becoming or being declared unconditional that it is unwilling to accept settlement of the consideration by cheque.
- (c) **Lapsing or withdrawal of the Offer**
If the Offer does not become or is not declared unconditional:
 - in the case of Kape Shares held in certificated form, the relevant Form of Acceptance, share certificate(s) and/or other document(s) of title shall be returned by post (or by such other method as may be approved by the Panel) within 14 days of the Offer lapsing to the person or agent whose name and address (outside a Restricted Jurisdiction) is set out in the Form of Acceptance or, if none is set out, to the first named holder at their registered address (provided that no such documents shall be sent to an address in a Restricted Jurisdiction); and
 - in the case of Kape Shares held in uncertificated form, the Receiving Agent shall, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not

exceeding 14 days after the lapsing of the Offer), give TTE instructions to Euroclear to transfer all Kape Shares held in escrow balances and in relation to which it is the Receiving Agent for the purposes of the Offer to the original available balances of the Kape Shareholders concerned.

All remittances, communications, notices, certificates and documents of title sent by, to or from Kape Shareholders or their appointed agents shall be sent at their own risk. Aggregate entitlements of Kape Shareholders to the consideration under the terms of the Offer shall be rounded down to the nearest pence.

20. Further information

The terms of and Conditions to the Offer are set out in full in Appendix I to this document. Your attention is drawn to the further information set out in the Appendices, which form part of this document, and, if your Kape Shares are in certificated form, to the accompanying Form of Acceptance which should be read in conjunction with this document.

21. Action to be taken

The Offer will remain open for acceptance until 1.00 p.m. (London time) on the Unconditional Date, which is 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document.

To accept the Offer:

- (a) If you hold Kape Shares in certificated form (that is, not in CREST), you should complete, sign and return the enclosed Form of Acceptance (together with your valid share certificate(s) and/or other relevant document(s) of title) by post to the Receiving Agent at Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, as soon as possible and, in any event, so as to be received by the Receiving Agent not later than 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document. A reply-paid envelope is enclosed for your convenience for use in the UK only.
- (b) If you hold Kape Shares in uncertificated form (that is, in CREST), you should NOT return the Form of Acceptance but instead you should follow the procedure for Electronic Acceptance through CREST so that the TTE instruction settles as soon as possible and, in any event, not later than 1.00 p.m. on 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document.
- (c) If you do NOT wish to accept the Offer, you should take no action.

If you have any questions relating to acceptance of the Offer, please contact the Receiving Agent, Equiniti, on +44 371 384 2050. 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 8:30 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales or the Isle of Man. Please note that the Receiving Agent cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

Yours faithfully

Antigoni Fakonti
For and on behalf of Unikmind

APPENDIX I

CONDITIONS TO, AND FURTHER TERMS OF, THE OFFER

PART A CONDITIONS TO THE OFFER

1. Conditions

1.1 Acceptance Condition

- (a) Valid acceptances of the Offer having been received (and not validly withdrawn in accordance with the rules and requirements of the Code and the terms of the Offer) by no later than 1.00 p.m. (London time) on the Unconditional Date (or such other times and/or dates as Unikmind may specify, subject to the rules of the Code and where applicable with the consent of the Panel) in respect of such number of Kape Shares as shall, when aggregated with the Kape Shares already held by Unikmind at the date of the 2.7 Announcement and any Kape Shares acquired or unconditionally agreed to be acquired (whether pursuant to the Offer or otherwise) by Unikmind and/or any of its wholly-owned subsidiaries, represent Kape Shares carrying in aggregate at least 70 per cent. of the voting rights then exercisable at a general meeting of Kape (or such lesser percentage as Unikmind may decide, with the consent of Kape, provided that Unikmind together with its wholly-owned subsidiaries shall hold or have acquired or agreed to acquire (whether pursuant to the Offer or otherwise), directly or indirectly, Kape Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Kape) (the “**Acceptance Condition**”). Unless the Panel consents otherwise, the Acceptance Condition shall only be capable of being satisfied when all other Conditions set out in this Part A have been satisfied or waived.
- (b) For the purposes of the Acceptance Condition:
 - (i) Kape Shares which have been unconditionally allotted but not issued before the Offer becomes or is declared unconditional, whether pursuant to the exercise of any outstanding subscription, option or conversion rights or otherwise, shall be deemed to carry the voting rights they shall carry upon issue; and
 - (ii) all percentages of voting rights and share capital are to be calculated by reference to the number of issued Kape shares excluding any and all shares held in treasury by Kape from time to time.

1.2 Regulatory Conditions

Subject to the provisions of Part B of this Appendix I below and the requirements of the Panel in accordance with the Code, the Offer will also be conditional upon the satisfaction or, where relevant, waiver of the following Conditions, and, accordingly, the Offer will not become or be declared unconditional unless the following Conditions (as amended, if appropriate), have been satisfied or, where relevant, waived:

- (a) United States (Regulatory Clearances – Foreign Investment)
 - (i) if Unikmind has determined that a filing with CFIUS is required, Unikmind having notified the Offer and having received written CFIUS Clearance (as described below), or, if applicable, all pre-export requirements under License Exception ENC of the Export Administration Regulations (15 CFR §740.17) having been completed in lieu of a required CFIUS filing.

- (ii) “**CFIUS Clearance**” as used in this section shall mean CFIUS has determined either that:
 - (A) the Offer is not a “covered transaction” and not subject to review under applicable law;
 - (B) it is a “covered transaction”, and there are no unresolved national security concerns with respect to the Offer or any matter relating to the Offer;
 - (C) in the event of submission of a declaration, CFIUS is not able to conclude action under section 721 with respect to the Offer on the basis of the declaration but has not requested a notice filing; or
 - (D) CFIUS has sent a report regarding the Offer to the President of the United States (the “**President**”), and the President has declined to suspend or prohibit the Offer, or the time for the President to take action has elapsed without any such action being taken, announced or threatened.
- (b) Romania
 - (i) The Romanian FDI Commission having either:
 - (A) approved the acquisition of Kape Shares pursuant to the Offer (or otherwise in connection with the Offer); or
 - (B) confirmed that such acquisition does not require the prior approval of the Romanian FDI Commission.

Notwithstanding anything in this paragraph 1.2 to the contrary, in no event shall Unikmind be required to accept (i) any material restriction, requirement or limitation on the operations of Unikmind or operations of Kape, or (ii) any other mitigation measures that would be reasonably expected to (A) have a material adverse effect on Kape and its subsidiaries or (B) prevent Unikmind from directing or causing the direction of the management and policies of Kape, in order to receive any necessary regulatory clearances.

1.3 Official Authorisations, regulatory clearances and third party clearances

- (a) The waiver (or non-exercise within any applicable time limits) by any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction (each a “**Third Party**”) of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Kape Group taken as a whole) arising as a result of or in connection with the Offer including, without limitation, its implementation and financing or the proposed direct or indirect Offer of any shares or other securities in, or control or management of, Kape by Unikmind or any member of the Wider Unikmind Group;
- (b) All necessary filings or applications having been made in connection with the Offer and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Offer by any member of the Wider Unikmind Group of any shares or other securities in, or control of, Kape and all Authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals reasonably deemed necessary or appropriate by Unikmind or any member of the Wider Unikmind Group for or in respect of the Offer including without limitation, its implementation and financing or the proposed direct or indirect Offer of any shares or other securities in, or control of, Kape or any member of the Wider Kape Group by any member of the Wider Unikmind Group having been obtained in terms and in a form satisfactory to Unikmind from all appropriate Third Parties or persons with whom any member of the Wider Kape Group has entered into contractual arrangements and all such material Authorisations, orders, grants,

recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals necessary or appropriate to carry on the business of any member of the Wider Kape Group which is material in the context of the Wider Unikmind Group or the Kape Group as a whole or of the financing of the Offer remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Offer becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;

- (c) No Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), or having enacted, made or proposed any statute, regulation, decision or order, or change to published practice or having taken any other steps, and there not continuing to be outstanding any statute, regulation, decision or order, which in each case would or might reasonably be expected to:
- (i) require, prevent or delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Unikmind Group or any member of the Wider Kape Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider Unikmind Group or the Wider Kape Group in either case taken as a whole;
 - (ii) require, prevent or delay the divestiture by any member of the Wider Unikmind Group of any shares or other securities in Kape;
 - (iii) impose any material limitation on, or result in a delay in, the ability of any member of the Wider Unikmind Group directly or indirectly to acquire or to hold or to exercise effectively any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Kape Group or the Wider Unikmind Group or to exercise voting or management control over any such member;
 - (iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Unikmind Group or of any member of the Wider Kape Group to an extent which is material in the context of the Wider Unikmind Group or the Wider Kape Group in either case taken as a whole;
 - (v) make the Offer or its implementation or the Offer or proposed Offer by Unikmind or any member of the Wider Unikmind Group of any shares or other securities in, or control of Kape void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise interfere with the same, or impose additional conditions or obligations with respect thereto;
 - (vi) require any member of the Wider Unikmind Group or the Wider Kape Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Kape Group or the Wider Unikmind Group owned by any third party;
 - (vii) impose any limitation on the ability of any member of the Wider Kape Group to co-ordinate its business, or any part of it, with the businesses of any other members which is adverse to and material in the context of the Wider Kape Group taken as a whole or in the context of the Offer; or
 - (viii) result in any member of the Wider Kape Group ceasing to be able to carry on business under any name under which it presently does so, and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or

reference or any other step under the laws of any jurisdiction in respect of the Offer or the Offer or proposed Offer of any Kape Shares having expired, lapsed or been terminated;

1.4 Certain matters arising as a result of any arrangement, agreement etc.

- (a) Except as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Kape Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, or any circumstance which in consequence of the Offer or the proposed Offer of any shares or other securities (or equivalent) in Kape or because of a change in the control or management of Kape or otherwise, could or might result in any of the following to an extent which is material and adverse in the context of the Wider Kape Group, or the Wider Unikmind Group, in either case taken as a whole, or in the context of the Offer:
- (i) any moneys borrowed by or any other indebtedness or liabilities (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
 - (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or affected or any obligation or liability arising or any action being taken or arising thereunder;
 - (iii) any asset or interest of any such member being or failing to be disposed of or charged or ceasing to be available to any such member or any right arising under which any such asset or interest could be required to be disposed of or charged or could cease to be available to any such member otherwise than in the ordinary course of business;
 - (iv) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property, assets or interest of any such member;
 - (v) the rights, liabilities, obligations or interests of any such member, or the business of any such member with, any person, firm, company or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
 - (vi) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
 - (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
 - (viii) the creation or acceleration of any liability, actual or contingent, by any such member (including any material tax liability or any obligation to obtain or acquire any material Authorisation, notice, waiver, concession, agreement or exemption from any Third Party or any person) other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Offer,

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Kape Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this Condition;

1.5 Certain events occurring since Last Accounts Date

- (a) Except as Disclosed, no member of the Wider Kape Group having, since the Last Accounts Date:
- (i) save as between Kape and wholly-owned subsidiaries of Kape or for Kape Shares issued under or pursuant to the exercise of options and vesting of awards granted under the Kape Share Plan, issued or agreed to issue, authorised or proposed the issue of additional shares of any class;
 - (ii) save as between Kape and wholly-owned subsidiaries of Kape or for the grant of options and awards and other rights under the Kape Share Plan, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
 - (iii) other than to another member of the Kape Group, prior to completion of the Offer, recommended, declared, paid or made any dividend or other distribution payable in cash or otherwise or made any bonus issue;
 - (iv) save for intra-Kape Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, disposal, transfer, mortgage, charge or security interest, in each case, other than in the ordinary course of business and, in each case, to the extent which is material in the context of the Wider Kape Group taken as a whole;
 - (v) save for intra-Kape Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital in each case, to the extent which is material in the context of the Wider Kape Group taken as a whole;
 - (vi) issued, authorised or proposed the issue of, or made any change in or to, any debentures or (save for intra-Kape Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any contingent liability;
 - (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraphs (i) or (ii) above, made any other change to any part of its share capital in each case, to the extent which is material in the context of the Wider Kape Group taken as a whole;
 - (viii) save for intra-Kape Group transactions, implemented, or authorised, proposed or announced its intention to implement, any reconstruction, merger, demerger, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business;
 - (ix) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which involves or could involve an obligation of such a nature or magnitude other than in the ordinary course of business, in each case, to the extent which is material in the context of the Wider Kape Group taken as a whole;
 - (x) (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or steps or had any legal proceedings started or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, manager, trustee or similar officer of all

or any part of its assets or revenues or any analogous proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed, in each case, to the extent which is material in the context of the Wider Kape Group taken as a whole;

- (xi) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Kape Group or the Wider Unikmind Group other than of a nature and extent which is normal in the context of the business concerned;
- (xii) waived or compromised any claim otherwise than in the ordinary course of business which is material in the context of the Wider Kape Group taken as a whole;
- (xiii) made any material alteration to its memorandum or articles of association or other incorporation documents;
- (xiv) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (xv) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or proposed to, effect any of the transactions, matters or events referred to in this Condition 1.5;
- (xvi) made or agreed or consented to any change to:
 - (A) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Kape Group for its directors, employees or their dependents;
 - (B) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
 - (C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - (D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, to the extent which is material in the context of the Wider Kape Group taken as a whole;

- (xvii) proposed, agreed to provide or modified the terms of any of the Kape Share Plan or other benefit constituting a material change relating to the employment or termination of employment of a material category of persons employed by the Wider Kape Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider Kape Group, save as agreed by the Panel (if required) and by Unikmind, or entered into or changed the terms of any contract with any director or senior executive;
- (xviii) taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Kape Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Code;
- (xix) entered into or varied in a material way the terms of, any contracts, agreement or arrangement with any of the directors or senior executives of any members of the Wider Kape Group; or

- (xx) waived or compromised any claim which is material in the context of the Wider Kape Group taken as a whole, otherwise than in the ordinary course.

1.6 No adverse change, litigation or regulatory enquiry

(a) Except as Disclosed, since the Last Accounts Date:

- (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Kape Group which, in any such case, is material in the context of the Wider Kape Group taken as a whole and no circumstances have arisen which would or might reasonably be expected to result in such adverse change or deterioration;
- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Kape Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no enquiry, review or investigation by, or complaint or reference to, any Third Party or other investigative body against or in respect of any member of the Wider Kape Group having been instituted, announced, implemented or threatened by or against or remaining outstanding in respect of any member of the Wider Kape Group which in any such case has had or might reasonably be expected to have an adverse effect on the Wider Kape Group taken as a whole or in the context of the Offer;
- (iii) no contingent or other liability of any member of the Wider Kape Group having arisen or become apparent to Unikmind or increased which has had or might reasonably be expected to have an adverse effect on the Wider Kape Group taken as a whole; or in the context of the Offer;
- (iv) no enquiry or investigation by, or complaint or reference to, any Third Party having been threatened, announced, implemented, instituted by or remaining outstanding against or in respect of any member by or the Wider Kape Group which in any case is material in the context of the Wider Kape Group taken as a whole;
- (v) no member of the Wider Kape Group having conducted its business in breach of any applicable laws and regulations and which is material in the context of the Wider Kape Group as a whole or material in the context of the Offer; and
- (vi) no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Wider Kape Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which has had, or would reasonably be expected to have, an adverse effect on the Wider Kape Group taken as a whole;

1.7 No discovery of certain matters

(a) Except as Disclosed, Unikmind not having discovered:

- (i) that any financial, business or other information concerning the Wider Kape Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Kape Group is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading and which was not subsequently corrected before the date of this document by disclosure either publicly or otherwise to Unikmind or its professional advisers, in each case, to the extent which is material in the context of the Wider Kape Group taken as a whole;
- (ii) that any member of the Wider Kape Group or partnership, company or other entity in which any member of the Wider Kape Group has a significant economic interest and which is not a subsidiary undertaking of Kape, is subject to any liability (contingent or

otherwise) which is not disclosed in Kape's annual report and accounts for the financial year ended 31 December 2021 or the interim report and results for the 6 months ended 30 June 2022, in each case, to the extent which is material in the context of the Wider Kape Group taken as a whole; or

- (iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Kape Group and which is material in the context of the Wider Kape Group taken as a whole;
- (b) Except as Disclosed, Unikmind not having discovered that:
- (i) any past or present member of the Wider Kape Group has failed to comply with any and/or all applicable legislation or regulation, of any jurisdiction with regard to data privacy, protection and management and/or the use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such use, treatment, handling, storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which storage, carriage, disposal, spillage, release, discharge, leak or emission would be likely to give rise to any liability (actual or contingent) or cost on the part of any member of the Wider Kape Group and which is material in the context of the Wider Kape Group taken as a whole;
 - (ii) there is, or is likely to be, for any reason whatsoever, any liability (actual or contingent) of any past or present member of the Wider Kape Group to make good, remediate, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Kape Group (or on its behalf) or by any person for which a member of the Wider Kape Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest, under any environmental legislation, regulation, notice, circular or order of any Third Party and which is material in the context of the Wider Kape Group taken as a whole or the Offer;
 - (iii) circumstances exist (whether as a result of the making of the Offer or otherwise) which would be reasonably likely to lead to any Third Party instituting, or whereby any member of the Wider Unikmind Group or any present or past member of the Wider Kape Group would be likely to be required to institute, any data protection related procedures and/or an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Kape Group (or on its behalf) or by any person for which a member of the Wider Kape Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest which is material in the context of the Wider Kape Group taken as a whole or the Offer; or
 - (iv) circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any software, data privacy products, service or any other product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Kape Group which claim or claims would be likely, materially and adversely, to affect any

member of the Wider Kape Group and which is material in the context of the Wider Kape Group taken as a whole or the Offer.

1.8 Anti-corruption, economic sanctions, criminal property and money laundering

(a) Except as Disclosed, Unikmind not having discovered that:

- (i) (A) any past or present member, director, officer or employee of the Wider Kape Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks or (B) any person that performs or has performed services for or on behalf of the Wider Kape Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks;
- (ii) any asset of any member of the Wider Kape Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or any member of the Wider Kape Group is found to have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering;
- (iii) any past or present member, director, officer or employee of the Wider Kape Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:
 - (A) any government, entity or individual in respect of which US, UK, Isle of Man or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK, Isle of Man or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HMRC; or
 - (B) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the United Kingdom, the Isle of Man, the European Union or any of its member states, save that this shall not apply if and to the extent that it is or would be unenforceable by reason of breach of any applicable blocking law ("**Blocking Law**");
- (iv) any past or present member, director, officer or employee of the Wider Kape Group, or any other person for whom any such person may be liable or responsible:
 - (A) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the U.S. Anti-Terrorism Act;
 - (B) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State;

- (C) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour;
- (D) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organization or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or
- (v) any member of the Wider Kape Group is or has been engaged in any transaction which would cause Unikmind to be in breach of any law or regulation upon its offer for Kape, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control, or HMRC, or any other relevant government authority.

