



[NAME OF RECIPIENT]

[ADDRESS OF RECIPIENT]

[DATE]

Dear Sir(s)

**Offer (the “Offer”) for subscription of up to £20,000,000 36 Month Fixed Rate Secured Loan Notes 2022 (the “Loan Notes”) in the MIXG Limited (the “Company”)**

Expressions defined in the Information Memorandum have the same meaning in this letter except where the context otherwise requires.

If the terms and conditions of this letter are not satisfied, then all monies paid in respect of acceptances will be returned without interest (and at your risk) as soon as practicable.

**1. THE OFFER**

The Company, on the terms and conditions of this letter, the enclosed Acceptance Form and the Information Memorandum and subject to the articles of association of the Company offers you the option to subscribe for Loan Notes on the basis of a 36 month fixed rate. The interest coupon will accrue at the rate of 10% PA (per annum) payable at the end of the first 12 months, 10% PA payable quarterly (2.5% per quarter) during the second 12 months, and 18% PA payable quarterly (4.5% per quarter) during the third and final 12 months fixed term, along with the aggregate Subscription Price free of commission and (save as set out below) free of stamp duty and stamp duty reserve tax, payable in full on application by electronic funds transfer as set out in the enclosed Acceptance Form.

The Offer is in respect of the Loan Notes to be issued by the Company, with a Minimum Investment per investor of £20,000. Each investor will be required to subscribe for a number of Loan Notes of at least the Minimum Investment and will be permitted to subscribe for Loan Notes exceeding the Minimum Investment in multiples of 1 Loan Note of £1,000.

Once completed and received by the Company, the Acceptance Form constitutes your commitment to subscribe for the number of Loan Notes which you specify on the Acceptance Form, which will be absolutely irrevocable and not terminable by you in any circumstances except fraud.

By completing the enclosed Acceptance Form (together with the additional enclosed forms), you confirm and warrant to the Company that you are investing solely on the basis of the information contained in the Information Memorandum and not on the basis of any other document or information sent to or available to you.

**2. STAMP DUTY AND STAMP DUTY RESERVE TAX**

The issue of Notes to subscribers will not normally be subject to the payment of stamp duty or stamp duty reserve tax (**SDRT**). Special rules apply to agreements made by broker dealers and market makers in the ordinary course of their business and to certain categories of person (such as depositories and clearance services) who may be liable to stamp duty or SDRT at a higher rate. No stamp duty or SDRT will generally be payable on the issue or on the registration of the Loan Notes (for cash) to be issued pursuant to the Offer. A transfer for value of the Loan Notes will generally be subject to stamp duty or SDRT. Stamp duty will arise on the execution of an instrument to transfer Loan Notes and is normally a liability of the purchaser or transferee. The amount of stamp duty or SDRT payable on the consideration for the transfer is generally calculated at the rate of 0.5 per cent of the consideration paid (with stamp duty rounded up to the nearest £5). If there are any circumstances where stamp duty or SDRT is payable on the issue of the Loan Notes, the Company (nor any of its directors, employees, officers or agents) will



not be responsible for the payment thereof. If the Company or any other person is obliged by law to pay any stamp duty or SDRT, you agree that they shall be entitled to recover this from you in full.

### 3. CONFIRMATION

Please complete and return the following forms to [admin@hjinvest.com](mailto:admin@hjinvest.com) or send by post to **Hunter Jones, 10-16 Tiller Road, Canary Wharf, London, E14 8PX**, marked for the attention of Kirbie Mennie:

- (a) the enclosed Acceptance Form; and
- (b) the relevant certificate in Appendix A or Appendix B or Appendix C or Appendix D (see paragraph 7(v) below).

Please do not send funds until requested to do so following a successful anti money laundering check.

### 4. ALLOCATION AND DESPATCH OF NOTES

Provided payment has been made on terms reasonably satisfactory to us, it is expected that your allocation of Loan Notes will be issued to you on receipt of cleared funds.

### 5. FCA RULES

By confirming your acceptance of the offer set out in this letter, you acknowledge and agree that:

- (i) you are not, in relation to the Offer, a client or customer of the Company for the purposes of the FCA Rules or otherwise;
- (ii) the Company has no duties or responsibilities to you for providing the protections afforded to its clients under the FCA Rules or for providing advice in relation to the Offer;
- (iii) any payment received by you will not be treated as client money governed by the FCA Rules; and
- (iv) you are not relying on any information or representation other than as set out in the Information Memorandum or this letter.

