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FOR IMMEDIATE RELEASE

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

13 February 2023

CASH OFFER

for

Kape Technologies plc

by

Unikmind Holdings Limited

The Board of Unikmind Holdings Limited ("**Unikmind**"), a company incorporated in the Isle of Man, wholly-owned by Mr. Teddy Sagi, and the holder of approximately 54.8 per cent. of the issued ordinary shares of Kape Technologies plc ("**Kape**" or the "**Company**"), is pleased to announce the terms of a cash offer to be made by Unikmind to acquire the 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.

Summary

Under the terms of the Offer, the shareholders of Kape (the "**Kape Shareholders**") will be entitled to receive:

US\$3.44 in cash for each Kape share (a "Kape Share")

which based on the "Announcement Exchange Rate" (as defined in APPENDIX III) is equivalent to 285 pence per Kape Share

- 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 is equivalent to £1.25 billion at the Announcement Exchange Rate.
- The Offer of US\$3.44 for each Kape Share, being equivalent to 285 pence per Kape Share based on the Announcement Exchange Rate (the "**Offer Price**"), represents a premium of approximately:
 - 9.7 per cent. to the Closing Price per Kape Share of 260 pence on 10 February 2023 (being the last Business Day prior to this announcement (the "**Announcement**"));
 - 7.7 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;
 - 24.6 per cent. to the Closing Price per Kape Share of 229 pence on 8 December 2022 (being the day before the Initial Price Proposal (as defined in paragraph 3) was made to Kape); and
 - 12.3 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 date of this Announcement).
- Under the Offer, the Offer Price will be payable in US\$. Unikmind will commit that a UK Pound Sterling equivalent facility will be made available under which Kape Shareholders will be able to elect to receive their Offer consideration in UK Pound Sterling instead of US\$.

- Unikmind strongly believes that the Offer provides attractive liquidity and represents a compelling opportunity for Kape Shareholders to realise the value of their holdings at a significant premium to the current share price.
- Unikmind has been steadfast in its support of Kape, ensuring the success of the Company's transformative acquisitions by providing certainty on the availability of cash. However, Unikmind now believes that the most appropriate way to support Kape in its buy-and-build strategy is through long term capital investment conducted away from public markets.
- **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 in 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.
- The Kape Board has not yet set out its opinion on the Offer, but has granted consent to Unikmind to make this Offer under certain terms that are further detailed below, including a Partial Standstill Release (as defined in paragraph 3).
- **Unikmind is hopeful that, following discussions with Kape Shareholders stemming from this Offer, the Kape Board will recommend that Kape Shareholders accept the Offer.**

Commenting on the Offer, Mr. Teddy Sagi, the owner of Unikmind said:

"The last decade has witnessed the rapid growth of digital services with the expansion of e-commerce. Kape has, with our support as the majority shareholder, transformed through several strategic acquisitions, into a truly global leader in the digital privacy and security space. Having weighed the pros and cons of a public listing under the current macro uncertainties and thin stock market trading as well as new growth avenues, we are firm in our view that Kape's next chapter in its corporate journey should be within the private arena. We are committed to Kape's further growth within our group of companies, enabling it to exploit operational synergies and to access capital for its continuous growth, especially as the convergence of technologies is gaining momentum. Recognising that not all Kape Shareholders may wish to continue with us in a non-listed Kape, our cash offer represents a compelling proposition for fellow shareholders to realise their investment."

General

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 this 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 will be entitled to retain any such dividend, distribution, or other return of value declared, made or paid.

This summary should be read in conjunction with the full text of this Announcement. The Offer will be subject to the Conditions and further terms set out in APPENDIX I to this Announcement and to the full terms and Conditions to be set out in the document to be despatched to Kape Shareholders containing the full terms and condition of the Offer (the "Offer Document"). APPENDIX II to this Announcement contains further details of the sources of information and bases of calculations set out in this Announcement, and APPENDIX III contains definitions of certain expressions used in this summary and in this Announcement.

Copies of this Announcement will be made available on Unikmind's website at www.unikmind-holdings.com.