2. Certain further terms of the Offer

- 2.1 The Offer is subject to the satisfaction (or waiver, if permitted) of the Conditions set out in paragraph 1 of Part A of this Appendix I and to the full terms and conditions which shall be set out in this document and the Form of Acceptance.
- 2.2 The Offer will lapse unless the above Conditions have been fulfilled or, where permitted, waived or, where appropriate, have been determined by Unikmind to be or remain satisfied, by midnight (London time) on the earlier of the Unconditional Date and the Long-stop Date (subject to the rules of the Code and, where applicable, the consent of the Panel).
- 2.3 Under Rule 13.5(a) of the Code and subject to paragraph 2.4, Unikmind may only invoke a Condition so as to cause the Offer not to proceed, to lapse, or to be withdrawn with the consent of the Panel. The Panel shall normally only give its consent if the circumstances which give rise to the right to invoke the Condition are of material significance to Unikmind in the context of the Offer. This shall be judged by reference to the facts of each case at the time that the relevant circumstances arise.
- 2.4 The Acceptance Condition is not subject to Rule 13.5(a) of the Code.
- 2.5 Any Condition that is subject to Rule 13.5(a) of the Code may be waived by Unikmind.
- 2.6 Save as may otherwise be required by the Panel, the Offer shall not proceed, shall lapse or shall be withdrawn on the Long-stop Date if:
 - (a) sufficient acceptances have not been received so as to enable the Acceptance Condition to be satisfied; or
 - (b) where sufficient acceptances have been received so as to enable the Acceptance Condition to be satisfied, with the consent of the Panel, if a Condition relating to an official authorisation or regulatory clearance has not been satisfied or waived and the Panel consents to the Offer not proceeding, lapsing or being withdrawn.

PART B
FURTHER TERMS OF THE OFFER

The following further terms and conditions apply to the Offer, unless the contrary is expressed or the context requires otherwise.

1. Definitions

Unless the context requires otherwise, any reference in this Part B, Part C, or Part D of this Appendix I and in the Form of Acceptance to:

- (a) the Acceptance Condition means the condition set out in paragraph 1.1 of Part A of this Appendix I;
- (b) the Acceptance Condition becoming or being satisfied means the Acceptance Condition becoming or being declared satisfied and references to satisfaction of the Acceptance Condition shall be construed accordingly;
- (c) acceptances of the Offer includes deemed acceptances of the Offer;
- (d) an ACIN means a notice in which Unikmind gives notice of its intention to invoke the Acceptance Condition so as to cause the Offer to lapse in accordance with Rule 31.6 of the Code;
- (e) acting in concert with Unikmind means any such person acting or deemed to be acting in concert with Unikmind for the purposes of the Code and the Offer;
- (f) as may be required by the Code includes as may be required by the Panel;
- (g) Business Day shall be to that term as defined in the Code;
- (h) Day 39, Day 46 and Day 60 mean, respectively, 14 April 2023, 21 April 2023 and 5 May 2023 or such other date as may otherwise be set as being such Day of the timetable of the Offer in accordance with the Code;
- (i) the Offer includes any revision, variation, renewal or extension of the Offer and includes any election available in connection with the Offer;
- (j) the Offer Period means, in relation to the Offer, the period commencing on 13 February 2023, until the time and date of an announcement that the Offer has either:
 - (i) lapsed in accordance with its terms or been withdrawn; or
 - (ii) become unconditional;
 - (iii) an official authorisation or regulatory clearance shall be to that term as referred to in the Code; and
- (k) the Offer becoming unconditional means the Offer becoming or being declared unconditional in accordance with its terms.

2. Offer timetable and acceptance period

- 2.1 Save as provided in this paragraph 2 of this Part B, the Offer shall initially be open for acceptance until 1.00 p.m. on the Unconditional Date, which is 5 May 2023 unless the Unconditional Date is brought forward by Unikmind publishing an Acceleration Statement in accordance with the requirements of the Code and as further described in paragraph 2.3 of Part B of Appendix I of this Offer Document.
- 2.2 Unikmind reserves the right (but shall not be obliged) at any time to bring forward the date by which all of the Conditions must be satisfied or waived (and therefore shorten the period for which the Offer is open for acceptance) by publishing an Acceleration Statement in accordance with the requirements of the Code specifying a new Unconditional Date, provided always that such Unconditional Date will

not be (i) earlier than 27 March 2023 or (ii) less than 14 days from the date on which the Acceleration Statement is published.

- 2.3 If Unikmind publishes an Acceleration Statement or an ACIN (being a notice in which Unikmind gives notice of its intention to invoke the Acceptance Condition so as to cause the Offer to lapse in accordance with Rule 31.6 of the Code) it will make an announcement of the new Unconditional Date, or the date on which it intends to seek to invoke the Acceptance Condition, as applicable, in the manner described in paragraph 2 of this Part B and give oral or written notice of such date to the Receiving Agent.
- 2.4 Unikmind reserves the right (but shall not be obliged, other than as may be required by the Code) to request at any time that the Panel extends Day 60 (and therefore the period for which the Offer is open for acceptance), including (without limitation) by requesting that the Panel suspends the timetable for the Offer under Rule 31.4 of the Code if one or more Conditions relating to an outstanding official authorisation or regulatory clearance has not been satisfied or waived (which right is also reserved).
- 2.5 If:
- (a) Day 60 is extended;
 - (b) the timetable for the Offer is suspended; or
 - (c) the timetable for the Offer resumes following a suspension of the timetable for the Offer,
- Unikmind shall, if required by the Panel, make an announcement of such extension, suspension or resumption (as applicable) in the manner described in paragraph 3 of this Part B and give oral or written notice of such extension, suspension or resumption (as applicable) to the Receiving Agent (and, in any announcement of an extension of Day 60 or resumption of the timetable for the Offer, shall also specify, to the extent applicable, the new Day 39, Day 46 and Day 60 of the timetable for the Offer).
- 2.6 Although no revision is contemplated, if the Offer is revised it shall remain open for acceptance for a period of at least 14 days (or such other period as the Panel may permit or as may be required by the Code) from the date on the revised offer document is published. Except with the consent of the Panel, no revised offer document may be published after Day 46, or, where Unikmind has made an Acceleration Statement, the date which is 14 days prior to the Unconditional Date.
- 2.7 Unikmind may, if it has reserved the right to do so at the time the statement was made (or otherwise with the consent of the Panel), choose not to be bound by the terms of and set aside a “no increase” statement (as referred to in the Code) and/or an Acceleration Statement if it would otherwise prevent the publication of an increased or improved offer (as to the value or nature of the consideration offered or otherwise) which is recommended for acceptance by the Kape Board or in other circumstances permitted by the Panel.
- 2.8 If a competitive situation (as determined by the Panel) arises or further develops after Unikmind has made “no increase” statement (as referred to in the Code) and/or an Acceleration Statement in relation to the Offer, Unikmind may, if it specifically reserved the right to do so at the time such statement was made (or otherwise with the consent of the Panel), choose not to be bound by the terms of and set aside such statement, and revise the Offer or extend the Unconditional Date (as appropriate), provided that Unikmind complies with the requirements of the Code and, in particular, that it announces that the statement is set aside and that it is free to revise the Offer or extend the Unconditional Date (as appropriate) as soon as possible (and in any event within four Business Days of the firm announcement of the competing offer or other competitive situation).
- 2.9 If a competitive situation arises (as determined by the Panel) and is continuing on the Business Day immediately preceding Day 60 and the Offer has not been withdrawn or lapsed, Unikmind shall enable Kape Shareholders who hold Kape Shares in uncertificated form, who have not already validly accepted the Offer but who have previously accepted a competing offer, to accept the Offer by special

form of acceptance to take effect on Day 60 (or such other date as may be consented to by the Panel). It shall be a condition of such special form of acceptance being a valid acceptance of the Offer that:

- (a) it is received by the Receiving Agent on or before Day 60 (or such other date as may be consented to by the Panel);
- (b) the relevant Kape Shareholder shall have withdrawn its acceptance of the competing offer but that the Kape Shares to which such withdrawal relates shall not have been released from escrow by the escrow agent to the competing offer before Day 60 (or such other date as may be consented to by the Panel);
- (c) the Kape Shares to which the special form of acceptance relates are not transferred to escrow in accordance with the procedure for acceptance set out in this document on or before Day 60 (or such other date as may be consented to by the Panel), but an undertaking is given that they shall be so transferred as soon as possible thereafter; and
- (d) such acceptance may be treated as a valid acceptance of the Offer in accordance with the Offer and the Code.

Kape Shareholders wishing to use such forms of acceptance should apply to the Receiving Agent, Equinti, on +44 371 384 2050 on the Business Day immediately preceding Day 60 in order that such forms can be despatched. The helpline is open between 8.30 a.m. and 5.30 p.m. Monday to Friday (excluding English, Welsh or Isle of Man public holidays). Calls to the helpline from outside the UK shall be charged at the applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. Please note that the Receiving Agent cannot provide any financial, legal or tax advice. Notwithstanding the right to use such special form of acceptance, holders of Kape Shares in uncertificated form may not use a Form of Acceptance (or any other purported acceptance form) for the purpose of accepting the Offer in respect of such shares.

- 2.10 Unikmind reserves the right (but shall not be obliged, other than as may be required by the Code), with the consent of Kape or the consent of the Panel, at any time to extend the Long-stop Date. In such event, Unikmind will make an announcement in the manner described in paragraph 3 of this Part B and give oral or written notice of such extension to the Receiving Agent.
- 2.11 If the Offer becomes, or is declared, unconditional, it shall remain open for acceptance for not less than 14 days from the date on which it became or was declared unconditional. If the Offer has become unconditional and it is stated by or on behalf of Unikmind that the Offer shall remain open until further notice, then not less than 14 days' written notice shall be given by Unikmind, prior to closing the Offer, to those Kape Shareholders who have not accepted the Offer (and to persons with information rights).

3. Announcements

- 3.1 In this Appendix I, references to the making of an announcement or the giving of notice by or on behalf of Unikmind include the release of an announcement to the press and/or the transmission by whatever means of an announcement to a RIS.
- 3.2 Unless otherwise consented to by the Panel (i) an announcement made otherwise than to a RIS shall be notified simultaneously through a RIS; and (ii) an announcement which is published at a time when the relevant RIS is not open for business shall be distributed to not less than two newswire services operating in the UK and submitted for publication as soon as the relevant RIS re-opens.
- 3.3 Except with the Panel's consent, Unikmind shall make an announcement as described in paragraph 3.4 of this Part B by 8.00 a.m. on the Business Day following each of the following dates (or such other time(s) or date(s) as the Panel may require or consent to):
 - (a) 27 March 2023;

- (b) any day on which the Offer is revised;
- (c) each day in the period of seven consecutive days leading up to, and including, the Unconditional Date or the Long-Stop Date;
- (d) any day on which an ACIN expires;
- (e) any day on which the Offer becomes or is declared unconditional or lapses;
- (f) any day on which, as at 5.00 p.m., the total percentage of shares which Unikmind may count towards satisfaction of the Acceptance Condition has increased or decreased to, or through the percentage threshold to which the Acceptance Condition is at that time subject.

3.4 The announcements referred to in paragraph 3.3 of this Part B will state (unless otherwise permitted by the Panel):

- (a) the number of Kape Shares for which acceptances of the Offer have been received (specifying the extent, if any, to which such acceptances have been received from persons acting in concert with Unikmind or in respect of Kape Shares which were subject to an irrevocable commitment or a letter of intent procured by Unikmind or any person acting in concert with Unikmind);
- (b) details of any relevant securities of Kape in which Unikmind or any person acting in concert with it has an interest or in respect of which either of them has a right to subscribe, in each case specifying the nature of the interests or rights concerned. Similar details of any short positions (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, will also be stated;
- (c) details of any relevant securities of Kape in respect of which Unikmind or any person acting in concert with it has an outstanding irrevocable commitment or letter of intent; and
- (d) details of any relevant securities of Kape which Unikmind or any person acting in concert with it has borrowed or lent, save for any borrowed shares which have been either on-lent or sold,

and will in each case specify the percentage of each class of relevant securities of Kape represented by each of these figures. Any such announcement shall include a prominent statement of the total number of Kape Shares which Unikmind may count towards the satisfaction of the Acceptance Condition and the percentage of Kape Shares represented by this figure.

3.5 A copy of any announcement made by Unikmind in accordance with this paragraph 3 of this Part B shall be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, for inspection on Unikmind's website at <http://www.unikmind-holdings.com/> promptly after the making of such announcement and in any event by no later than 12 noon on the Business Day following the announcement.

3.6 Without limiting the manner in which Unikmind may choose to make any public statement and subject to Unikmind's obligations under applicable law and regulation and paragraph 3.2 of this Part B, Unikmind shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to a RIS.

4. Rights of withdrawal

4.1 Acceptances and elections under the Offer by Kape Shareholders are final and binding unless withdrawn in accordance with this paragraph 4 of this Part B, or save as agreed in writing between Unikmind and any particular Kape Shareholder, or as otherwise permitted by Unikmind (either generally or for any particular Kape Shareholder).

4.2 Save as Unikmind may otherwise agree with the Panel, if Unikmind, having announced the Offer to be unconditional, fails by 3:30 p.m. on the relevant day (or such later time(s) and/or date(s) as the Panel may agree) to comply with any of the other relevant requirements relating to the Offer specified

in paragraph 3 of Part B of this Appendix I, an accepting Kape Shareholder may immediately thereafter withdraw their acceptance of the Offer. Subject to paragraph 1(b) of Part B of this Appendix I (and save as Unikmind may otherwise agree with the Panel), this right of withdrawal may be terminated not less than eight days after the relevant day by Unikmind confirming, if that be the case, that the Offer is still unconditional and complying with the other relevant requirements relating to the Offer specified in paragraph 3 of Part B of this Appendix I.

- 4.3 An accepting Kape Shareholder may withdraw its acceptance of the Offer by written notice received by post by the Receiving Agent at Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA (or, in the case of Kape Shares held in uncertificated form, in the manner referred to in paragraph 4.7 of this Part B) at any time before the earlier of:
- (a) the time when the Acceptance Condition is satisfied; and
 - (b) the latest time for the receipt of acceptances on the Unconditional Date.
- 4.4 If an accepting Kape Shareholder withdraws its acceptance in accordance with this paragraph 4 of this Part B, all documents of title and other documents lodged with the Form of Acceptance shall be returned as soon as practicable following the receipt of the withdrawal (and in any event within seven days) and the Receiving Agent shall give instructions for the release of all securities held in escrow.
- 4.5 In this paragraph 4 of this Part B, “written notice” (including any letter of appointment, direction or authority) means notice in writing bearing the original signature(s) of the relevant accepting Kape Shareholder or their agent(s) duly appointed in writing (evidence of whose appointment is produced with the notice in a form reasonably satisfactory to Unikmind) given by post to the Receiving Agent at Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. E-mail or other electronic transmission or copies shall not be sufficient to constitute written notice. No notice which is post-marked in, or otherwise appears to Unikmind or its agents to have been sent from, a jurisdiction where the giving of written notice or the withdrawal of an acceptance of the Offer in accordance with the provisions of this paragraph 4 of this Part B would constitute a violation of the relevant laws of such jurisdiction, shall be treated as valid.
- 4.6 To be effective, a written notice of withdrawal must be received by the Receiving Agent and must specify the name of the person who has tendered the Kape Shares to be withdrawn and (if share certificates have been tendered) the name of the holder of the relevant Kape Shares if different from the name of the person who tendered the Kape Shares.
- 4.7 In the case of Kape Shares held in uncertificated form, an accepting Kape Shareholder may withdraw their acceptance through CREST by sending (or, if a CREST Sponsored Member, procuring that their CREST Sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and to settle, include the following details:
- (a) the number of Kape Shares to be withdrawn, together with their ISIN number, which is IM00BQ8NYV14;
 - (b) the member account ID of the accepting shareholder, together with their participant ID;
 - (c) the member account ID of the Receiving Agent included in the relevant Electronic Acceptance which is either UNKKAP01 (if accepted for settlement in US\$) or UNKKAP02 (if accepted for settlement in pounds Sterling), together with the Receiving Agent’s participant ID, which is 2RA05;
 - (d) the CREST transaction ID of the Electronic Acceptance to be withdrawn;
 - (e) the intended settlement date for the withdrawal. This should be as soon as possible and, in any event, not later than 1.00pm on the Unconditional Date;

- (f) the corporate action number for the Offer. This is allocated by Euroclear which can be found by viewing the relevant corporate action details in CREST;
- (g) input with a standard delivery instruction priority of 80; and
- (h) a contact name and telephone number in the shared note field.

Any such withdrawal shall be conditional upon the Receiving Agent verifying that the withdrawal request is validly made. Accordingly, the Receiving Agent will, on behalf of Unikmind, reject or accept the withdrawal by transmitting in CREST a receiving agent reject (“**AEAD**”) or a receiving agent accept (“**AEAN**”) message.

- 4.8 Kape Shares in respect of which acceptances have been validly withdrawn in accordance with this paragraph 4 of this Part B may subsequently be re-assented to the Offer by following one of the procedures described in paragraph 18 of the letter from Unikmind set out in Part I of this document at any time while the Offer remains open for acceptance.
- 4.9 Any question as to the validity (including time of receipt) of any notice of withdrawal shall be determined by Unikmind whose determination (save as the Panel otherwise determines) shall be final and binding. None of Unikmind, Kape, HSBC, the Receiving Agent, or any other person shall be under any duty to give notification of any defect or irregularity in any notice of withdrawal or incur any liability for failure to do so.