### 6. WARRANTIES

By signing and returning the Acceptance Form, you will be warranting that:

- (i) you are not relying on any information or representation in relation to the issue of the Loan Notes other than as contained in the Information Memorandum and this letter. By subscribing for the Loan Notes, you agree that the content of the Information Memorandum is exclusively the responsibility of the Company and its Directors and you confirm that you have neither received nor relied on any other information, representation, warranty or statement made by or on behalf of the Company or any other person, and neither the Company nor any other person will be liable for your decision to accept this invitation to subscribe based on any other information, representation, warranty or statement. You acknowledge and agree that in subscribing for the Loan Notes, you have had access to all information you believe necessary or appropriate in connection with your decision to subscribe for the Loan Notes;
- (ii) you have fully read and understand this letter, the Acceptance Form and the Information Memorandum together with all of the risk warnings contained within these documents. You acknowledge and agree that if you are in any doubt (now or in the future) as to the provisions contained within these documents that you will take advice from an appropriately qualified advisor;
- (iii) you are not, and do not regard yourself as being, a customer of the Company in relation to the Offer and the Company will not have any duties or responsibilities towards you for providing the

protections afforded to its customers under the rules of the FCA for advising you with regard to the Loan Notes or the Offer. In addition, any payment received from you will not be treated as client money governed by those rules;

- (iv) you acknowledge that it is also a term of your participation in the Offer that, to ensure compliance with applicable money laundering regulations, the Security Trustee will carry out the appropriate money laundering checks on you and you will be required to co-operate with the Security Trustee by providing the identification verification documentation as set out in the Acceptance Form. Pending the provision of the identification verification documentation, the Security Trustee cannot accept funds from you.
- (v) you confirm that all of the information and documentation which you have provided to the Company and / or the Security Trustee is complete and accurate (including, but not limited to, any information and documentation provided to ensure compliance with money laundering regulations) and that you will notify the Company and / or Security Trustee as soon as reasonable practicable (and certainly within 30 days) should you become aware of any changes to the information and / or documentation provided;
- (vi) you have not taken any action or omitted to take any action which will or may result in the Company, or any of its officers, directors, agents, employees or advisers acting in breach of any law or regulatory requirements of any territory of jurisdiction in connection with your subscription;
- (vii) you are a person of a kind described in articles 19, 48, 49, 50 or 50A of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (*SI 2005/1529*) (as amended) or in section 86(1) (a) of the Financial Services and Markets Act 2000 (qualified investors) and, where you are a person described in article 48 (certified high net worth individual), article 49 (high net worth companies, unincorporated associations etc), article 50 (sophisticated investors) or article 50A (self-certified sophisticated investor) you have completed the relevant certificate in Appendix A, Appendix B, Appendix C or Appendix D (respectively);
- (viii) no person (other than the Company) who is not a party to this letter and the Acceptance Form shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this letter or the Acceptance Form;
- (ix) you have obtained all necessary consents and authorities to enable you to give your commitment to subscribe for the Loan Notes and to perform your obligations under any contract which has been or may be entered into by you in connection with the Offer;
- (x) if you are resident in, or a citizen or national of, a jurisdiction outside the United Kingdom or you are nominee of, or custodian, trustee or guardian for, citizens or nationals of such jurisdictions (“**overseas shareholder**”) and have informed and satisfied yourself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Loan Notes and the Company, including the obtaining of any governmental, exchange control or other consents which may be required, the compliance with other necessary formalities and the payment of any issue, transfer or other taxes or duties due in such jurisdiction;
- (xi) you irrevocably appoint any duly authorised officer of the Company as your agent for the purpose of executing and delivering to the Company and/or its registrars any documents on your behalf necessary to enable you to be registered as the holder of any of the Loan Notes to subscribe upon the terms in this letter; and
- (xii) you have not been engaged to accept the Loan Notes on behalf of any other person who is not a qualified investor unless the terms on which you are engaged enable you to make decisions concerning the acceptance of offers of transferable securities on the client's behalf without reference to the client as described in section 86(2) of the Financial Services and Markets Act 2000.



Your obligations under this letter shall not be capable of rescission or termination by you in any circumstances.

This letter and your commitment to subscribe for the Loan Notes (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this letter (or such commitment), its subject matter or its formation, (including non-contractual disputes or claims)) will be governed by and construed in accordance with the law of England and Wales and you irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this letter (or such commitment) or its subject matter or formation (including non-contractual disputes or claims).