Further information

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Important Notices

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 to Unikmind and no one else in connection with the matters referred to in this Announcement, and will not regard any other person (whether or not a recipient of this Announcement) as a client in relation to the matters referred to in this Announcement 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 contents of this Announcement or any transaction or arrangement referred to in this Announcement. Neither HSBC nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of HSBC in connection with this Announcement or any matter referred to herein.

This Announcement is for information purposes only and is not intended to and does not constitute or form part of, an offer, invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities or the solicitation of any vote or approval in any jurisdiction in contravention of applicable law.

The Offer will be made solely by the Offer Document (together with, in the case of Kape Shares in certificated form, the Form of Acceptance (as defined in APPENDIX III)), which will contain the full terms and condition of the Offer, including details of how the Offer may be accepted. Kape Shareholders should carefully read the Offer Document (and, if they hold their Kape Shares in certificated form, the Form of Acceptance) in its entirety before making a decision with respect to the Offer. Each Kape Shareholder is urged to consult its independent professional adviser immediately regarding the tax consequences to it (or its beneficial owners) of the Offer.

The Offer will be subject to the Conditions and further terms set out in this Announcement and to the full terms and condition that will be set out in the Offer Document and, in respect of Kape Shares held in certificated form, the Form of Acceptance.

The Offer Document and Form of Acceptance containing further details of the Offer will be despatched to Kape Shareholders as soon as reasonably practicable, subject to the Code and in any event within 28 days of the date of this Announcement.

This Announcement does not constitute a prospectus or prospectus exempted document.

Overseas 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 release, publication or distribution of this Announcement in or into certain jurisdictions other than the United Kingdom or the Isle of Man may be restricted by law and therefore any 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.

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.

Copies of this Announcement and formal documentation relating to the Offer shall not be, and must not be, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in, into or from any Restricted Jurisdiction. Doing so may render invalid any related purported acceptance of the Offer.

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, telex 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.

Further details in relation to Overseas Shareholders shall be contained in the Offer Document.

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, most 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 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.

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 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 Unikmind, any member of 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 Unikmind, any member of 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 Unikmind or any member of 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 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 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 Announcement 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 Announcement 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% 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% 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 Announcement, 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 www.unikmind-holdings.com by no later than 12 noon (London time) on the Business Day following this Announcement. For the avoidance of doubt, the contents of these websites are not incorporated into and do not form part of this Announcement.

You may request a hard copy of this Announcement and/or any information incorporated into this Announcement 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 Announcement 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 Announcement 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.

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CASH OFFER

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Kape Technologies plc

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Unikmind Holdings Limited

1 Introduction

The Board of Unikmind, a company incorporated in the Isle of Man, wholly-owned by Mr. Teddy Sagi, and the holder of approximately 54.8 per cent. of the issued ordinary shares of Kape is pleased to announce the terms of a cash offer to be made by Unikmind to acquire the 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.

2 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 Announcement and to the full terms and Conditions to be set out in the Offer 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 Announcement Exchange Rate is equivalent to 285 pence per Kape Share

- 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 is equivalent to £1.25 billion at the Announcement Exchange Rate.
- The Offer of US\$3.44 for each Kape Share, being equivalent to 285 pence per Kape Share based on the Announcement Exchange Rate, represents a premium of approximately:
 - 9.7 per cent. to the Closing Price per Kape Share of 260 pence on 10 February 2023 (being the last Business Day prior to this Announcement);
 - 7.7 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;
 - 24.6 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
 - 12.3 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 this Announcement).

Under the Offer, the Offer Price will be payable in US\$. Unikmind will commit that a UK Pound Sterling equivalent facility will be made available under which Kape Shareholders will be able to elect to receive their Offer consideration in UK Pound Sterling instead of US\$ (after deduction of any transaction or dealing costs associated with the conversion) at the applicable market exchange rate on the latest practicable date for fixing such rate prior to the payment date. Further details of this facility will be set out in the Offer Document.

The Offer provides attractive liquidity and represents a compelling opportunity for Kape Shareholders to realise the value of their holdings at a significant premium to the current share price. 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 Announcement.

The Offer will extend 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 this 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 this Announcement.