5. Revisions of the Offer

- 5.1 Although no revision is contemplated, if the Offer (in its original or previously revised form(s)) is revised (either in its terms or Conditions or in the value or form of the consideration offered or otherwise) and such revision represents on the date on which it is announced (on such basis as HSBC may consider appropriate) an improvement or no diminution in the value of the revised Offer compared with the consideration on terms previously offered or in the overall value received and/or retained by a Kape Shareholder (under the Offer or otherwise), the benefit of the revised Offer shall, subject to paragraphs 5.3, 5.4, and 8 of this Part B, be made available to any Kape Shareholder who has accepted the Offer (in its original or any previously revised form(s)) and not validly withdrawn such acceptance in accordance with paragraph 4 of this Part B (a “previous acceptor”). The acceptance by or on behalf of a previous acceptor in its original or any previously revised form(s) shall, subject to paragraphs 5.3, 5.4, and 8 of this Part B, be deemed to be an acceptance of the Offer as so revised and shall also constitute the separate appointment of Unikmind and each of its directors, the Receiving Agent and HSBC and each of its directors as such previous acceptor’s attorney and/or agent with authority:

- (a) to accept any such revised Offer on behalf of such previous acceptor;
- (b) if such revised Offer includes alternative forms of consideration, to make on behalf of such previous acceptor elections for and/or accept such alternative forms of consideration in the proportions such attorney and/or agent in their absolute discretion thinks fit; and
- (c) to execute on behalf of and in the name of such previous acceptor all such further documents (if any) and take such further actions (if any) as may be required to give effect to such acceptances and/or elections.

In making any election and/or acceptance, such attorney and/or agent shall take into account the nature of any previous acceptance(s) or election(s) made by or on behalf of the previous acceptor and other facts or matters as the attorney and/or agent may reasonably consider relevant. The attorney and/or agent shall not be liable to any Kape Shareholder or any other person in making such election and/or acceptance or in making any determination in respect thereof.

- 5.2 Subject to paragraph 5.3 and 5.4 of this Part B the powers of attorney and authorities conferred by this paragraph 5 of this Part B and any acceptance of a revised Offer and/or any election pursuant

thereto shall be irrevocable unless and until the previous acceptor duly and validly withdraws their acceptance under paragraph 4 of this Part B.

5.3 The deemed acceptance and/or election referred to in paragraph 5.1 of this Part B shall not apply, and the authorities conferred by that paragraph shall not be exercised in the case of a previous acceptor who:

- (a) in respect of Kape Shares in certificated form, lodges with the Receiving Agent at Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, by no later than the date by which elections for alternative forms of consideration must be made (or such other date as Unikmind may determine), a Form of Acceptance (or any other form validly issued on behalf of Unikmind) in which the previous acceptor validly elects to receive consideration receivable by them under such revised Offer in some other manner than that set out in their original or any previous acceptance, or
- (b) in respect of Kape Shares in uncertificated form, sends (or, if a CREST Sponsored Member, procures that their CREST Sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be varied.

Each ESA instruction must, in order for it to be valid and to settle, include the following details:

- (a) the number of Kape Shares in respect of which the changed election is made, together with their ISIN number, which is IM00BQ8NYV14;
- (b) the member account ID of the previous acceptor, together with their participant ID;
- (c) the member account ID of the Receiving Agent included in the relevant Electronic Acceptance for the Offer, which is either UNKKAP01 (if accepted for settlement in USD) or UNKKAP02 (if accepted for settlement in pounds Sterling), together with the Receiving Agent's participant ID, which is 2RA05;
- (d) the CREST transaction ID of the Electronic Acceptance in respect of which the election is to be changed to be inserted at the beginning of the shared note field;
- (e) the intended settlement date for the changed election;
- (f) the corporate action number for the Offer. This is allocated by Euroclear which can be found by viewing the relevant corporate action details in CREST;

and, in order that the desired change of election can be effected, must include:

- (g) member account ID of the Receiving Agent relevant to the new election; and
- (h) input with a standard delivery instruction priority 80.

Any such change of election shall be conditional upon the Receiving Agent verifying that the request is validly made. Accordingly, the Receiving Agent shall on behalf of Unikmind reject or accept the requested change of election by transmitting in CREST an AEAD or AEAN message as appropriate.

5.4 The deemed acceptance and/or election referred to in paragraph 5.1 of this Part B shall not apply, and the authorities conferred by that paragraph shall not be exercised if, as a result thereof, a previous acceptor would (on such basis as HSBC may consider appropriate) thereby receive and/or retain (as appropriate) less in aggregate in consideration under the revised Offer or otherwise than they would have received and/or retained (as appropriate) in aggregate as a result of their acceptance of the Offer in the form originally accepted by such previous acceptor or on their behalf (unless the previous acceptor has previously agreed in writing to receive and/or retain (as appropriate) less in aggregate consideration). The authorities conferred by paragraph 5.1 of this Part B shall not be exercised in respect of any election available under the revised Offer save in accordance with this paragraph.

- 5.5 Unikmind and the Receiving Agent reserve the right (subject to paragraphs 5.3 and 5.4 of this Part B) to treat an executed Form of Acceptance or TTE instruction (in respect of the Offer in its original or any previously revised form(s)) which is received (or dated) on or after the announcement of any revised Offer as a valid acceptance of the revised offer and/or, where applicable, a valid election for or acceptance of any of the alternative forms of consideration made available pursuant thereto. Such acceptances shall constitute an authority in the terms of paragraph 5.1 of this Part B, *mutatis mutandis*, on behalf of the relevant Kape Shareholder.
- 5.6 Unikmind may (with the consent of the Panel) extend or revise the Offer provided it complies with the requirements of the Code.

6. Acceptances and purchases

- 6.1 Notwithstanding the right reserved by Unikmind to treat an acceptance of the Offer as valid (even though, in the case of Kape Shares held in certificated form, the relevant Form of Acceptance is not entirely in order or not accompanied by the relevant share certificate(s) and/or other document(s) of title), except as otherwise consented to by the Panel:
- (a) subject to paragraph 6.1(d) of this Part B, an acceptance of the Offer shall not be treated as valid for the purposes of the Acceptance Condition unless the requirements of Note 4 and, if applicable, Note 6 on Rule 10.1 of the Code are satisfied in respect of it (and the Kape Shares to which such acceptance relates do not fall within Note 8 on Rule 10.1 of the Code);
 - (b) subject to paragraph 6.1(d) of this Part B, a purchase of Kape Shares by Unikmind or its wholly-owned subsidiaries or its or their nominee(s) or by a person acting in concert with Unikmind or such person's nominee(s), shall only be counted towards fulfilling the Acceptance Condition if the requirements of Note 5 and, if applicable, Note 6 on Rule 10.1 of the Code are satisfied in respect of it (and the Kape Shares to which such acceptance relates do not fall within Note 8 on Rule 10.1 of the Code);
 - (c) Kape Shares which have been borrowed by Unikmind may not be counted towards fulfilling the Acceptance Condition; and
 - (d) before the Acceptance Condition can be satisfied or the Offer can lapse as a result of the Acceptance Condition not having been satisfied (or being regarded as incapable of satisfaction), the Receiving Agent must have issued a certificate to Unikmind or to HSBC which states:
 - (i) the number of Kape Shares in respect of which acceptances have been received and which are to be treated as valid for the purposes of paragraph 6.1(a) of this Part B; and
 - (ii) the number of Kape Shares otherwise acquired, whether before or during the Offer Period, which are to be treated as valid for the purposes of paragraph 6.1(b) of this Part B.

Copies of such certificate shall be sent to the Panel and to the financial advisers to Kape as soon as possible after it is issued.

- 6.2 For the purpose of determining at any particular time whether the Acceptance Condition has been satisfied, Unikmind is not bound (unless otherwise required by the Code) to take into account any Kape Shares which have been issued or unconditionally allotted or which arise as the result of the exercise of subscription or conversion rights before the determination takes place unless written notice of such allotment, issue, subscription or conversion, containing all the relevant details has been received before that time by the Receiving Agent from Kape or its agents at the address specified in paragraph 4.3 of this Part B. Notification by e-mail or other electronic transmission does not constitute written notice for this purpose.

7. The Currency Facility

Unless they validly elect otherwise, each Kape Shareholder accepting the Offer will receive the consideration payable to them under the Offer in US\$.

The Currency Facility is being made available to Kape Shareholders pursuant to which they will be able to elect (subject to the following terms and conditions of the Currency Facility) to receive the consideration payable to them under the Offer in pounds Sterling.

The Currency Facility enables Kape Shareholders to elect to direct Unikmind to convert the US\$ proceeds to which they are entitled as a result of their acceptance under the terms of the Offer into pounds Sterling and then to remit the pounds Sterling received (net of costs) to the Kape Shareholders. Unikmind will effect the conversion of US\$ proceeds to pounds Sterling by, in Unikmind's sole discretion (i) executing one or more market transactions over one or more Business Days; and/or (ii) applying the market exchange rate available on the relevant date to funds already available to Unikmind in pounds Sterling, with all Kape Shareholders falling within the same relevant Acceptance Block receiving the benefit of a conversion at the same exchange rate and with all relevant costs being spread evenly on a per Kape Share basis amongst such Kape Shareholders falling within the relevant Acceptance Block electing to use the Currency Facility.

The first relevant Acceptance Block will comprise of all Kape Shareholders who accept the Offer prior to the Unconditional Date. Any market transactions to be entered into by Unikmind to effect the conversion of US\$ proceeds to pounds Sterling on behalf of the Kape Shareholders in that first Acceptance Block will not commence until the Unconditional Date has occurred and similarly, if Unikmind elects to utilise funds already available to it in pounds Sterling, then the relevant date on which the exchange is made will be a date which is between the Unconditional Date and the date by which settlement of the consideration due to such Kape Shareholders must be paid under the Code. Kape Shareholders who accept the Offer prior to the Unconditional Date should note that the prevailing exchange rate on the date that their acceptance was submitted will be irrelevant if they make a Currency Election, as Unikmind will definitely not execute any relevant market transactions, nor utilise any funds already held in pounds Sterling, on that date.

The second and subsequent relevant Acceptance Blocks will comprise of Kape Shareholders who accept the Offer following the Unconditional Date. The number of days to be covered by each Acceptance Block is at the discretion of Unikmind, but is expected to be five Business Days on each occasion. Kape Shareholders who accept the Offer following the Unconditional Date should note that the prevailing exchange rate on the date that their acceptance was submitted will be irrelevant if they make a Currency Election, as Unikmind may or may not execute the relevant market transactions, or utilise any funds already held in pounds Sterling, on that date.

To the extent that market transactions are undertaken, Unikmind will use all reasonable endeavours to obtain the best rate reasonably available in the market (including taking account of the size of the transactions and the time frames within which they are to be executed) at the relevant times and to ensure that the applicable transaction and dealing costs are on arm's-length market terms. On the basis of the Announcement Exchange Rate, the consideration implied an indicative equivalent value of 285 pence per Kape Share and on the basis of the Offer Document Exchange Rate, the consideration implies an indicative equivalent value of 288 pence per Kape Share. For any Kape Shareholder electing to be paid their consideration in pounds Sterling, pursuant to the Currency Facility, the amount per Kape Share received may, depending on the prevailing exchange rate, result in a payment below or above 285 pence, or 288 pence, per Kape Share.

Kape Shareholders that do not accept the Offer should note that, if Unikmind were to exercise the Squeeze-out Rights and to thereby acquire their Kape Shares, the Currency Facility will not be available to them as it will have closed.

8. General

- 8.1 It is intended that the Offer will be implemented by way of a takeover offer within the meaning of the Companies Act 2006 (the "**UK Companies Act**"). However, Unikmind reserves the right, with the consent of the Panel and Kape, to elect to implement the acquisition of the Kape Shares by way of a scheme of arrangement of Kape under section 157 of the IoM Companies Act. In such event, the

scheme of arrangement will be implemented on substantially the same terms, so far as applicable, as those which apply to the Offer, subject to appropriate amendments (including to statutory voting requirements) to reflect the change in method of implementing the Offer.

- 8.2 The Kape Shares acquired under the Offer shall be acquired fully paid and free from all liens, equitable interests, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights attaching or accruing to them, as at 13 February 2023 or subsequently attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made, on or after 13 February 2023.
- 8.3 If, on or after 13 February 2023, any dividend, distribution or other return of value is declared, paid or made or becomes payable by Kape, Unikmind reserves the right to reduce the consideration payable under the Offer to reflect the aggregate amount of such dividend, distribution or other return of value. In such circumstances, Kape Shareholders shall be entitled to retain any such dividend, distribution, or other return of value declared, made, or paid.

If and to the extent that any such dividend, distribution or other return of value has been declared, paid, or made or becomes payable by Kape on or after the date of the 2.7 Announcement and Unikmind exercises its rights under this paragraph 8.3 to reduce the consideration payable under the terms of the Offer, any reference in the 2.7 Announcement to the consideration payable under the terms of the Offer shall be deemed to be a reference to the consideration as so reduced.

If and to the extent that such a dividend, distribution or other return of value has been declared or announced but not paid or is not payable by reference to a record date on or prior to the Unconditional Date and is or shall be (i) transferred pursuant to the Offer on a basis which entitles Unikmind to receive the dividend, distribution or other return of value and to retain it; or (ii) cancelled, the consideration payable under the terms of the Offer shall not be subject to change in accordance with this paragraph 8.3.

Any exercise by Unikmind of its rights referred to in this paragraph 8.3 shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Offer.

- 8.4 Except with the consent of the Panel, settlement of the consideration to which any Kape Shareholder is entitled under the Offer shall be implemented in full in accordance with the terms of the Offer, without regard to any lien, right of set-off, counterclaim or other analogous right to which Unikmind or HSBC may otherwise be, or claim to be, entitled against that Kape Shareholder and shall be effected in the manner described in this document.
- 8.5 The Offer is made on 6 March 2023 and is capable of acceptance from that date. Copies of this document, the Form of Acceptance and any related documents are available (subject to certain restrictions relating to person outside of the UK) for inspection at <http://www.unikmind-holdings.com/> and from the Receiving Agent at the address specified in paragraph 4.3 of this Part B.
- 8.6 In respect of Kape Shares in certificated form, the terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Form of Acceptance constitute part of the terms of the Offer. The provisions of this Appendix I shall be deemed to be incorporated into and form part of the Form of Acceptance. Words and expressions defined in this document have the same meanings when used in the Form of Acceptance unless the context otherwise requires.
- 8.7 The Offer, all acceptances of it and all elections pursuant to it, the Form of Acceptance and Electronic Acceptances, all contracts made pursuant to the Offer, all action taken or made or deemed to be taken or made pursuant to any of these terms and the relationship between a Kape Shareholder and Unikmind, HSBC or the Receiving Agent are governed by and shall be construed in accordance with the law of England and Wales.

- 8.8 Subject to paragraph 8.9 of this Part B, the Courts of England and Wales have exclusive jurisdiction to settle any dispute which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the Offer and the Form of Acceptance or the Electronic Acceptances or otherwise arising in connection with the Offer and the Form of Acceptance or the Electronic Acceptances. The execution of a Form of Acceptance or making of an Electronic Acceptance by or on behalf of a Kape Shareholder constitutes such Kape Shareholder's irrevocable submission to the jurisdiction of the courts of England and Wales.
- 8.9 The agreement in paragraph 8.8 of this Part B is included for the benefit of Unikmind, HSBC and the Receiving Agent and accordingly, notwithstanding the exclusive agreement in that paragraph, Unikmind, HSBC and the Receiving Agent shall each retain the right to, and may in its absolute discretion, bring proceedings in the courts of any other country which may have jurisdiction. The execution of a Form of Acceptance or making of an Electronic Acceptance by or on behalf of a Kape Shareholder constitutes such Kape Shareholder's irrevocable submission to the jurisdiction of the courts of any such country.
- 8.10 Any omission or failure to send, or make available, this document, the Form of Acceptance or any other document relating to the Offer and/or any notice required to be despatched under the terms of the Offer to, or any failure to receive the same by any person to whom the Offer is, or should be made, shall not invalidate the Offer in any way or create any implication that the Offer has not been made to any such person. Subject to the provisions of paragraph 8 of this Part B, the Offer is made to any such person and to all Kape Shareholders to whom this document and the Form of Acceptance or any related document may not be despatched or by whom such documents may not be received, and such persons may (subject to certain restrictions relating to persons outside the UK) collect copies of those documents from the Receiving Agent at the address set out in paragraph 4.3 of this Part B or inspect the Offer Document at <http://www.unikmind-holdings.com/> while the Offer remains open for acceptances.
- 8.11 If the Offer lapses for any reason or is withdrawn:
- (a) it shall not be capable of further acceptance;
 - (b) accepting Kape Shareholders and Unikmind shall cease to be bound by: (i) in the case of Kape Shares held in certificated form, Forms of Acceptance submitted; and (ii) in the case of Kape Shares held in uncertificated form, Electronic Acceptances inputted and settled, in each case before the time the Offer lapses;
 - (c) in respect of Kape Shares held in certificated form, Forms of Acceptance, share certificates and other documents of title shall be returned by post (or by such other method as the Panel may approve) within seven days of the Offer lapsing, at the risk of the Kape Shareholder in question, to the person or agent whose name and address is set out in the relevant box on the Form of Acceptance or, if none is set out, to the first-named holder at their registered address. No such documents shall be sent to an address in any Restricted Jurisdiction; and
 - (d) in respect of Kape Shares held in uncertificated form, the Receiving Agent shall immediately, after the Offer lapses (or within such longer period as the Panel may permit) give TFE instructions to Euroclear to transfer all Kape Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the relevant Kape Shareholders concerned.
- 8.12 All powers of attorney, appointments as agents and authorities on the terms conferred by or referred to in this Appendix I or (where relevant) in the Form of Acceptance are given by way of security for the performance of the obligations of the Kape Shareholder concerned and are irrevocable (in respect of powers of attorney in accordance with section 4 of the Powers of Attorney Act 1971), except in the circumstances where the donor of such power of attorney, appointment or authority is entitled to withdraw their acceptance in accordance with paragraph 4 of this Part B and duly and validly does so.