Yours faithfully

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Christopher Madelin  
Director for and on behalf of  
**MIXG Limited**



**APPENDIX A**

**CERTIFICATE FOR EXECUTION BY HIGH NET WORTH INDIVIDUALS**

I make this statement so that I can receive promotional communications which are exempt from the restriction on the promotion of non-readily realisable securities. The exemption relates to certified high net worth investors and I declare that I qualify as such because at least one of the following applies to me:

- I had, throughout the financial year immediately preceding the date below, an annual **income** to the value of **£100,000 or more**. Annual income for these purposes does not include money withdrawn from my pension savings (except where the withdrawals are used directly for income in retirement);
- I held, throughout the financial year immediately preceding the date below, **net assets** to the value of **£250,000 or more**. Net assets for these purposes do not include:
  - (a) the property which is my primary residence or any money raised through a loan secured on that property;
  - (b) any rights of mine under a qualifying contract of insurance; or
  - (c) any benefits (in the form of pensions or otherwise) which are payable on the termination of my service or on my death or retirement and to which I am (or my dependants are), or may be, entitled; or
  - (d) any withdrawals from my pension savings (except where the withdrawals are used directly for income in retirement).

**I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all of the money or other property invested.** I am aware that it is open to me to seek advice from an authorised person who specialises in advising on non-readily realisable securities.

**Print Full Name:**

**Signature:**

**Date:**

**APPENDIX B**

**STATEMENT BY AGENT IN RESPECT OF HIGH NET WORTH COMPANY, UNINCORPORATED  
ASSOCIATION OR TRUST**

I believe on reasonable grounds that the party receiving this promotion is a high net worth company, unincorporated association or trust.

This applies to:

- (i) any body corporate which has, or which is a member of the same group as an undertaking which has, a called-up share capital or net assets of not less than –
  - (a) if the body corporate has more than 20 members or is a subsidiary undertaking of an undertaking which has more than 20 members, £500,000;
  - (b) otherwise, £5 million;
- (ii) any unincorporated association or partnership which has net assets of not less than £5 million;
- (iii) the trustee of a high value trust; this is a trust where the aggregate value of the cash and investments which form part of the trust's assets (before deducting the amount of its liabilities) –
  - (a) is £10 million or more; or
  - (b) has been £10 million or more at anytime during the year immediately preceding the date on which the communication in question was first made or directed.
- (iv) any person ("A") whilst acting in the capacity of director, officer or employee of a person ("B") falling within any of sub-paragraphs (i) to (iii) where A's responsibilities, when acting in that capacity, involve him in B's engaging in investment activity; and
- (v) any person to whom the communication may otherwise lawfully be made.

**Agent Full Name:**

**Signature:**

**Date:**



## APPENDIX C

### CERTIFICATE FOR EXECUTION BY CERTIFIED SOPHISTICATED INVESTOR

I make this statement so that I am able to receive promotions which are exempt from the restrictions on financial promotions in the Financial Services and Markets Act 2000. The exemption relates to certified sophisticated investors and I declare that I qualify as such in relation to the Notes.

**I accept that the contents of promotions and other material that I receive may not have been approved by an authorised person and that their content may not therefore be subject to controls which would apply if the promotion were made or approved by an authorised person. I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all of the money or other property invested. I am aware that it is open to me to seek advice from someone who specialises in advising on this kind of investment.**

I have attached a certificate from an authorised person which states that I am sufficiently knowledgeable to understand the risks associated with the Notes.

**Print Full Name:**

**Signature:**

**Date:**

**APPENDIX D**

**CERTIFICATE FOR EXECUTION BY SELF-CERTIFIED SOPHISTICATED INVESTORS**

I declare that I am a self-certified sophisticated investor for the purposes of the restriction on promotion of non-readily realisable securities. I understand that this means:

- (i) I can receive promotional communications made by a person who is not authorised by the Financial Conduct Authority which relate to investment activity in non-readily realisable securities;
- (ii) the investments to which the promotions will relate may expose me to a significant risk of losing all the property invested.

I am a self-certified sophisticated investor because at least one of the following applies:

- (i) I am a member of a network or syndicate of business angels and have been so for at least the last six months prior to the date below;
- (ii) I have made more than one investment in an unlisted company in the two years prior to the date below;
- (iii) I am working, or have worked in the two years prior to the date below, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises;
- (iv) I am currently, or have been in the two years prior to the date below, a director of a company with an annual turnover of at least £1 million.

**I accept that the investments to which the promotions will relate may expose me to a significant risk of losing all of the money or other property invested.** I am aware that it is open to me to seek advice from someone who specialises in advising on non-readily realisable securities.

**Print Full Name:**

**Signature:**

**Date:**