3 Background to and reasons for the Offer

Context of the Offer

Unikmind, the approximately 54.8 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 at a significant premium to the current share price. 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

In light of the above, 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. The Kape Board has not yet set out their opinion on the Offer.

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 12 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 54.8 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, the Kape Board will 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 an 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 54.8 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 online 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 is 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 is 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 "**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.

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 Loan 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 equity injection to be provided to Unikmind by Mr. Teddy Sagi by way of a subordinated shareholder loan (a "**Shareholder Loan**"); (ii) a US\$267,000,000 facility (the "**Holdco Loan**") 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 Loan 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.

A summary of the Shareholder Loan, the Bridge Facilities Agreement and the Holdco Loan Agreement will be set out in the Offer Document.

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 12 below).

11 Offer Document

It is expected that the Offer Document and the Form of Acceptance accompanying the Offer Document will be published as soon as practicable, subject to the Code, and, in any event, (save with the consent of the Panel) within 28 days of this Announcement.

The Offer Document and Form of Acceptance will be made available to Kape Shareholders at no charge to them.

Kape Shareholders are urged to read the Offer Document and the accompanying Form of Acceptance when they are sent to them because they will contain important information.

12 Conditions to the Offer

Unikmind is already the holder of approximately 54.8 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 Announcement and to be set out in the Offer 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 this 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 Announcement, 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 Announcement.

13 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 Isle of Man Companies Act 2006 (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.

14 Dividends

If, on or after the date of this 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.

15 Disclosure of interests in Kape

As at close of business on 10 February 2023 (being the last Business Day before the date of this Announcement), 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 10 February 2023 (being the last Business Day prior to the publication of this Announcement), 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	54.8%
Mr. Pierre Lallia	15,000	0.0%
HSBC	0	0.0%

It has not been practicable for Unikmind to make enquiries of all of its concert parties in advance of the release of this Announcement. Therefore, all relevant details in respect of Unikmind's concert parties will be included in the Opening Position Disclosure in accordance with Rule 8.1(a) and Note 2(a)(i) on Rule 8 of the Code.

16 General

The Offer will be made subject to the Conditions and further terms set out in APPENDIX I to this Announcement and to be set out in the Offer Document. The bases and sources of certain financial information contained in this Announcement are set out in APPENDIX II to this Announcement. Certain terms used in this Announcement are defined in APPENDIX III to this Announcement.

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 would apply to the Offer, subject to appropriate amendments (including to statutory voting requirements) to reflect the change in method of implementing the Offer.

17 Consent

HSBC has given, and not withdrawn, its consent to the inclusion in this Announcement of the references to its name in the form and context in which they appear.

18 Documents available on website

Copies of the following documents will, by no later than 12 noon (London time) on the Business Day following the date of this Announcement, be made available on Unikmind's website at www.unikmind-holdings.com:

- this Announcement;
- the Kape NDA;
- the Partial Standstill Release;

- the consent letter from HSBC; and
- the Shareholder Loan, Bridge Facilities Agreement and Holdco Loan Agreement.

Further information

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Baker & McKenzie LLP is acting as legal adviser to Unikmind.

Important Notices

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 to Unikmind and no one else in connection with the matters referred to in this Announcement, and will not regard any other person (whether or not a recipient of this Announcement) as a client in relation to the matters referred to in this Announcement 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 contents of this Announcement or any transaction or arrangement referred to in this Announcement. Neither HSBC nor any of its group undertakings or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of HSBC in connection with this Announcement or any matter referred to herein.

This Announcement is for information purposes only and is not intended to and does not constitute or form part of, an offer, invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities or the solicitation of any vote or approval in any jurisdiction in contravention of applicable law.

The Offer will be made solely by the Offer Document (together with, in the case of Kape Shares in certificated form, the Form of Acceptance), which will contain the full terms and condition of the Offer, including details of how the Offer may be accepted. Kape Shareholders should carefully read the Offer Document (and, if they hold their Kape Shares in certificated form, the Form of Acceptance) in its entirety before making a decision with

respect to the Offer. Each Kape Shareholder is urged to consult its independent professional adviser immediately regarding the tax consequences to it (or its beneficial owners) of the Offer.