- 8.13 Without prejudice to any other provisions of this Part B and subject to the requirements of the Code, Unikmind, HSBC, and the Receiving Agent reserve the right to treat as valid (in whole or in part) any acceptance of the Offer if not entirely in order or in correct form or which is not accompanied by (as applicable) the relevant share certificate(s) and/or other relevant document(s), or the relevant TTE instruction or if received by or on behalf of any of them at any place or places or in any form or manner determined by any of them or otherwise than as set out in this document or, in respect of Kape Shares held in certificated form, in the Form of Acceptance. In that event, no settlement of consideration of the Offer shall be made until after the acceptance is entirely in order and (as applicable) the relevant transfer to escrow has settled or the relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to Unikmind have been received by the Receiving Agent.
- 8.14 All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from any Kape Shareholders shall be delivered by or sent to or from them (or their designated agents) at their risk. No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, communication, notice, share certificate(s) and/or other document(s) of title shall be given by or on behalf of Unikmind.
- 8.15 If Unikmind receives acceptances under the Offer in respect of, and/or otherwise acquires, 90 per cent. or more of the Kape Shares affected by the Offer and assuming that the Conditions have been satisfied or waived (if capable of being waived), Unikmind intends, subject to the provisions of the IoM Companies Act, to exercise its rights in accordance with section 160 of that Act, to acquire compulsorily any Kape Shares not acquired or agreed to be acquired by or on behalf of Unikmind pursuant to the Offer or otherwise on the same terms as the Offer.
- 8.16 After the Offer becomes or is declared unconditional:
- (a) if Unikmind has, by virtue of its shareholding (and the shareholdings of its wholly-owned subsidiaries) and acceptances of the Offer, acquired or unconditionally agreed to acquire Kape Shares carrying 75 per cent. or more of the voting rights of Kape, Unikmind intends to pass a written resolution approving the Delisting. A written resolution signed by shareholders representing not less than 75 per cent. of the total voting rights would become effective; or
 - (b) otherwise, Unikmind intends to requisition a general meeting of Kape to propose a shareholder resolution to effect the Delisting. Such a resolution would require the approval of members representing not less than 75 per cent. of the total voting rights of members who (being entitled to do so) vote in person or by proxy.
- 8.17 Any reference in this Appendix I to any law or regulation of any jurisdiction includes: (i) any subordinate legislation or regulation made under it; (ii) any law or regulation which it has amended, supplemented or replaced; and (iii) any law or regulation amending, supplementing or replacing it (whether before or after the date of this document).
- 8.18 In relation to any acceptance of the Offer in respect of a holding of Kape Shares which are in uncertificated form, Unikmind reserves the right to make such alterations, additions or modifications to the terms of the Offer as may be necessary or desirable to give effect to any purported acceptance of the Offer, whether in order to comply with the facilities or requirements of CREST, or otherwise, provided any such alterations, additions or modifications are consistent with the requirements of the Code or are otherwise made with the consent of the Panel.
- 8.19 For the purposes of this document, the time of receipt of a TTE instruction, an ESA instruction or an Electronic Acceptance shall be the time at which the relevant instruction settles in CREST.
- 8.20 Neither Unikmind nor any person acting on behalf of Unikmind, shall have any liability to any person for any loss or alleged loss arising from any decision as to the treatment of acceptances of the Offer or otherwise in connection therewith.

- 8.21 The Offer is subject to the applicable requirements of the Code, the AIM Rules, the Panel, the London Stock Exchange and the FCA. In the event of any conflict or inconsistency between the terms of and conditions to the Offer and the Code, the provisions of the Code shall prevail, and Unikmind reserves the right to (and shall if required by the Panel) make such alterations, additions or modifications to the terms of and conditions to the Offer so that any such conflict or inconsistency is removed.
- 8.22 Any question as to the validity (including time of receipt) of any acceptance of the Offer and any question as to, or the acceptance of, any words or markings on a Form of Acceptance shall be determined by Unikmind, whose determination (save as the Panel otherwise determines) shall be final and binding. None of Unikmind, HSBC, the Receiving Agent or any other person shall be under any duty to give notification of any defect or irregularity in any purported acceptance of the Offer or shall incur any liability for failure to do so or for any determination under this paragraph 8.22.

9. Overseas Shareholders

- 9.1 The making of the Offer in jurisdictions outside the Isle of Man or the United Kingdom or to Overseas Shareholders or to persons who are custodians, nominees of or trustees for such persons may be prohibited or affected by the laws of the relevant jurisdiction. Such Overseas Shareholders should inform themselves about and observe any applicable legal requirements of such jurisdictions. No person receiving a copy of the document and/or a Form of Acceptance in any jurisdiction other than the Isle of Man or the United Kingdom may treat the same as constituting an invitation or offer to them, nor should they in any even use such Form of Acceptance if, in the relevant jurisdiction, such invitation or offer cannot lawfully be made to them or such Form of Acceptance cannot lawfully be used without contravention of any relevant or other legal requirements. In such circumstances, this document and/or Form of Acceptance are sent for information only. It is the responsibility of any Overseas Shareholder receiving a copy of this document and/or Form of Acceptance and wishing to accept the Offer to satisfy themselves as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, including obtaining any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities needing to be observed and the payment of any issue, transfer or other taxes or duties or other requisite payments due in such jurisdiction. Any such Overseas Shareholder shall be responsible for any such issue, transfer or other taxes or duties or other payments by whomsoever payable and Unikmind, and HSBC (and any person acting on behalf of either of them) shall be fully indemnified and held harmless by such Overseas Shareholders for any such issue, transfer or other taxes or duties or other payments which Unikmind or HSBC (and any person acting on behalf of either of them) may be required to pay.

If you are an Overseas Shareholder and you are in doubt about your position, you should consult your independent professional adviser in the relevant jurisdiction.

- 9.2 In particular, the Offer is not being made, directly or indirectly, in, into, and is not capable of acceptance, in or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction.
- 9.3 Copies of this document, the Form of Acceptance and any related documents are not being (unless determined otherwise by Unikmind in its sole discretion), and must not be, mailed or otherwise distributed or sent in, into or from any Restricted Jurisdiction including to Kape Shareholders or participants in Kape Share Plan with registered addresses in a Restricted Jurisdiction or to persons whom Unikmind knows to be custodians, trustees or nominees holding Kape Shares for persons with registered addresses in a Restricted Jurisdiction.

Persons receiving such documents (including, without limitation, custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them directly or indirectly, in, into or from a Restricted Jurisdiction or use any such mails or any such means, instrumentality or facility for any purpose, directly or indirectly, in connection with the Offer. Doing so may invalidate any purported acceptance of the Offer.

Persons wishing to accept the Offer must not use such mails of any Restricted Jurisdiction or any such means, instrumentality or facility, directly or indirectly, for any purpose directly or indirectly related to acceptance of the Offer. All Kape Shareholders (including agents, nominees, trustees or custodians) who may have a contractual or legal obligation, or may otherwise intend, to forward this document and/or Form of Acceptance, should read the further details in this regard which are contained in this paragraph 9 and in Part C and Part D of this Appendix I before taking any action.

Envelopes containing a Form of Acceptance, evidence of title or any other documents relating to the Offer should not be post-marked in, or otherwise dispatched from, a Restricted Jurisdiction and all accepting Kape Shareholders must provide addresses outside a Restricted Jurisdiction for the remittance of cash or for the return of the Form of Acceptance, share certificates and/or documents of title.

9.4 Subject to the provisions of this paragraph 9 and applicable laws, a Kape Shareholder may be deemed NOT to have validly accepted the Offer if:

- (a) Such Kape Shareholder put “NO” in Box 6 of the Form of Acceptance and thereby does not give the representations and warranties set out in paragraph (b) of Part C of this Appendix I;
- (b) they complete Box 7 of the Form of Acceptance with an address in a Restricted Jurisdiction or have a registered address in a Restricted Jurisdiction and in any such case do not insert in Box 7 of the Form of Acceptance the name and address of a person or agent outside a Restricted Jurisdiction to whom they wish the consideration to which they are entitled under the Offer and/or any documents to be sent;
- (c) they insert in Box 7 of the Form of Acceptance the name and address of a person or agent in a Restricted Jurisdiction to whom they wish the consideration to which they are entitled under the Offer and/or any documents to be sent;
- (d) in any case, the Form of Acceptance received from them is received in an envelope postmarked in, which otherwise appears to Unikmind or its agents to have been sent from, a Restricted Jurisdiction;
- (e) they insert in Box 3 of the Form of Acceptance a telephone number in a Restricted Jurisdiction; or
- (f) they make a Restricted Escrow Transfer pursuant to (and as defined in) paragraph 9.6 below, unless they also make a related Restricted ESA Instruction (as defined in paragraph 9.6 below) which is accepted by the Receiving Agent.

Unikmind reserves the right, in its sole discretion, to investigate in relation to any acceptance, whether the representations and warranties set out in paragraph (b) of Part C of this Appendix I or (as the case may be) paragraph (c) of Part D of this Appendix I could have been truthfully given by the relevant Kape Shareholder and, if such investigation is made and as a result Unikmind cannot satisfy itself that such representation and warranty was true and correct, the acceptance shall not be valid.

9.5 If, in connection with the making of the Offer, notwithstanding the restrictions described above, any person (including, without limitation, custodians, nominees and trustees), whether pursuant to a contractual or legal obligation or otherwise, forwards this document, the Form of Acceptance or any related offering documents in, into or from a Restricted Jurisdiction or uses the mails or any means or instrumentality (including, without limitation, e-mail or other electronic transmission, telephone or internet) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, a Restricted Jurisdiction in connection with such forwarding, such person should:

- (a) inform the recipient of such fact;
- (b) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
- (c) draw the attention of the recipient to this paragraph 9.

9.6 If a holder of Kape Shares in uncertificated form is unable to give the representations and warranties set out in paragraph (c) of Part D of this Appendix I, but nevertheless can produce evidence satisfactory to Unikmind that they are able to accept the Offer in compliance with all relevant legal and regulatory requirements, they may only purport to accept the Offer by sending (or if a CREST Sponsored Member, procuring that their CREST Sponsor sends) both:

- (a) a TTE instruction to a designated escrow balance detailed below (a “**Restricted Escrow Transfer**”); and
- (b) one or more valid ESA instructions (a “**Restricted ESA Instruction**”) which specify the form of consideration which such Kape Shareholder wishes to receive (consistent with the alternatives offered under the Offer).

Such purported acceptance shall not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA Instruction(s) settle in CREST and Unikmind decides, in its absolute discretion, to exercise its right described in paragraph 8.13 of this Part B of Appendix I to waive, vary or modify the terms of the Offer relating to Overseas Shareholders to the extent required to permit such acceptance to be made, in each case during the acceptance period set out in paragraph 2.1 of this Part B. If Unikmind accordingly decides to permit such acceptance to be made, the Receiving Agent shall, on behalf of Unikmind, accept the purported acceptance as an Electronic Acceptance on the terms of this document (as so waived, varied or modified) by transmitting in CREST an AEAN message. Otherwise, the Receiving Agent shall, on behalf of Unikmind, reject the purported acceptance by transmitting in CREST an AEAD message.

Each Restricted Escrow Transfer must, in order for it to be valid and to settle, include the following details:

- the ISIN number of the Kape Shares, which is IM00BQ8NYV14;
- the number of Kape Shares in uncertificated form in respect of which the Offer is to be accepted (i.e., the number of Kape Shares to be transferred to escrow);
- the member account ID and participant ID of the accepting Kape Shareholder;
- the participant ID of the Receiving Agent, this is 2RA05 and its member account ID specific to a Restricted Escrow Transfer (this is RESTRICT);
- the intended settlement date;
- the corporate action number for the Offer (this is allocated by Euroclear and shall be available on a screen from Euroclear);
- input with a standard delivery instruction priority of 80; and
- the contact name and telephone number of the accepting Kape Shareholder inserted in the shared note field.

Each Restricted ESA Instruction must, in order for it to be valid and to settle, include the following details:

- the ISIN number of Kape Shares, which is IM00BQ8NYV14;
- the number of Kape Shares relevant to that Restricted ESA Instruction;
- the member account and participant ID of the accepting Kape Shareholder;
- the member account ID and participant ID of the Receiving Agent set out in the Restricted Escrow Transfer;

- the participant ID and the member account ID of the Receiving Agent relevant to the form of consideration required (details of which are set out in the letter from Unikmind contained in Part I of this document);
 - the CREST transaction ID of the Restricted Escrow Transfer to which the Restricted ESA Instruction relates to be inserted at the beginning of the shared note field;
 - the intended settlement date; This should be as soon as possible and in any event not later than 1.00 p.m. on the Unconditional Date;
 - the corporate action number for the Offer (this is allocated by Euroclear and shall be available on a screen from Euroclear);
 - input with a standard delivery instruction priority of 80; and
 - the contact name and telephone number of the accepting Kape Shareholder inserted in the shared note field.
- 9.7 The Offer is being made to acquire the securities of Kape, a company incorporated under the laws of the Isle of Man, and is being made in the United States in reliance on, and compliance with, the exemption from certain requirements of Regulation 14E under the US Securities Exchange Act of 1934 afforded by Rule 14d-1(d) thereunder. The Offer shall be made in the United States by Unikmind and no one else. In accordance with normal United Kingdom practice, Unikmind or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Kape outside of the US, other than pursuant to the Offer, before or during the period in which the Offer remains open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases shall be disclosed as required by law or regulation in the Isle of Man, the United Kingdom and the United States, and, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at www.londonstockexchange.com.
- 9.8 Any acceptance of the Offer by Kape Shareholders who are unable to give the representations and warranties set out in paragraph (b) of Part C of this Appendix I or (as the case may be) paragraph (c) of Part D of this Appendix I is liable to be disregarded.
- 9.9 Unikmind reserves the right, in its absolute discretion, to treat any acceptance as invalid if it believes that such acceptance may violate applicable legal or regulatory requirements.
- 9.10 Notwithstanding any other provision of this paragraph 9, Unikmind may in its sole and absolute discretion make the Offer to a resident in a Restricted Jurisdiction if Unikmind is satisfied, in that particular case, that to do so would not constitute a breach of any securities or other relevant legislation of a Restricted Jurisdiction.
- 9.11 Unikmind reserves the right to notify any matter, including the making of the Offer, to all or any Kape Shareholders:
- (a) with a registered address outside the Isle of Man or the United Kingdom; or
 - (b) whom Unikmind knows to be a custodian, trustee or nominee holding Kape Shares for persons who are citizens, residents or nationals of jurisdictions outside the Isle of Man or the United Kingdom,
- by announcement in the United Kingdom through a RIS or in any other appropriate manner or by notice in the London Gazette or paid advertisement in one or more newspapers published and circulated in the United Kingdom. Such notice shall be deemed to have been sufficiently given, despite any failure by any such Kape Shareholder to receive or see that notice.

A reference in this document to a notice or the provision of information in writing by or on behalf of Unikmind is to be construed accordingly. No such document shall be sent to an address in a Restricted Jurisdiction.

- 9.12 If any written notice from a Kape Shareholder withdrawing their acceptance in accordance with paragraph 4 of this Part B of Appendix I is received in an envelope post-marked in, or which otherwise appears to Unikmind or its agents to have been sent from, a Restricted Jurisdiction, Unikmind reserves the right, in its absolute discretion to treat that notice as invalid. Reference in this paragraph 9 to a Kape Shareholder shall include the person or persons executing a Form of Acceptance and, in the event of more than one person executing the Form of Acceptance, the provisions of this paragraph 9 shall apply to them jointly and severally.
- 9.13 The provisions of this paragraph 9 and/or any other terms of the Offer relating to Overseas Shareholders may be waived, varied or modified as regards specific Kape Shareholders or on a general basis by Unikmind in its sole discretion. Subject to this discretion, the provisions of this paragraph 9 supersede any terms of the Offer inconsistent with them. References in this paragraph 9 to a Kape Shareholder shall include the person or persons making an Electronic Acceptance and the person or persons executing a Form of Acceptance and, in the event of more than one person executing the Form of Acceptance, the provisions of this paragraph apply to them jointly and severally.

PART C
FORM OF ACCEPTANCE
(FOR SHARES IN CERTIFICATED FORM)

This Part C applies to Kape Shares held in certificated form. If you hold all your Kape Shares in uncertificated form you should ignore this Part C and instead read Part D.

For the purposes of this Part C of Appendix I of this document and the Form of Acceptance, the phrase **“Kape Shares in certificated form comprised in the acceptance”** shall mean the number of Kape Shares inserted in Box 2 of the Form of Acceptance or, if no number is inserted (or a number greater than the relevant Kape Shareholder’s holding of Kape Shares is inserted), the greater of:

- the relevant Kape Shareholder’s entire holding of Kape Shares in certificated form as disclosed by details of the register of members made available to the Receiving Agent prior to the time the relevant Form of Acceptance is processed by the Receiving Agent;
- the relevant Kape Shareholder’s entire holding of Kape Shares in certificated form, as disclosed by details of the register of members made available to the Receiving Agent prior to the latest time for receipt of the Form of Acceptance which can be taken into account in determining whether the Offer is unconditional; and
- the number of Kape Shares in certificated form in respect of which certificates or an indemnity in lieu thereof is received by the Receiving Agent.

Each Kape Shareholder by whom, or on whose behalf, a Form of Acceptance is executed and delivered to the Receiving Agent (subject to the rights of withdrawal set out in this document) irrevocably undertakes, represents, warrants and agrees to and with Unikmind, HSBC, and the Receiving Agent (so as to bind such Kape Shareholder and such Kape Shareholder’s personal or legal representatives, heirs, successors and assigns) to the following effect:

- (a) that the execution of the Form of Acceptance, whether or not any Boxes are completed and whether or not the Form of Acceptance is validly executed as a deed, shall constitute:
- (i) an acceptance of the Offer in respect of the number of Kape Shares in certificated form inserted or deemed to be inserted in Box 2 of the Form of Acceptance; and
 - (ii) an undertaking to execute any further documents, take any further action, and give any further assurances which may be required to enable Unikmind to obtain the full benefit of this Part C of this Appendix I and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connections with such Kape Shareholder’s acceptance of the Offer,
- in each case on and subject to the terms and Conditions set out or referred to in this document and in the Form of Acceptance and that, subject only to the rights of withdrawal set out or referred to in paragraph 4 of Part B of this Appendix I, each such acceptance and undertaking shall be irrevocable, provided that if:
- (A) Box 2 or any other box is not completed; or
 - (B) the total number of Kape Shares inserted in Box 2 is greater than the relevant Kape Shareholder’s holding of Kape Shares; or
 - (C) the acceptance is otherwise completed incorrectly,
- but the Form of Acceptance is signed, it shall be deemed to be an acceptance of the Offer in respect of the total number of Kape Shares in certificated form registered in the Kape Shareholder’s name;

- (b) unless “NO” is inserted in Box 6 of the Form of Acceptance, such Kape Shareholder:
- (i) has not, directly or indirectly, received or sent copies or originals of this document, the Form of Acceptance or any related offering documents in, into, or from a Restricted Jurisdiction;
 - (ii) has not, in connection with the Offer or the execution or delivery of the Form of Acceptance utilised, directly or indirectly, the mails, or any means or instrumentality (including, without limitation, e-mail or other electronic transmission, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or of any facility of a national securities exchange of, any Restricted Jurisdiction;
 - (iii) is accepting the Offer from outside any Restricted Jurisdiction and was outside such jurisdictions when the Form of Acceptance was executed, mailed, sent or delivered;
 - (iv) is not acting on a non-discretionary basis (as agent, nominee, custodian, trustee or otherwise) for a principal, unless such Kape Shareholder is an authorised employee of such principal or such principal has given all instructions with respect to the Offer from outside a Restricted Jurisdiction; and
 - (v) if an Overseas Shareholder has observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, obtained all requisite governmental, exchange control, and other required consents, complied with all necessary formalities and paid any issue, transfer or other taxes or other requisite payments due in any such jurisdiction in connection with such acceptance and has not taken or omitted to take any action that shall or may result in Unikmind, HSBC, or any other person acting on behalf of them in breach of the legal or regulatory requirements of, or be liable for any issue, transfer or other taxes or duties or other payments in, any such jurisdiction in connection with the Offer or such Kape Shareholder’s acceptance of the Offer;
- (c) that, in relation to Kape Shares in certificated form, the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes (subject to the Offer becoming or being declared unconditional in accordance with its terms and to such Kape Shareholder not having validly withdrawn their acceptance) the irrevocable and separate appointment of each of Unikmind and/or HSBC and/or the Receiving Agent and any director of, or any person authorised, by them as such shareholder’s agent and/or attorney (the “attorney”) with an irrevocable instruction and authorisation to such attorney to:
- (i) complete and execute all or any form(s) of transfer and/or other document(s) at the discretion of the attorney in relation to the Kape Shares referred to in paragraph (a) of this Part C in favour of Unikmind or such other person or persons as Unikmind or its agents may direct in connection with acceptance of the Offer;
 - (ii) deliver such form(s) of transfer, renunciation and/or other document(s) at the discretion of the attorney and/or the share certificate(s) and/or other document(s) of title relating to such Kape Shares for registration within six months of the Offer becoming unconditional; and
 - (iii) execute all such other documents and do all such other actions and things as may in the opinion of the attorney be necessary or expedient for the purpose of, or in connection with the acceptance of the Offer pursuant to the Form of Acceptance and vest in to in Unikmind (or its nominees) the full legal title and beneficial ownership of the Kape Shares in certificated form comprised in the acceptance;
- (d) that, where Box 4 is completed, indicating an election to utilise the Currency Facility, such Kape Shareholder irrevocably instructs and authorises Unikmind and/or HSBC and/or the Receiving Agent and any director of, or any person authorised, by them to convert from US\$ into pounds Sterling and then remit to such Kape Shareholder (net of costs) the proceeds to which they are entitled as a result of their acceptance, which conversion will be effected by executing one or more market transactions over one or more Business Days, with such Kape Shareholder receiving the benefit of the average

pounds Sterling price obtained pursuant to the trades so executed in accordance with the terms of the Currency Facility set out in paragraph 7 of Part B of Appendix I;

- (e) that, in relation to Kape Shares in certificated form, the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes (subject to the Offer becoming or being declared unconditional in accordance with its terms and to an accepting Kape Shareholder not having validly withdrawn their acceptance) an irrevocable instruction, authorisation and request subject to the provisions of paragraph 9 of Part B of this Appendix I:
 - (i) to Kape or its agents to procure the registration of the transfer of those Kape Shares referred to in paragraph (a) of this Part C pursuant to the Offer and the delivery of the share certificate(s) and/or other document(s) of title in respect of the Kape Shares to Unikmind or as Unikmind may direct; and
 - (ii) to Unikmind, HSBC, or their respective agents, to procure the issue and despatch by post (or such other method as may be approved by the Panel) of a cheque in respect of any cash consideration to which an accepting Kape Shareholder is entitled under the Offer at such Kape Shareholder's risk, to the person or agent whose name and address outside a Restricted Jurisdiction is set out in Box 7 of the Form of Acceptance, or, if no name or address is set out in Box 7, to the first named holder's registered address outside a Restricted Jurisdiction,
- (f) the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes a separate authority to Unikmind, HSBC, the Receiving Agent and their respective directors, officers, partners or any person authorised by, any of them as their agent and/or attorney, within the terms of paragraph 5 of Part B of this Appendix I in respect of the Kape Shares in certificated form comprised in the acceptance;
- (g) that, unless the Panel consents, subject to the Offer becoming or being declared unconditional (or if the Offer would become or be declared unconditional or lapse on the outcome of the resolution in question), in respect of Kape Shares in relation to which the Offer has been accepted or deemed to be accepted (which acceptance has not been validly withdrawn) and pending registration in the name of Unikmind or as it may direct;
 - (i) Unikmind or its agents shall be authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general meeting of Kape or of any class of its shareholders and including the right to sign a written resolution of the Kape Shareholders or any of them) attaching to any Kape Shares in certificated form in respect of which the Offer has been accepted or is deemed to have been accepted and not validly withdrawn; and
 - (ii) the execution of a Form of Acceptance by a Kape Shareholder shall constitute with regard to such Kape Shares in certificated form comprised in the acceptance:
 - (A) an irrevocable authority to Kape and/or its agents to send any notice, circular, warrant, document, or other communication which may be required to be sent to such Kape Shareholder as a member of Kape (including any share certificate(s) or other document(s) of title) to Unikmind at its registered office;
 - (B) an irrevocable authority to any directors of, or any person authorised by Unikmind or its agents to sign any document and do such things as may, in the reasonable opinion of that agent and/or attorney, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Kape Shares held by such Kape Shareholder in certificated form (including, without limitation, signing any written resolution of the Kape Shareholders or any of them or signing any consent to short notice of a general or separate class meeting as such Kape Shareholder's agent and/or attorney and on such Kape Shareholder's behalf and/or to attend and/or to execute a form of proxy in respect of such Kape Shares appointing any person nominated by Unikmind to attend general and separate class meetings of Kape (and any adjournments

thereof) and to exercise the votes attaching to such Kape Shares on their behalf, where relevant, such votes to be cast so far as possible to satisfy any outstanding Condition to the Offer); and

- (C) the agreement of such Kape Shareholder not to exercise any of such rights without the consent of Unikmind and the irrevocable undertaking of such Kape Shareholder not to appoint a proxy to attend any such general meeting or separate class meeting of Kape,

save that this authority shall cease to be valid if the acceptance is validly withdrawn in accordance with paragraph 4 of Part B of this Appendix I;

- (h) such Kape Shareholder shall deliver or procure the delivery to the Receiving Agent at the address referred to in paragraph 4.3 of Part B of this Appendix I, of share certificate(s) or other document(s) of title in respect of all Kape Shares in certificated form held by such Kape Shareholder in respect of which the Offer has been accepted or deemed to be accepted and not validly withdrawn by them, or an indemnity acceptable to Unikmind in lieu thereof, as soon as possible, and in any event within six months of the Offer becoming unconditional;
- (i) that such Kape Shareholder is irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Kape Shares comprised or deemed to be comprised in such acceptance and that such shares are sold fully paid with full title guarantee and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and other third-party rights of any nature whatsoever and together with all rights attaching to them on or after 13 February 2023, including the right to receive and retain, in full, all dividends and other distributions (if any) declared, paid or made thereafter;
- (j) the terms of and Conditions to the Offer contained in this document are deemed to be incorporated in, and form part of, the Form of Acceptance, which shall be read and construed accordingly;
- (k) if such Kape Shareholder accepts the Offer, they shall do all such acts and things as shall be necessary or expedient to vest the Kape Shares referred to in paragraph (a) of this Part C in Unikmind or its nominee(s) or such other persons as Unikmind may decide;
- (l) such Kape Shareholder agrees to ratify each and every act or thing which may be done or effected by Unikmind, HSBC, or the Receiving Agent or any of their respective directors, officers, partners and agents, as the case may be, in the exercise of any of the powers and/or authorities under this document;
- (m) the execution of the Form of Acceptance constitutes such Kape Shareholder's agreement to the terms of paragraph 8.7 of Part B of this Appendix I;
- (n) that the Form of Acceptance shall be deemed to be delivered on its date of execution and shall take effect as a deed on such date;
- (o) if any provision of Part B or Part C of Appendix I shall be unenforceable or invalid or shall not operate so as to afford Unikmind, HSBC, or the Receiving Agent or any of their respective directors, agents or persons authorised by them, the benefit or authority expressed to be given therein, such Kape Shareholder shall, with all practicable speed, do all such acts and things and execute all such documents as may be required to enable Unikmind, HSBC and/or the Receiving Agent and any of their respective directors, agents or persons authorised by them to secure the full benefit of Part B and Part C of Appendix I; and
- (p) that such Kape Shareholder is not a client (as defined by the rules of the FCA) of HSBC in connection with the Offer.

A reference in this Part C of Appendix I to a Kape Shareholder shall include a reference to the person or persons executing a Form of Acceptance and, in the event of more than one person executing a Form of Acceptance, the provisions of this Part C shall apply to them jointly and severally.

PART D
ELECTRONIC ACCEPTANCE

This Part D only applies to Kape Shares in uncertificated form. If you hold all your Kape Shares in certificated form you should ignore this Part D and instead read Part C of this Appendix I.

For the purposes of this Part D, the phrase “**Kape Shares in uncertificated form comprised in the acceptance**” shall mean the number of Kape Shares which are transferred by the relevant Kape Shareholder by Electronic Acceptance to an escrow account by means of a TTE instruction.

Without prejudice to the provisions of Part A and Part B of this Appendix I, each Kape Shareholder by whom, or on whose behalf, an Electronic Acceptance is made (or Restricted Escrow Transfer and Restricted ESA instructions are sent) (subject to the rights of withdrawal referred to in paragraph 4 of Part B of this Appendix I), irrevocably undertakes, represents, warrants and agrees to and with Unikmind, HSBC, and the Receiving Agent (so as to bind such Kape Shareholder, their personal and legal representatives, heirs, successors and assigns) that:

- (a) the Electronic Acceptance shall constitute:
- (i) an acceptance of the Offer in respect of the number of Kape Shares in uncertificated form to which a TTE instruction relates whether for US\$ or pounds Sterling settlement; and
 - (ii) an undertaking to execute any documents, take any further action and give any further assurances which may be required to enable Unikmind to obtain the full benefit of this Part E and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connection with their acceptance of the Offer,

in each case on and subject to the terms and Conditions set out or referred to in this document, and that, subject only to the rights of withdrawal set out or referred to in paragraph 4 of Part B of this Appendix I, each such acceptance and undertaking shall be irrevocable;

- (b) they are irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Kape Shares comprised or deemed to be comprised in such acceptance and that such shares are sold fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made, on or after 13 February 2023.
- (c) such Kape Shareholder:
- (i) has not, directly or indirectly, received or sent copies or originals of this document, the Form of Acceptance or any related offering documents in, into or from a Restricted Jurisdiction;
 - (ii) has not otherwise utilised in connection with the Offer, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, e-mail or other electronic transmission, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or of any facility of a national securities exchange of, any Restricted Jurisdiction;
 - (iii) is accepting the Offer from outside any Restricted Jurisdiction and was outside those jurisdictions at the time of the input and settlement of the relevant TTE instruction(s);
 - (iv) is not acting on a non-discretionary basis (as agent, nominee, custodian, trustee or otherwise) for or on behalf of a principal, unless such Kape Shareholder is an authorised employee of such principal or such principal has given any instructions with respect to the Offer from outside a Restricted Jurisdiction; and
 - (v) if such Kape Shareholder is an Overseas Shareholder, they have observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, obtained all

requisite governmental, exchange control and other required consents, complied with all necessary formalities and paid any issue, transfer or other taxes or other requisite payments due in any such jurisdiction in connection with such acceptance and that they has not taken or omitted to take any action that shall or may result in Unikmind, HSBC or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or their acceptance of the Offer;

- (d) the Electronic Acceptance constitutes (subject to the Offer becoming or being declared unconditional in accordance with its terms and to an accepting Kape Shareholder not having validly withdrawn their acceptance) the irrevocable appointment of each of Unikmind, HSBC and/or the Receiving Agent and any director of, or any person authorised by them, as such Kape Shareholder's attorney and/or agent and an irrevocable instruction and authorisation to such attorney to execute all such documents and do all such acts and things as may, in the opinion of such attorney, be necessary or expedient for the purpose of, or in connection with, the acceptance of the Offer and to vest in Unikmind (or its nominees) the full legal title and beneficial ownership of Kape Shares in uncertificated form comprised in the acceptance;
- (e) the Electronic Acceptance constitutes the irrevocable appointment of the Receiving Agent as the Escrow Agent for the purposes of the Offer with an irrevocable instruction and authorisation:
 - (i) subject to the Offer becoming unconditional in accordance with its terms and the Kape Shareholder not having validly withdrawn their acceptance, to transfer to Unikmind (or to such other person or persons as Unikmind or its agents may direct) by means of CREST all or any of the Kape Shares in uncertificated form which are the subject of a TTE instruction in respect of that Electronic acceptance; and
 - (ii) if the Offer does not become or be declared unconditional, to give instructions to Euroclear immediately after the Offer lapses (or within such longer period as the Panel may permit) to transfer all such Kape Shares to the original available balance of the accepting Kape Shareholder;
- (f) where such Kape Shareholders have elected, by making the relevant TTE Instruction through CREST, to utilise the Currency Facility, such Kape Shareholder irrevocably instructs and authorises Unikmind and/or HSBC and/or the Receiving Agent and any director of, or any person authorised, by them to convert from US\$ into pounds Sterling and then remit to such Kape Shareholder (net of costs) the proceeds to which they are entitled as a result of their acceptance, which conversion will, in the sole discretion of Unikmind, be effected by (i) executing one or more market transactions over one or more Business Days; and/or (ii) applying the market exchange rate available on the relevant date to funds already available to Unikmind in pounds Sterling, with such Kape Shareholder receiving the benefit of a conversion at the same exchange rate as all other Kape Shareholders within the same Acceptance Block, and with all relevant costs being spread evenly on a per Kape Share basis amongst all Kape Shareholders within the same Acceptance Block electing to use the Currency Facility, in accordance with the terms thereof set out in paragraph 7 of Part B of Appendix I;
- (g) the Electronic Acceptance constitutes (subject to the Offer becoming unconditional in accordance with its terms and to the Kape Shareholder not having validly withdrawn their acceptance) an irrevocable instruction and authorisation:
 - (i) subject to the provisions of paragraph 9 of Part B of this Appendix I, to Unikmind, the Receiving Agent or their respective agents to procure the making of a CREST payment obligation in favour of the Kape Shareholder's payment bank in accordance with the CREST payment arrangements in respect of any cash consideration to which such Kape Shareholder is entitled under the Offer, provided that
 - (A) Unikmind may (if, for reasons, outside its reasonable control, it is not able to effect settlement through CREST) determine that all or any part of such cash consideration shall be paid by cheque, despatched by post; and

- (B) if the Kape Shareholder concerned is a CREST member (a “**CREST Member**”) whose registered address is in a Restricted Jurisdiction, any cash consideration to which such shareholder is entitled may be paid by cheque despatched by post,

in any case at the risk of such shareholder, and such cheque shall be despatched to the first named holder at an address outside the Restricted Jurisdiction stipulated by such holder or as otherwise determined by Unikmind; and

- (ii) to Unikmind, Kape or their respective agents, to record, act and rely on any mandates, instructions, consents or instruments in force relating to payments, notices or distributions which have been entered in the records of Kape in respect of their holding of Kape Shares (until such are revoked or varied);
- (h) the Electronic Acceptance constitutes the giving of authority to each of Unikmind, HSBC and the Receiving Agent and their respective directors, officers, partners and agents within the terms set out in Part B and this Part D of Appendix I in respect of the Kape Shares in the uncertificated form comprised in the acceptance;
- (i) unless the Panel otherwise gives its consent, subject to the Offer becoming or being declared unconditional (or if the Offer would become or be declared unconditional or lapse immediately upon the outcome of the resolution in question) in respect of Kape Shares in respect of which the Offer has been accepted or deemed to be accepted (which acceptance has not been validly withdrawn) and pending registration in the name of Unikmind or as it may direct:
- (i) Unikmind and/or its agents shall be authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general meeting of Kape and including the right to sign any written resolution of the Kape Shareholders or any of them) attaching to the Kape Shares in uncertificated form comprised or deemed to be comprised in the acceptance; and
- (ii) an Electronic Acceptance by a Kape Shareholder shall constitute with regard to such Kape Shares in uncertificated form comprised in the acceptance:
- (A) an irrevocable authority to Kape and its agents to send any notice, circular, warrant document or other communication which may be required to be sent to such Kape Shareholder as a member of Kape (including any share certificate(s) or other document(s) of title issued as a result of a conversion of such Kape Shares into certificated form) to Unikmind at its registered office;
- (B) an irrevocable authority to Unikmind or any directors of, or person authorised by Unikmind to sign any document and do such things as may, in the opinion of that agent and/or attorney, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Kape Shares held by such Kape Shares in uncertificated form (including, without limitation, signing any written resolution of the Kape Shareholders or any of them, signing consent to short notice of a general or separate class meeting as their attorney and/or agent and on such Kape Shareholder’s behalf and/or to attend and/or execute a form of proxy in respect of such Kape Shares appointing any person nominated by Unikmind to attend general and separate class meetings of Kape (and any adjournments thereof) and to exercise on their behalf the votes attaching to such Kape Shares on such Kape Shareholder’s behalf, where relevant, such votes to be cast so far as possible to satisfy any outstanding Condition of the Offer); and
- (C) the agreement of such Kape Shareholder not to exercise any such rights without the consent of Unikmind and the irrevocable undertaking of such Kape Shareholder not to appoint a proxy to attend any such general or separate class meeting of Kape;