The Offer will be subject to the Conditions and further terms set out in this Announcement and to the full terms and condition that will be set out in the Offer Document and, in respect of Kape Shares held in certificated form, the Form of Acceptance.

The Offer Document and Form of Acceptance containing further details of the Offer will be despatched to Kape Shareholders as soon as reasonably practicable and in any event within 28 days of the date of this Announcement.

This Announcement does not constitute a prospectus or prospectus exempted document.

Overseas 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 release, publication or distribution of this Announcement in or into certain jurisdictions other than the United Kingdom or the Isle of Man may be restricted by law and therefore any 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.

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.

Copies of this Announcement and formal documentation relating to the Offer shall not be, and must not be, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdiction or any jurisdiction where to do so would violate the laws of that jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in, into or from any Restricted Jurisdiction. Doing so may render invalid any related purported acceptance of the Offer.

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, telex 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.

Further details in relation to Overseas Shareholders will be contained in the Offer Document.

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 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, most 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 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.

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 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 Unikmind, any member of 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 Unikmind, any member of the Wider Unikmind Group or, following the acquisition of Kape, the enlarged 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 Unikmind or any member of 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 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 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 Announcement 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 Announcement 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% 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% 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 Announcement, together with all information incorporated into this document by reference to another source, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, will be available on Unikmind's website at www.unikmind-holdings.com by no later than 12 noon (London time) on the Business Day following this Announcement. For the avoidance of doubt, the contents of these websites are not incorporated into and do not form part of this Announcement.

You may request a hard copy of this Announcement and/or any information incorporated into this Announcement by reference to another source by contacting the Receiving Agent, Equiniti on +44 (0)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 Announcement 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 Announcement 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.

APPENDIX I
CONDITIONS TO AND FURTHER TERMS OF THE OFFER

Part A: Conditions to the Offer

1 Conditions

The Offer will be conditional upon:

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 this 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: Certain further terms of the Offer 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 Announcement 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, reinstate 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;

- (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.

Part B: Certain further terms of the Offer

- 1.1 The Offer will be subject to the satisfaction (or waiver, if permitted) of the Conditions set out in Part A: Conditions to the Offer of this APPENDIX I and to the full terms and Conditions which will be set out in the Offer Document and the Form of Acceptance.
- 1.2 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).
- 1.3 Under Rule 13.5(a) of the Code and subject to paragraph 1.4, 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 will 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 will be judged by reference to the facts of each case at the time that the relevant circumstances arise.
- 1.4 The Acceptance Condition is not subject to Rule 13.5(a) of the Code.
- 1.5 Any Condition that is subject to Rule 13.5(a) of the Code may be waived by Unikmind.
- 1.6 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, 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.

- 1.7 The Kape Shares acquired under the Offer shall be acquired 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 the date of this Announcement.
- 1.8 If, on or after the date of this Announcement, 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 this Announcement and Unikmind exercises its rights under this paragraph 1.8 to reduce the consideration payable under the terms of the Offer, any reference in this 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 1.8.
- Any exercise by Unikmind of its rights referred to in this paragraph 1.8 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.
- 1.9 If the Offer lapses, the Offer shall cease to be capable of further acceptance and accepting Kape Shareholders and Unikmind shall cease to be bound by Forms of Acceptance submitted at or before the time when the Offer so lapses.
- 1.10 Unikmind reserves the right to elect (with the consent of the Panel and Kape) to implement the Offer by way of a Scheme. In such event, the Offer will be implemented on substantially the same terms, so far as applicable, subject to appropriate amendments as permitted by the Panel.
- 1.11 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 jurisdictions. Persons who are not resident in the United Kingdom or the Isle of Man should inform themselves about and observe any applicable requirements.
- 1.12 The Offer is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, 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 jurisdiction where to do so would violate the laws of that jurisdiction and shall not be capable of acceptance by any such use, means, instrumentality or facility or from within such Restricted Jurisdiction (unless otherwise determined by Unikmind) and the Offer cannot be accepted by any such use, means or instrumentality or otherwise from any Restricted Jurisdiction.
- 1.13 The Offer is governed by the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales and to the Conditions and further terms set out in this APPENDIX I, and which shall be set out in the formal Offer Document (and, in the case of certificated Kape Shares, the Form of Acceptance), and such further terms as may be required to comply with the Code and applicable law. The Offer shall be subject to the applicable requirements of the Code, the AIM Rules, the Panel, the London Stock Exchange and the Financial Conduct Authority.