The authorities referred to in this paragraph (h) of Part D of this Appendix I shall cease to be valid if the acceptance is withdrawn in accordance with paragraph 4 of Part B of this Appendix I;

- (j) that such Kape Shareholder will do all such acts and things as shall, in the opinion of Unikmind, be necessary or expedient to vest in Unikmind (or its nominee(s)) the Kape Shares in uncertificated form comprised or deemed to be comprised in the acceptance and to enable the Receiving Agent to perform its function as escrow agent for the purposes of the Offer;
- (k) if, for any reason, any Kape Shares in respect of which a TTE instruction has been effected in accordance with paragraph 18 of the letter from Unikmind contained in Part I of this document are converted to certificated form, they shall (without prejudice to paragraph (h) of this Part D of Appendix I) immediately deliver, or procure the immediate delivery of the share certificate(s) or other document(s) of title in respect of all such Kape Shares that are so converted to the Receiving Agent at the address referred to in paragraph 4.3 of Part B of this Appendix I or to Unikmind at its registered address or as Unikmind or its agents may direct; and they shall be deemed upon conversion to undertake, represent, warrant and agree in the terms set out in Part B of this Appendix I in relation to such Kape Shares, without prejudice to the application of this Part D of Appendix I so far as Unikmind deems appropriate;
- (l) the creation of a CREST payment obligation in favour of their payment bank in accordance with CREST payment arrangements referred to in paragraph (f) of this Part D shall, if and to the extent of the obligation so created, discharge in full any obligation of Unikmind to pay them the cash consideration to which they are entitled under to the Offer;
- (m) they shall ratify each and every act or thing which may be done or effected by Unikmind, its directors or the Receiving Agent or any of their respective directors, officers, partners and agents, or by Kape or its agents, as the case may be, in the exercise of any of the powers and/or authorities under this Part D of Appendix I;
- (n) if any provision of Part B or this Part D of Appendix I shall be unenforceable or invalid or shall not operate so as to afford Unikmind, HSBC or the Receiving Agent or any of their respective directors, officers, partner and agents, or persons authorised by them, the benefit of the authority expressed to be given therein they shall, with all practicable speed, do all such acts and things and execute all such documents that may be required or desirable to enable Unikmind, HSBC and/or the Receiving Agent and any of their respective directors, agents or persons authorised by them or Kape or any of its agents to secure the full benefit of Part B or this Part D of Appendix I;
- (o) the making of an Electronic Acceptance constitutes such Kape Shareholder's submission to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising in connection with the Offer;
- (p) by virtue of Regulation 24 of the Uncertificated Securities Regulations, the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the CREST Member accepting the Offer in the terms of all the powers and authorities expressed to be given in Part B, Part C (where applicable by virtue of paragraph (i) above) and this Part D of Appendix I to Unikmind, HSBC, the Receiving Agent or any of their respective directors or agents set out in this Appendix I;
- (q) they are not a client (as defined by the FCA rules) of HSBC in connection with the Offer,

provided that paragraph (c) above shall not apply to Kape Shareholders by whom, or on whose behalf, Restricted Escrow Transfers and Restricted ESA Instructions are sent.

References in this Part D of this Appendix I to a Kape Shareholder shall include references to the person or persons making an Electronic Acceptance and, in the event of more than one person making an Electronic Acceptance, the provisions of this Part D shall apply to them jointly and to each of them.

APPENDIX II

FINANCIAL AND RATINGS INFORMATION

PART A: FINANCIAL AND RATING INFORMATION RELATING TO UNIKMIND

The following sets out the financial information in respect of Unikmind as required by Rule 24.3 of the Takeover Code. The documents referred to below are incorporated into this document by reference pursuant to Rule 24.15 of the Takeover Code:

| Information | Website Address |
|--|---|
| Extract from Unikmind's condensed audited financial statements for the year ended 31 December 2021 | http://www.unikmind-holdings.com/ Click on the link entitled 'Reports & Presentations' |

PART B: FINANCIAL AND RATING INFORMATION RELATING TO KAPE

The following table sets out financial information in respect of Kape as required by Rule 24.3(e) of the Code. The documents referred to in the table, the contents of which have been previously announced through a RIS, are incorporated into this document by reference pursuant to Rule 24.15 of the Code. If you are reading this document in hard copy, please enter the web addresses below in your web browser to be brought to the relevant document. If you are reading this document in soft copy please click on the web addresses below to be brought to the relevant document.

| Information | Website Address |
|--|---|
| Kape's audited accounts for the year ended 31 December 2021 | https://investors.kape.com/investors/reports-presentations Click on the link entitled 'Reports and presentation' and 2021 |
| Kape's unaudited interim results for the six months ended 30 June 2022 | https://investors.kape.com/investors/reports-presentations Click on the link entitled 'Reports and presentation' and 2022 |
| Kape's Trading Update for the year ended 31 December 2022 | https://investors.kape.com/investors/reports-presentations Click on the link entitled 'Reports and presentation' and 2022, and go to page 2 |

The information is available in "read-only" format and for reviewing and downloading free of charge from Kape's website at the addresses above. Any person who has received this document may request a copy of such documents incorporated by reference. A copy of any such documents or information incorporated by reference in this document shall not be sent to such persons unless requested from the Receiving Agent at Equiniti, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA, or by telephone on +44 371 384 2050. If requested, copies shall be provided, free of charge, within two Business Days of request.

For the avoidance of doubt, neither the content of Kape's website, nor the content of any website accessible from hyperlinks on Kape's website, is incorporated into, or forms part of, this document.

APPENDIX III

SOURCES OF INFORMATION AND BASES OF CALCULATIONS

Unless otherwise stated in this document:

1. As at 2 March 2023 (being the last practicable date before the date of this Offer Document), there were 431,274,804 Kape Shares in issue (of which 3,038,558 Kape Shares are held in treasury).
2. Any references to the issued and to be issued share capital of Kape are based on the 428,236,246 Kape Shares in issue (excluding ordinary shares held in treasury).
3. The number of Kape Shares in issue referred to in paragraphs 1 and 2 of this Appendix III above does not include 10,631,832 Kape Shares which would be required to be issued to satisfy the exercise of options granted, or agreed to be granted, under the Kape Share Plan (excluding any options that have an exercise price that is higher than the Offer Price) if the Offer becomes, or is declared, unconditional.
4. All Closing Prices have been derived from FactSet and all volumes have also been derived from FactSet using the prices and volumes of Kape Shares traded on AIM.
5. All references to FX rates have been derived from Bloomberg, with the Announcement Exchange Rate being that which was derived from Bloomberg at 21:59 UKT on 10 February 2023, being the last available closing spot exchange rate prior to the 2.7 Announcement and the Offer Document Exchange Rate being that which was derived from Bloomberg at 00:00 UKT on 3 March 2023, being the last practicable closing spot exchange rate prior to the publication of the Offer Document.
6. All volume weighted average prices have been derived from FactSet on 10 February 2023 using the prices and volumes of Kape Shares traded on AIM.
7. All financial information relating to Kape is extracted from Kape's: (i) audited financial statements for the financial year ended as at the Last Accounts Date; (ii) interim report and results for the six months ended 30 June 2022; (iii) the trading update for the year ended 31 December 2022; and (iv) any other public notifications since 30 June 2022 made by Kape.

APPENDIX IV

TAXATION

Isle of Man Taxation

The comments set out below summarise certain limited aspects of the Isle of Man taxation treatment of Kape Shareholders under the Offer and do not purport to be a complete analysis of all tax considerations relating to the Offer. They are based on current Isle of Man legislation and what is understood to be current Isle of Man Government published practice, both of which are subject to change, possibly with retrospective effect.

The comments are intended as a general guide and apply only to Kape Shareholders who are resident or (if individuals) ordinarily resident for tax purposes in the Isle of Man. Kape Shareholders who are in any doubt about their taxation position, or who are resident or otherwise subject to taxation in a jurisdiction outside the Isle of Man, should consult an appropriate independent professional tax adviser immediately.

Isle of Man taxation of capital gains

The disposal by Kape Shareholders of their Kape Shares for cash under the Offer will not give rise to any liability to capital gains tax in the Isle of Man.

(A) *Individual Kape Shareholders*

Isle of Man resident holders of Kape Shares may be liable to income tax on the receipt of cash under the Offer, currently 10 per cent., or at the higher rate, currently 20 per cent., depending on their individual circumstances.

(B) *Corporate Kape Shareholders*

The Isle of Man operates a zero rate of tax for most corporate taxpayers.

Isle of Man stamp duty and stamp duty reserve tax

No Isle of Man stamp duty or stamp duty reserve tax will be payable on the transfer of, or any other dealing in, Kape Shares.

United Kingdom Taxation

The following statements are intended only as a general guide to certain UK tax considerations and do not purport to be a complete analysis of all potential UK tax consequences relating to the Offer. They are based on current UK tax law and what is understood to be the current practice of HMRC (which may not be binding on HMRC) as at the date of this document, both of which may change, possibly with retroactive effect.

The following statements apply only to Kape Shareholders who are resident, and in the case of individuals domiciled, for tax purposes in (and only in) the United Kingdom, and in the case of individuals to whom “split year” treatment does not apply, who hold their Kape Shares as an investment (other than where a tax exemption applies, for example in an individual savings account or pension arrangement) and who are the absolute beneficial owners of both the relevant Kape Shares and any dividends paid on them. The tax position of certain categories of Kape Shareholders who are subject to special rules is not considered and it should be noted that those Kape Shareholders may incur liabilities to UK tax on a different basis to that described below. This includes persons who have acquired (or could be treated for tax purposes as having acquired) their Kape Shares in connection with employment, dealers in securities, insurance companies, collective investment schemes, charities, exempt pension funds and temporary non-residents and non-residents carrying on a trade, profession or vocation in the UK.

The above statements do not address all possible tax consequences of the Offer and, in particular, do not cover the tax position of holders of options or awards under the Kape Share Plan. The statements summarise the current UK tax position and are intended as a general guide only.

Kape Shareholders who are in any doubt as to their tax position or who may be subject to tax in a jurisdiction other than the United Kingdom are strongly recommended to consult their own professional advisers.

UK taxation of chargeable gains

The transfer of Kape Shares under the Offer in return for cash should be treated as a disposal or, if the Offer is only accepted in respect of part of a holding of Kape Shares and Unikmind does not exercise its rights to acquire compulsorily all Kape Shares, a part disposal, of the Kape Shareholder's Kape Shares for the purposes of UK capital gains tax or corporation tax on chargeable gains (as applicable). This disposal or part disposal may, depending on the Kape Shareholder's circumstances and subject to any available exemption or relief (such as the annual exempt amount for individuals), give rise to a liability to UK capital gains tax or UK corporation tax on chargeable gains, or an allowable capital loss.

Subject to any available exemptions, reliefs or allowances, gains arising on a disposal of Kape Shares by an individual Kape Shareholder will be subject to UK capital gains tax at the rate of 20 per cent.

Subject to any available exemptions, reliefs or allowances, gains arising on a disposal of Kape Shares by a Kape Shareholder, within the charge to UK corporation tax, will be subject to UK corporation tax on chargeable gains in respect of the disposal at the rate of 19 per cent. (increasing to 25 per cent. from 1 April 2023).

Stamp duty and stamp duty reserve tax

No UK stamp duty or stamp duty reserve tax should be payable by Kape Shareholders on the transfer of their Kape Shares under the Offer on the basis that the Kape Shares are admitted to trading on AIM but are not listed on any recognised stock exchange or included in an official list (e.g., listed on the Main Market of the London Stock Exchange).

Kape Share Plan

Special tax provisions may apply to Kape Shareholders who have acquired or acquire their Kape Shares pursuant to options and/or awards under the Kape Share Plan, including provisions imposing a charge to UK income tax and National Insurance Contributions when an option or award is exercised. Such Kape Shareholders are advised to seek independent professional advice.

APPENDIX V

ADDITIONAL INFORMATION

1. Responsibility

The Unikmind Directors, whose names are set out in paragraph 2.1 below and the Unikmind Responsible Person, being Mr. Teddy Sagi, each accept responsibility for the information contained in this document (including any expressions of opinion) other than the information contained in this document relating to the Unikmind Responsible Person and the persons acting in concert with him (other than Unikmind, the Unikmind Directors and their families, related trusts and connected persons), save that the only responsibility accepted by the Unikmind Directors in respect of such information as relates to the Kape Group, source from publicly available information or provided as part of the limited due diligence exercise outline in paragraph 3 of Part 1 of this Offer Document, is to ensure that such information is correctly and fairly reproduced and presented. To the best of the knowledge and belief of the Unikmind Directors and the Unikmind Responsible Person (who have taken all reasonable care to ensure that such is the case), the information contained in this document (including any expressions of opinion) for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Unikmind Responsible Person, being Mr. Teddy Sagi, accepts responsibility for the information contained in this document (including any expressions of opinion) relating to the Unikmind Responsible Person and the persons acting in concert with him (other than Unikmind, the Unikmind Directors and their families, related trusts and connected persons). To the best of the knowledge and belief of the Unikmind Responsible Person (who has taken all reasonable care to ensure that such is the case), the information contained in this document (including any expressions of opinion) for which the Unikmind Responsible Person is responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors and registered offices

2.1 The Unikmind Directors and their respective positions are as follows:

| | |
|-----------------------|----------|
| Mr. Ekhard Garbers | Director |
| Mr. Allister Crossley | Director |
| Mrs. Antigoni Fakonti | Director |

The registered office of Unikmind and the business address of each Unikmind Director is Fort Anne, South Quay, IM1 5PD, Douglas, Isle of Man.

The Unikmind Responsible Person has appointed GlobeInvestUK Ltd of Labs Atrium, Stables Market, London, England, NW1 8AH as its agent for service of process in relation to the Offer.

2.2 The Kape Directors and their respective positions are:

| | |
|-----------------|---|
| Don Elgie | Non-executive Chair |
| Ido Erlichman | Chief Executive Officer |
| Oded Baskind | Chief Financial Officer |
| David Cotterell | Non-executive Director |
| Martin Blair | Non-executive Director |
| Pierre Lallia | Non-executive Director |
| Dan Pomerantz | Non-executive Director (who is also employed by the Wider Kape Group in an executive capacity as the General Manager of its Digital Privacy Division) |

The registered office of Kape and the business address of each Kape Director is Sovereign House, 4 Christian Road, Douglas, Isle of Man, IM1 2SD.

The company secretary of Kape is Sovereign Trust (Isle of Man) Limited.

3. Market Quotations

Set out below are the Closing Prices of Kape Shares as derived from the AIM APPENDIX of the Daily Official List of the London Stock Exchange on:

- (a) the first Business Day of each of the six months immediately prior to the date of this document;
- (b) 10 February 2023 (the last Business Day before the start of the Offer Period); and
- (c) the Latest Practicable Date:

| Date | Kape Share |
|------------------|------------|
| | (pence) |
| 1 September 2022 | 275 |
| 3 October 2022 | 270 |
| 1 November 2022 | 220 |
| 1 December 2022 | 246 |
| 3 January 2023 | 265 |
| 2 February 2023 | 259 |
| 10 February 2023 | 260 |
| 2 March 2023 | 295 |

4. Interests and Dealings

- (a) Definitions

For the purposes of this paragraph 4:

- (i) **“acting in concert”** with a party means any such person acting or deemed to be:
 - (A) acting in concert with that party for the purposes of the Code and/or the Offer. Persons who will be presumed to be acting in concert with other persons include;
 - (B) a company, its parent, subsidiaries and fellow subsidiaries and their associated companies and companies of which such companies are associated companies, all with each other (for this purpose ownership or control of 20 per cent. of more of the equity share capital of a company is regarded as the test of associated company status);
 - (C) a company with its directors (together with their close relatives and the related trusts of any of them);
 - (D) connected advisers (and persons controlling, controlled by or under the same control as such connected advisers) with their clients; and
 - (E) the pension schemes of the company or any company described in (1) above;
- (ii) **“arrangement”** includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature relating to relevant securities which may be an inducement to deal or refrain from dealing;
- (iii) **“connected advisers”** includes an organisation which: (i) is advising Unikmind in relation to the Offer; (ii) is corporate broker to Unikmind; (iii) is advising a person acting in concert with Unikmind in relation to the Offer or in relation to the matter which is the reason for that person being a member of the concert party; or (iv) is advising a relevant company in relation to the Offer;
- (iv) **“control”** means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest or interests give *de facto* control;

- (v) **“dealing” or “dealt”** includes the following:
 - (A) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to securities or of general control of securities;
 - (B) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;
 - (C) subscribing or agreeing to subscribe for relevant securities;
 - (D) the exercise or conversion, whether in respect of new or existing securities, of any relevant securities carrying conversion or subscription rights;
 - (E) the acquisition or, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;
 - (F) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities;
 - (G) the redemption or purchase of, or taking or exercising an option over, any of its own relevant securities by Unikmind or Kape; and
 - (H) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which they have a short position;
- (vi) **“Dealing Arrangement”** means an arrangement of the kind referred to in Note 11(a) on the definition of acting in concert in the Code;
- (vii) **“derivative”** includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;
- (viii) **“Disclosure Date”** means the close of business on the Latest Practicable Date;
- (ix) **“Disclosure Period”** means the period starting on 13 February 2022 (the date 12 months prior to the date of the start of the Offer Period) and ending on the Disclosure Date;
- (x) **“Financial Collateral Arrangement”** means an arrangement of the kind referred to in Note 4 on Rule 4.6 of the Code;
- (xi) **“Offer Period”** means, in this context, the period starting on 13 February 2023 and ending on the Disclosure Date;
- (xii) **“relevant securities”** includes: (1) Unikmind Shares and any other securities of Unikmind conferring voting rights or, as the context requires, Kape Shares and any other securities of Kape conferring voting rights; (2) equity share capital of Unikmind or, as the context requires, Kape; and (3) any securities convertible into or rights to subscribe for the securities of Unikmind or, as the context requires, Kape, described in (1) and (2) above and securities convertible into, rights to subscribe or, options (including traded options) in respect of and derivatives referenced to any of the foregoing;
- (xiii) **“short position”** means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligations or right to require another person to purchase or take delivery; and
- (xiv) a person is treated as **“interested”** in securities if they have long economic exposure, whether absolute or conditional, to changes in the price of those securities (and a person who only has

a short position in securities is not treated as interested in those securities). In particular, a person is treated as “interested” in securities if:

- (A) they own them;
- (B) they have the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;
- (C) by virtue of any agreement to purchase, option or derivative, they:
 - (1) have the right or option to acquire them or call for their delivery; or
 - (2) are under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise; or
- (D) they are a party to any derivative:
 - (1) whose value is determined by reference to their price; and
 - (2) which results, or may result, in their having a long position in them.

(b) Interests and Dealings in Kape

As at the close of business on 2 March 2023 (being the last practicable date prior to the publication of this Offer Document), Mr. Pierre Lallia is acting in concert with Unikmind and holds 15,000 Kape Shares. Mr. Lallia is a director of Kape appointed to his role by Unikmind and is a director of Globe Invest UK Ltd, an affiliate of Mr. Teddy Sagi.

| Name: | Number of Kape Shares: | Approximate percentage of existing issued share capital: |
|-------------------|-------------------------------|---|
| Unikmind | 232,288,281 | 54.27%* |
| Mr. Pierre Lallia | 15,000 | 0.00% |
| HSBC Bank plc | 0 | 0.00% |

*Note: the percentage interest of Unikmind Holdings Limited in Kape Technologies plc as disclosed in this Offer Document is lower than the percentage interest published in the Rule 2.7 Announcement made on 13th February 2023 due to the inclusion of 4,000,000 shares held in Employee Benefit Trust as part of the total issued share capital.

(c) Interests and Dealings in Unikmind

Mr. Teddy Sagi is the sole ultimate shareholder and beneficiary of Unikmind.

As at the close of business on 2 March 2023 (being the last practicable date prior to the publication of this Offer Document), Kape had no interest in any relevant Unikmind securities.

As at the close of business on 2 March 2023 (being the last practicable date prior to the publication of this Offer Document), no persons acting in concert with Unikmind had any interest in relevant Unikmind securities.

As at the close of business on 2 March 2023 (being the last practicable date prior to the publication of this Offer Document), none of the Unikmind Directors or their respective immediate families, related trusts and connected persons, all of which are beneficial unless otherwise stated, had any interest in relevant Unikmind securities (including options).

As at the close of business on 2 March 2023 (being the last practicable date prior to the publication of this Offer Document), no options over Unikmind Shares have been granted to the Unikmind Directors and their respective immediate families, related trusts and connected persons under any relevant Unikmind schemes and remained outstanding.

There have been no dealings for value in Unikmind securities by the Unikmind Directors and their respective immediate families, related trusts and connected persons during the disclosure period.

(d) General

- (i) Save as disclosed above, none of Unikmind, any of the directors of Unikmind, any members of such directors' close relatives or any related trusts or companies, nor any person acting in concert with Unikmind, nor any person with whom Unikmind or any person acting in concert with Unikmind has an arrangement, was interested, had any rights to subscribe or had any short positions in respect of any relevant securities on the disclosure date nor has any such person dealt in any relevant securities during the disclosure period.
- (ii) Neither Unikmind nor any person acting in concert with Unikmind has borrowed or lent any relevant securities of Kape during the disclosure period, save for any borrowed shares which have either been on-lent or sold.
- (iii) Neither Unikmind nor any person acting in concert with Unikmind has entered into or taken any action to unwind any financial collateral arrangements in respect of any relevant securities of Kape during the disclosure period.

(e) Material Contracts

- (i) Non-disclosure agreement

Non-disclosure agreement

On 24 December 2022, Unikmind and Kape entered into the Kape NDA, pursuant to which, amongst other things, Unikmind and Kape gave certain undertakings to each other, including: (i) subject to certain exceptions, including with respect to information relating to Kape or the Kape Group not to disclose it to third parties (other than to the Authorised Recipients in the context of the Offer including: (A) members of the Unikmind Group or Globe Invest (as defined therein), or any of their respective officers, employees and advisers; (B) Mr. Teddy Sagi; and (C) any named potential finance provider to the Unikmind Group as Kape may (in each case) approve in advance in writing); and (ii) use such confidential information only for the purposes of considering, evaluating or negotiating the Offer and its financing. These confidentiality obligations will remain in force until the earlier of (i) completion of the Offer or (ii) two years from the date of the Kape NDA. The Kape NDA also contains standstill provisions which restrict Unikmind and Globe Invest, and any person acting in concert with Mr. Teddy Sagi from acquiring or offering to acquire any shares, securities or interest in Kape. Kape agreed to release Unikmind from certain of these restrictions to permit Unikmind to make the Offer.

Partial Standstill Release

On 10 February 2023, the Kape Board released Unikmind from certain of the provisions of the Kape NDA in order to allow it to make the Offer by way of the Partial Standstill Release.

Under the Partial Standstill Release, Kape has agreed to use reasonable endeavours, except to the extent that to do so is prohibited by applicable law, to provide Unikmind and its legal advisers, in a timely manner all such information and reasonable assistance within Kape's power or control as may be reasonably required by Unikmind for the purpose of any filings, notifications or submissions required under applicable law or regulation to be made to or with a relevant authority in order for the Offer to be completed or which would, if not satisfied or made, result in a criminal or material regulatory sanction for a member of the Unikmind Group or any of their respective directors or officers as a result of a completion of the Offer.

Under the Partial Standstill Release, Kape has agreed that Unikmind may make the Offer provided that the Offer is subject to the Acceptance Condition.

(ii) Financing Arrangements

Shareholder loan

On 20 December 2022 Unikmind, as borrower, and Mr. Teddy Sagi (the “**Investor**”), entered into a Deed of Amendment and Restatement of Loan Agreements (the “**Shareholder Loan Agreement**”), pursuant to which the Investor has agreed to make available to Unikmind an additional loan in the aggregate principle amount of £100,000,000 (the “**Additional Loan**”) for the purposes of this Offer, in addition to the existing, original loan, pursuant to which the Investor has previously made available to Unikmind a loan in an aggregate Principal Amount of £388,293,673.75 (the “**Original Loan**”). The parties agreed to amend and restate the Original Loan together with the Additional Loan into a single subordinated consolidated loan (the “**Subordinated Consolidated Loan**”).

The Subordinated Consolidated Loan bears no interest (zero interest loan).

Unikmind is to repay the Principal Amount of the Subordinated Consolidated Loan, in whole, or in parts, in one amount or in several instalments not later than the Subordinated Loan Repayment Date, provided that the Bank Debt has been fully and finally discharged to the satisfaction of the relevant lending banks or agent under the relevant Facility Agreements and that there is no further obligation to provide financial accommodation thereunder, or such repayment is permitted under the terms of the relevant Facility Agreements.

Pursuant to the Shareholder Loan Agreement, Unikmind represents, warrants and covenants that the Subordinated Consolidated Loan documents constitute legal, valid and binding obligations of Unikmind, that no written representation, warranty or other statement in any Subordinated Consolidated Loan document contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading, and that the Loan shall be subordinated in rank and right of payment to any other undertakings, debts or commitments of Unikmind towards any current or future Bank Debt.

The Subordinated Consolidated Loan is unsecured.

The Shareholder Loan Agreement is governed by English law and the parties have submitted to the exclusive jurisdiction of the English courts.

Holdco facility agreement

On 10 February 2023, Unikmind, as borrower, Equiom (Isle of Man) Limited (the “**Trust**”), the Investor and HSBC Private Bank (Suisse) SA (the “**Holdco Lender**”) entered into the holdco facility agreement (the “**Holdco Facility Agreement**”), which was effective as of 13 February 2023. Pursuant to the Holdco Facility Agreement, the Holdco Lender agreed to make available to Unikmind a term loan facility of up to US\$267,000,000. The Holdco Facility has been made available to finance the Acquisition consideration for the purchase of Kape Shares pursuant to a Scheme or an Offer and/or Squeeze-Out (including any and all payments to the holders of Kape Shares at any time in connection with the Acquisition and payments to Kape option holders), the interest cover amount (the “**Interest Cover Amount**”), and finance fees, costs, commissions, taxes, stamp duties, and expenses, and amounts payable under or in connection with the finance documents (the “**Finance Documents**”) or in connection with the Acquisition and after the end of the certain funds period (the “**Certain Funds Period**”), refinance amounts of Excess Equity Contribution.

The rate of interest on each loan for each interest period (“**Interest Period**”) is the sum of 3 per cent. and the compounded SOFR rate for that day. Interest Periods will be one or three months. The initial maturity date is the date falling 24 months after the first utilisation date (“**Utilisation Date**”) (the “**Initial Maturity Date**”) and may be extended an additional 12 months (the “**Final Maturity Date**”), subject to certain conditions.

Unikmind shall repay the aggregate loans in full on the Initial Maturity Date (or, if extended, the Final Maturity Date) and may not reborrow any part of the Facility which is repaid.

The Holdco Facility Agreement will be immediately cancelled and will immediately cease to be available for further utilisation and all utilisations, accrued interest, break costs (if any) and other amounts under the Finance Documents, will become due and payable upon certain change of control events. The Holdco Facility Agreement permits voluntary cancellation of the facility and voluntary prepayments in whole or in part.

The Holdco Facility Agreement includes restrictions and undertakings including (but not limited to) restrictions applicable to Unikmind on the payment of dividends, mergers and acquisitions, disposals and financial indebtedness, and undertakings in respect of the Offer.

The Holdco Facility Agreement includes customary representations and undertakings (including financial maintenance covenants) and financial information rights. Certain representations are deemed to be repeated by Unikmind on the date of a utilisation request, on each Utilisation Date and on the first day of each Interest Period.

The Holdco Facility Agreement benefits from: (i) the Bridge Security (as defined below); (ii) security over a bank account of Unikmind into which the debt service reserve amount may be deposited; (iii) security over any other bank accounts into which any portion of the Interest Cover Amount is deposited; (iv) a personal guarantee from the Investor; and (v) security over 51 per cent. of the issued share capital of LabTech Investments Limited and any shareholder loans made by the Trust to Labtech Investments Limited or any subsidiaries of Labtech Investments Limited.

The Holdco Facility Agreement is governed by English law.

Bridge facilities agreement

On 10 February 2023, Unikmind, as borrower, and HSBC, as bridge lender entered into the bridge loan facility agreement (the “**Bridge Facilities Agreement**”), which was effective as of 13 February 2023. Pursuant to the Bridge Facilities Agreement, HSBC agreed to make available to Unikmind US dollar term loan facilities in two tranches of up to US\$268,000,000 and up to US\$75,000,000 respectively (the “**Bridge Facilities**”). The Bridge Facilities have been made available to finance the Acquisition consideration for the purchase of Kape Shares pursuant to a Scheme or an Offer and/or Squeeze-Out (including any and all payments to the holders of Kape Shares at any time in connection with the Offer and payments to the Kape option holders), financing fees, costs, commissions, taxes, stamp duties, and expenses, and amounts payable under or in connection with the Finance Documents or in connection with the Acquisition and after the end of the Certain Funds Period, refinancing amounts of Excess Equity Contribution or a repayment of amounts borrowed under the Holdco Facility Agreement.

The rate of interest on each loan for each Interest Period is the percentage rate per annum which is the aggregate of the applicable margin (which is initially 3 per cent. and has a ratchet increase mechanic over time up to a maximum of 4.75 per cent.) and the compounded SOFR rate for that day. Interest Periods will be three months.

Unikmind shall repay the aggregate loans in full on the maturity date (the date falling one year after the date of the Bridge Facilities Agreement) and may not reborrow any part of the facility which is repaid. Unikmind shall also apply the proceeds of any Cash Upstreaming from Kape in prepayment of the Loans.

The Bridge Facilities Agreement will be immediately cancelled and will immediately cease to be available for further utilisation and all utilisations, accrued interest, break costs (if any) and other amounts under the Finance Documents, will become due and payable should certain change of control events occur. The Bridge Facilities Agreement permits voluntary cancellation of the facility and voluntary prepayments in whole or in part.

The Bridge Facilities Agreement includes restrictions and undertakings including (but not limited to) restrictions applicable to Unikmind on the payment of dividends, mergers and acquisitions, disposals and financial indebtedness, and undertakings in respect of the Offer.

The Bridge Facilities Agreement includes customary representations and undertakings and financial information rights. Certain representations are deemed to be repeated by Unikmind on the date of a utilisation request, on each Utilisation Date and on the first day of each Interest Period.

The Bridge Facilities Agreement benefits from: (i) a first ranking security over the shares held by the Investor in Unikmind and any shareholder loans made by the Investor to Unikmind, Kape or any of Kape's subsidiaries; and (ii) a first ranking security over the shares Unikmind owns and acquires in Kape and any shareholder loans made by Unikmind to Kape or any of Kape's subsidiaries (together the "**Bridge Security**").

The Bridge Facilities Agreement is governed by English law.

Intercreditor Agreement

In connection with the Bridge Facilities Agreement and the Holdco Facility Agreement, Unikmind, the Trust, the HSBC and the Holdco Lender, among others, entered into an intercreditor agreement (the "**Intercreditor Agreement**") dated 13 February 2023. The Intercreditor Agreement sets out certain intercreditor arrangements between the parties thereto in connection with the Bridge Security which is shared between the Bridge Facilities Agreement and Holdco Facility Agreement. The Intercreditor Agreement is governed by English law.

- (f) Cash confirmation
HSBC, as financial advisor to Unikmind, is satisfied that sufficient cash resources are available to Unikmind to enable it to satisfy in full the cash consideration payable to Kape Shareholders under the terms of the Offer.
- (g) Bases and Sources
In this document, unless otherwise stated or the context otherwise requires, the bases and sources used are as described in Appendix III to this document.
- (h) Consent
HSBC has given and not withdrawn its written consent to the issue of this document with the inclusion herein of the references to its name in the form and context in it appears.
- (i) Other information
 - (i) Save as disclosed in this document, there is no agreement, arrangement or understanding (including any compensation arrangements) between Unikmind or any person acting in concert with it and any of the directors, recent directors, shareholders or recent shareholders of Kape or any person interested or recently interested in Kape shares having any connection with or dependence on or which is conditional upon the outcome of the Offer.
 - (ii) Save as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Unikmind or any concert party of Unikmind and any of the directors, recent directors, shareholders or recent shareholders of Kape or any person interested or recently interested in shares of Kape having any connection with or dependence on the Offer.
 - (iii) Except as disclosed in this document, neither Unikmind nor any person acting in concert with it has procured an irrevocable undertaking or letter of intent to accept the terms of the Offer.
 - (iv) Except as disclosed in this document, no agreement, arrangement or understanding of whatever nature whether formal or informal (including indemnity or option arrangements) relating to

relevant securities which may be an inducement to deal or refrain from dealing exists between Unikmind or any concert party of Unikmind and any other person.

- (v) Except as disclosed in this document, there is no agreement, arrangement or understanding by which any securities acquired in pursuance of the Offer will be transferred to any other person.
 - (vi) There is no agreement to which Unikmind is a party which relates to the circumstances in which it may, or may not, invoke a condition to the Offer.
- (j) Fees and expenses
- The aggregate fees and expenses which are expected to be incurred by Unikmind in connection with the Offer are estimated to amount to £15,868,882 excluding applicable VAT. This aggregate number consists of the following categories:
- (i) financing arrangements: £9,294,102;
 - (ii) financial and corporate broking advice: £4,485,000⁽¹⁾;
 - (iii) legal advice: £1,851,000⁽¹⁾⁽²⁾;
 - (iv) public relations advice: £125,000;
 - (v) other professional services: £13,280; and
 - (vi) other costs and expenses: £100,000.
- (1) A proportion of such fees are success-based and payable depending on the outcome of the Offer.
- (2) The fees are charged by reference to hourly or daily rates. Amounts included here reflect the time incurred up to the last practicable date and an estimate of further time required.

- (k) Persons acting in concert
- The persons (other than the Unikmind Directors and members of the Unikmind Group) who, for the purposes of the Code, are acting in concert with Unikmind are:

| Name | Type | Registered Office | Relationship |
|-------------------|------------------------|---|-------------------------------------|
| Mr. Pierre Lallia | Individual Director | Sovereign House, 4 Christian Road, Douglas, Isle of Man, IM1 2SD | Unikmind appointee to Kape Board |
| HSBC Bank plc | Financial Services | 8 Canada Square, London, E14 5HQ | Financial Advisor to Offeror |

- (l) Documents available on website
- Copies of the following documents will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Unikmind's website at <http://www.unikmind-holdings.com/> until the end of the Offer:
- (i) the constitutional documents of Unikmind;
 - (ii) a copy of this Offer Document;
 - (iii) the 2.7 Announcement;
 - (iv) a copy of the Form of Acceptance;
 - (v) the documents incorporated by reference (in accordance with Rule 24.15) in Appendix II;
 - (vi) the consent letter from HSBC in relation to the 2.7 Announcement;
 - (vii) the consent letter from HSBC in relation to this Offer Document;
 - (viii) the Kape NDA;

- (ix) the Partial Standstill Release;
- (x) the Shareholder Loan Agreement, Bridge Facilities Agreement and Holdco Facility Agreement;
- (xi) the Intercreditor Agreement; and
- (xii) the fee letters from HSBC.

Save as expressly referred to in this document, the contents of the websites referred to in this document are not incorporated into and do not form part of this document.