Each of the Conditions will be regarded as a separate Condition and will not be limited by reference to any other Condition.

APPENDIX II
SOURCES OF INFORMATION AND BASES OF CALCULATION

Unless otherwise stated in this Announcement:

1. As at 10 February 2023 (being the last practicable date before the date of this Announcement), there were 431,274,804 Kape Shares in issue.
2. Any references to the issued and to be issued share capital of Kape are based on:
 - (a) the 431,274,804 Kape Shares in issue referred to in paragraph 1 of this APPENDIX II above;
 - (b) excluding the 3,272,128 Kape Shares held in treasury; and
 - (c) the 10,780,409 Kape Shares issuable on or after 10 February 2023 (being the last practicable date before the date of this Announcement) 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).
3. 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.
4. All references to FX rates have been derived from Bloomberg at 21:59 UKT on 10 February 2023, being the last available closing spot exchange rate prior to this Announcement.
5. 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.
6. 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 III DEFINITIONS

Definitions

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

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 Condition	the condition as set out in paragraph 1.1 of APPENDIX I to this Announcement
Act or IoM Companies Act	the Isle of Man Companies Act 2006
AIM	AIM, a market operated by the London Stock Exchange
AIM Rules	AIM Rules for Companies as published by the London Stock Exchange
Announcement	this document made pursuant to Rule 2.7(c) of the Code
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
Authorisation	regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals
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 Announcement (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 this Announcement
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 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
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 the Daily Official List
Code	the City Code on Takeovers and Mergers
Conditions	the conditions of the Offer, set out in APPENDIX I to this Announcement and to be set out in the Offer Document
Daily Official List	the AIM Appendix of the Daily Official List published by the London Stock Exchange

Day 60	the 60 th 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 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 13 of this Announcement
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 13 of this Announcement
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 Announcement; or (v) otherwise to Unikmind or its officers, employees, agents or advisors
Existing Facilities Agreement	the facilities agreement entered into between, amongst others, Kape and certain lenders as amended and restated by an amendment and restatement deed dated 31 October 2022, providing the Kape Group with a term loan facility in an amount up to US\$275,000,000 and a revolving credit facility in an amount up to US\$150,000,000, in each case secured on assets of the Kape Group, as the same may be amended from time to time
FCA or Financial Conduct Authority	the Financial Conduct Authority in its capacity as the competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000
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 Loan	the US\$267,000,000 facility to be provided to Unikmind by HSBC Private Bank (Suisse) SA
Holdco Loan Agreement	the facility agreement arranged by HSBC Private Bank (Suisse) SA in relation to the Holdco Loan and entered into on the date of this Announcement
HSBC	HSBC Bank plc
IFRS	UK adopted international accounting standards
Independent Directors	Kape all of the directors of Kape other than Mr. Pierre Lallia
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
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 Kape's 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
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	10 February 2023, being the latest practicable date prior to the date of this Announcement
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
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 the 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	the document to be despatched to Kape Shareholders containing the full terms and conditions of the Offer
Offer Period	the offer period (as defined by the Code) relating to Kape, which commenced with the release of this Announcement
Offer Price	US\$3.44 per Kape Share, being equivalent to 285 pence per Kape Share based on the Announcement Exchange Rate
Opening Position Disclosure	has the same meaning as in Rule 8 of the Code
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

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 this Announcement
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 Announcement
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 Announcement
President	the President of the United States
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: Conditions to the Offer 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
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, filing or other formality which Unikmind or Kape regards as unduly onerous
Romanian Commission	FDI 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	a subordinated shareholder loan dated 20 December 2022 provided to Unikmind by Mr. Teddy Sagi
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

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 IoM Companies Act 2006
Support Shares	the Kape Shares held by Kape Shareholders 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 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
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
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
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
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 Announcement:

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

All references to "pounds", "UK Pound Sterling", "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.