APPENDIX VI

DEFINITIONS

Definitions

The following definitions apply throughout this Offer Document unless the context requires otherwise.

| | |
|-----------------------------------|--|
| 2.7 Announcement | the announcement of Unikmind's firm intention to make an offer for Kape dated 13 February 2023 |
| Acceleration Statement | a statement in which Unikmind, in accordance with Rule 31.5 of the Code, brings forward the latest date by which all of the Conditions to the Offer must be satisfied or waived |
| Acceptance Block | each relevant block of Kape Shareholders accepting the Offer, being grouped for the purposes of settlement of the consideration due to such Kape Shareholders |
| Acceptance Condition | the Condition as set out in paragraph 1.1 of Appendix I to this Offer Document |
| ACIN | a notice in which Unikmind gives notice of its intention to invoke the Acceptance Condition so as to cause the Offer to lapse in accordance with Rule 31.6 of the Code |
| Act or IoM Companies Act | the Isle of Man Companies Act 2006 |
| Acquisition | the acquisition of the entire issued and to be issued share capital of Kape by Unikmind, to be implemented by way of the Offer as disclosed in this Offer Document |
| Additional Loan | the up to US\$ equivalent of £100,000,000 injection to be provided to Unikmind by Mr. Teddy Sagi by way of a subordinated shareholder loan pursuant to the Shareholder Loan Agreement |
| AEAD | a receiving agent reject message |
| AEAN | receiving agent accept message |
| AIM | AIM, a market operated by the London Stock Exchange |
| AIM Rules | AIM Rules for Companies as published by the London Stock Exchange |
| Announcement Exchange Rate | the exchange rate of £:US\$ of £1:US\$1.2058 as at 21:59 UKT on 10 February 2023 as derived from data provided by Bloomberg |
| Authorisations | regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals |
| Bank Debt | is the "Bank Debt" as defined in the Shareholder Loan Agreement |
| Blocking Law | any provision of Council Regulation (EC) No 2271/1996 of 22 November 1996, including, for the avoidance of doubt, its annex, as amended as of the date of this Offer Document (or any law or regulation implementing such Regulation in any member state of the European, or the United Kingdom) |

| | |
|---|---|
| Bridge Facilities | the US\$268,000,000 and US\$75,000,000 bridge facilities to be provided to Unikmind by the lenders party to the Bridge Facilities Agreement |
| Bridge Facilities Agreement | the facilities agreement arranged by HSBC in relation to the Bridge Facilities and entered into on the date of the 2.7 Announcement |
| Bridge Security | the first ranking security over the shares Unikmind owns and acquires in Kape and any shareholder loans made by Unikmind to Kape or any of Kape's subsidiaries |
| Business Day | a day (other than Saturdays, Sundays and public holidays in the UK or the Isle of Man) on which banks are normally open for business in London or the Isle of Man |
| Cash Memorandum Account | has the same meaning given in the CREST Manual |
| Cash Upstreaming | the possible upstreaming of cash from Kape as part of a balance sheet optimisation should the Offer be successful, as described in paragraph 3 Part 1 of this Offer Document |
| Certificated or in Certificated Form | a Kape Share which is not in uncertificated form (that is, not in CREST) |
| Certain Funds Period | is the "Certain Funds Period" as defined in the Bridge Facilities Agreement or the Holdco Facility Agreement, as the case may be |
| CFIUS | the Committee on Foreign Investment in the United States |
| Closing Price | the closing middle market price of a Kape Share on a particular trading day as derived from FactSet |
| Code | the City Code on Takeovers and Mergers |
| Computershare | Computershare Investor Services PLC |
| Conditions | the conditions of the Offer set out in Appendix I to this Offer Document |
| CREST | the relevant system (as defined in the Regulations) in respect of which Euroclear is the Operator (as defined in the Regulations) |
| CREST Manual | the manual issued by Euroclear from time to time |
| CREST Member | a person who has been admitted by Euroclear as a system-member (as defined in the Regulations) |
| CREST Participant | a person who is, in relation to CREST, a system-participant (as defined in the Regulations) |
| CREST Sponsor | a CREST participant admitted to CREST as a CREST sponsor |
| CREST Sponsored Member | a CREST Member admitted to CREST as a sponsored member |
| Currency Election | the process whereby Kape Shareholders who are accepting the Offer select to utilise the Currency Facility and to thereby have the consideration payable to them under the Offer paid in pounds Sterling instead of US\$ (either by way of completing Box 4 of the Form of Acceptance or by making the relevant TTE instruction) |
| Currency Facility | the currency facility by which Kape Shareholders who are accepting the Offer may elect to have the consideration payable to |

| | |
|---|--|
| | them under the Offer paid in pounds Sterling instead of US\$, as more fully described in paragraph 7 of Part B of Appendix I |
| Daily Official List | the AIM Appendix of the Daily Official List published by the London Stock Exchange |
| Day 60 | the 60th day following the publication of the Offer Document or such other date as may otherwise be set as being Day 60 of the timetable of the Offer in accordance with the Code |
| Dealing Arrangement | an arrangement of the kind referred to in Note 11(a) on the definition of acting in concert in the Code |
| Dealing Disclosure | has the meaning set out in Rule 8 of the Code |
| Delisting | the proposed delisting of Kape's shares from AIM, as described in paragraph 12 of Part 1 of this Offer Document |
| Delisting Resolution | a shareholder resolution (whether a written resolution or a resolution of the Kape Shareholders proposed at a general meeting of the Kape Shareholders) to effect the Delisting, as described in paragraph 12 of Part 1 of this Offer Document |
| Disclosed | the information fairly disclosed by, or on behalf of Kape: (i) in the annual report and accounts of the Kape Group for the financial year ended as at the Last Accounts Date; (ii) the interim report of the Kape Group for the half year ended 30 June 2022; (iii) the trading update for the year ended 31 December 2022; (iv) in any other announcement to a Regulatory Information Service by, or on behalf of Kape prior to the publication of this document; or (v) otherwise to Unikmind or its officers, employees, agents or advisors |
| Disclosure Table | has the meaning set out in the Code |
| Electronic Acceptance | the inputting and setting of a TTE instruction which constitutes or is deemed to constitute an acceptance of the Offer on the terms set out in this document |
| Employee Benefit Trust | Kape's Employee Benefit Trust |
| ESA instruction | an Escrow Account Adjustment Input ("AESN") transaction type "ESA" (as defined in the CREST Manual) |
| Escrow Agent | the Receiving Agent, in its capacity as escrow agent (as described in the CREST Manual) for the purpose of the Offer |
| Euroclear | Euroclear UK & International Limited |
| Excess Equity Contribution | is the "Excess Equity Contribution" as defined in the Bridge Facilities Agreement or the Holdco Facility Agreement, as the case may be |
| Facility Agreements | are the "Facility Agreements" as defined in the Shareholder Loan Agreement |
| FCA or Financial Conduct Authority | the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the UK Financial Services and Markets Act 2000 |
| Final Maturity Date | is the date falling 36 months after the date of first utilisation under the Holdco Facility Agreement, provided that Unikmind has |

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| | exercised the extension option included in the Holdco Facility Agreement (and satisfied the required conditions thereto) |
| Finance Documents | is the “Finance Documents” as defined in the Bridge Facilities Agreement or the Holdco Facility Agreement, as the case may be |
| Form of Acceptance | the form of acceptance and authority relating to the Offer which will accompany the Offer Document for use by Kape Shareholders with shares in certificated form in connection with the Offer |
| Holdco Facility | the US\$267,000,000 facility to be provided to Unikmind by HSBC Private Bank (Suisse) SA |
| Holdco Facility Agreement | the facility agreement arranged by HSBC Private Bank (Suisse) SA in relation to the Holdco Facility and entered into on the date of the 2.7 Announcement |
| Holdco Lender | HSBC Private Bank (Suisse) SA |
| HSBC | HSBC Bank plc |
| IFRS | UK adopted international accounting standards |
| Independent Kape Directors | all of the directors of Kape other than Mr. Pierre Lallia |
| Initial Maturity Date | is the date falling 24 months after the date of first utilisation under the Holdco Facility Agreement |
| Initial Price Proposal | the non-binding proposal from Unikmind for a possible cash offer at 265 pence per share submitted to Kape on 9 December 2022 |
| Intercreditor Agreement | in connection with the Bridge Facilities Agreement and the Holdco Facility Agreement, the agreement entered into by Unikmind, the Trust, the HSBC and the Holdco Lender, among others dated 13 February 2023 |
| Interest Cover Amount | is an amount, in cash, sufficient to cover six (6) months of interest on the loans from time to time outstanding under the Holdco Facility Agreement |
| Interest Period | is the “Interest Period” as defined in the Bridge Facilities Agreement or the Holdco Facility Agreement, as the case may be |
| Investor | Mr. Teddy Sagi |
| JOE Awards | the share awards (including jointly-owned awards) over, in aggregate, 4 million Kape Shares owned by two individuals |
| JOE Shares | the issued Kape Shares underlying the JOE Awards which have been issued and are being held on trust for the beneficiaries of the JOE Awards by the Employee Benefit Trust |
| Kape or the Company | Kape Technologies plc, a company registered in the Isle of Man with registered number 011402V with its registered office at Sovereign House, 4 Christian Road, Douglas, Isle of Man, IM1 2SD |
| Kape Board | the board of directors of Kape (acting by a committee of the Independent Kape Directors) |
| Kape Group | Kape and its subsidiaries and subsidiary undertakings |

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| Kape NDA | the non-disclosure agreement entered into between Kape and Unikmind on 24 December 2022 |
| Kape Share or Kape Shares | the existing unconditionally allotted or issued and fully paid (or credited as fully paid) ordinary shares of US\$0.0001 each in the capital of Kape and any further such shares which are unconditionally allotted or issued and fully paid (or credited as fully paid) before the Offer closes (or before such earlier date as Unikmind, subject to the Code, may determine, not being earlier than the Unconditional Date) but excluding any such shares held or which become held in treasury |
| Kape Share Plan | the Kape 2014 Global Share Equity Plan, which was adopted on 24 March 2014 |
| Kape Shareholders or Shareholders | the holders of Kape Shares |
| Last Accounts Date | 31 December 2021 |
| Latest Practicable Date | 2 March 2023, being the latest practicable date prior to the date of this Offer Document |
| London Stock Exchange | London Stock Exchange plc |
| Long-stop Date | 11.59 p.m. on 12 August 2023 or such later date (if any) as Unikmind may, with the consent of Kape or with the consent of the Panel, specify |
| Member Account ID | the identification code or number attached to any member account in CREST |
| Minimum Acceptance Condition | a minimum acceptance condition of 70 per cent. set in accordance with the terms of the Partial Standstill Release |
| Offer | the cash offer to be made by Unikmind, to acquire the entire issued and to be issued Kape Shares not owned by Unikmind on the terms and subject to the Conditions to be set out in this Offer Document and (in respect of Kape Shares in certificated form) the Form of Acceptance and including, where the context permits, any subsequent revision, variation, extension or renewal of such offer |
| Offer Document | this document and any subsequent document containing the Offer |
| Offer Document Exchange Rate | the exchange rate of £:US\$ of £1:US\$1.1949 as at 00:00 UKT on 3 March 2023 as derived from data provided by Bloomberg |
| Offer Period | the offer period (as defined by the Code) relating to Kape, which commenced on 13 February 2023 |
| Offer Price | US\$3.44 per Kape Share |
| Opening Position Disclosure | has the same meaning as in Rule 8 of the Code |
| Original Loan | is the original loan, pursuant to which the lender under the Shareholder Loan Agreement has made available to Unikmind a loan in an aggregate Principal Amount of £388,293,673.75 |
| Overseas Shareholders | Kape Shareholders (or nominees of, or custodians or trustees for Kape Shareholders) not resident in, or nationals or citizens of the Isle of Man or the United Kingdom |

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| Panel | the Panel on Takeovers and Mergers |
| Partial Standstill Release | the partial release from the Kape NDA dated 10 February 2023 whereby, amongst other matters, the Kape Board agreed to permit Unikmind to make the Offer, as described in paragraph 3 of Part 1 of this Offer Document |
| Participant ID | the identification code or membership number used in CREST to identify a particular CREST Member or other CREST participant |
| Playtech | Playtech plc |
| Possible Facilities Repayment Distribution | the means by which the Cash Upstreaming would likely be achieved, as described in paragraph 3 of this Offer Document |
| Possible Post-Closing Dividend | the possible one-time cash distribution that may, if Unikmind resolves to do so, be paid after the Offer completes and delisting takes place as described in paragraph 4 of this Offer Document |
| Pounds Sterling or £ | pounds sterling, the lawful currency of the UK (and references to pence or p shall be construed accordingly) |
| President | the President of the United States |
| Principal Amount | means the aggregate current outstanding amount of the loans made under the Facilities |
| Proforma Adjusted EBITDA | a company specific measure which is calculated as operating profit before depreciation (including right-to-use assets amortisation), amortisation, exceptional or non-recurring costs, other operating income/(expense) and employee share-based payment charges, after adding back deferred contracts costs fair value accounting adjustment following ExpressVPN consolidation |
| Receiving Agent or Equiniti | Equiniti Limited |
| Regulatory Conditions | the Conditions set out in paragraph 1.2 of Part A of Appendix I |
| Regulatory Information Service or RIS | any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements |
| Relevant Awards | all of the options and other awards under the Kape Share Plan (including the JOE Awards referred to in paragraph 8 above), which are “in the money” because the exercise price is lower than US\$3.44 which is equivalent to 285 pence at the Announcement Exchange Rate |
| Restricted ESA Instruction | has the meaning given to it in paragraph 9.6 of Part B of Appendix I to this document |
| Restricted Escrow Transfer | has the meaning given to it in paragraph 9.6 of Part B of Appendix I to this document |
| Restricted Jurisdiction | any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if the Offer is extended or made available in that jurisdiction or if information concerning the Offer is sent, published or made available in that jurisdiction or where to do so would result in a requirement to comply with any governmental or other consent or any registration, |

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| | filing or other formality which Unikmind or Kape regards as unduly onerous |
| Romanian FDI Commission | the commission for examining the foreign direct investments, a body without legal capacity, under the subordination of the Romanian Government, with powers in respect of examining the foreign direct investments pursuant to Regulation (EU) 2019/452 of the European Parliament and of the Council of 19 March 2019 establishing a framework for the screening of foreign direct investments into the Union and to Government Emergency Ordinance No. 46/2022 |
| SafeCharge | SafeCharge Limited |
| Scheme | a scheme of arrangement under section 157 of the IoM Companies Act |
| SEC | US Securities and Exchange Commission |
| Shareholder Loan Agreement | the subordinated shareholder loan agreement dated 20 December 2022 between Unikmind and Mr. Teddy Sagi, as amended, supplemented or restated, from time to time |
| Significant Interest | in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital of such undertaking |
| SOFR | Secured Overnight Financing Rate |
| Squeeze-Out Rights | the right under section 160 of the IoM Companies Act, subject to certain conditions, to compulsorily acquire the shares of any Kape Shareholder that has not accepted the Offer |
| Standstill Provisions | standstill provisions within the Kape NDA precluding Unikmind's from acquiring, offering to acquire or causing another person to acquire or offering to acquire any interest in any Kape Shares until the earlier of (i) the date on which Kape announces its final full year results for the twelve months ended 31 December 2022 and (ii) 31 March 2023, and prohibiting Unikmind from entering into an agreement or arrangement to announce, or to make an offer for Kape until the later of (i) 6 months from the date of the Kape NDA and (ii) the date on which the Unikmind Group has ceased to actively consider (within the meaning of the Code) an offer (however to be implemented) for Kape |
| subsidiary, subsidiary undertaking, associated undertaking and undertaking | have the meanings given by the UK Companies Act |
| Subordinated Consolidated Loan | is, following the amendment and restatement of the Shareholder Loan Agreement on 20 December 2022, the single subordinated consolidated loan (consisting of the Original Loan and the Additional Loan) |
| Subordinated Loan Repayment Date | is the "Subordinated Loan Repayment Date" as defined in the Shareholder Loan Agreement |
| Support Shares | the Kape Shares held by Kape Shareholders which when aggregated with the voting rights of Kape Shares that are owned by the |

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| | Unikmind Group or which the Unikmind Group has acquired or unconditionally agreed to acquire (whether pursuant to the Offer or otherwise), represent at least 70 per cent. of the voting rights exercisable at a general meeting of Kape |
| Third Party | each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, trade agency, association, institution, environmental body, employee representative body or any other body or person whatsoever in any jurisdiction |
| TFE instruction | a Transfer from Escrow instruction (as defined by the CREST Manual) |
| TTE instruction | a Transfer to Escrow instruction (as defined by the CREST Manual) |
| Trading Update | the update provided by Kape on 17 January 2023 |
| Trading Update Proforma Adjusted EBITDA | the Proforma Adjusted EBITDA provided in the Trading Update |
| Trust | Equiom (Isle of Man) Limited |
| UBO | Mr. Teddy Sagi |
| UK Companies Act | the Companies Act 2006 |
| Uncertificated Securities Regulations | the Isle of Man Uncertificated Securities Regulations 2006 (Statutory Document No. 743/06) |
| Uncertificated or in Uncertificated Form | a share or other security, title to which is recorded in the relevant register of Kape as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST |
| Unconditional Date | Day 60 or such earlier date as Unikmind may specify in any Acceleration Statement unless, where permitted, it has set aside that statement |
| Unikmind | Unikmind Holdings Limited, a company registered in the Isle of Man with registered number 016791V with its registered office at Fort Anne, South Quay, Douglas, Isle of Man, IM1 5PD |
| Unikmind Directors | the board of directors of Unikmind, or, where the context so requires, the directors of Unikmind from time to time |
| Unikmind Responsible Person | the UBO |
| Unikmind Shares | ordinary shares of US\$1.00 each in the share capital of Unikmind |
| United Kingdom or UK | the United Kingdom of Great Britain and Northern Ireland |
| United States or US | the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof |
| US Shareholder | a beneficial owner of Kape Shares that is, for U.S. federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation created or organised under the laws of the United States |

or any State thereof, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial

Utilisation Date

is the “Utilisation Date” as defined in the Bridge Facilities Agreement or the Holdco Facility Agreement, as the case may be

VAT

means (i) any value added tax imposed by the VAT Act 1994; (ii) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and (iii) any other tax of a similar nature, whether imposed in the Isle of Man or the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (i) or (ii) above, or imposed elsewhere

Wider Kape Group

Kape and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Kape and/or such subsidiaries or undertakings (aggregating their interests) have a Significant Interest, but excluding any member of the Wider Unikmind Group

Wider Unikmind Group

Unikmind and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Unikmind and/or such subsidiaries or undertakings (aggregating their interests) have a Significant Interest, but excluding the members of the Kape Group

In this Offer Document:

All the times referred to are London time unless otherwise stated.

All references to “pounds”, “pounds Sterling”, “Sterling”, “£”, “pence”, “penny” and “p” are to the lawful currency of the Isle of Man and the United Kingdom.

All references to “dollars”, “US Dollars”, “US\$”, and “\$” are to the lawful currency of the United States of America.

All references to statutory provision or law or to any other order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

All references to “relevant securities” are to that term as it is defined in the Code.

Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include the feminine or neutral gender.

The *eiusdem generis* principle of construction shall not apply to the terms and conditions of the Offer and/or the Form of Acceptance. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

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