

**THIS DOCUMENT AND THE ACCOMPANYING FORM OF PROXY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION**

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

If you have sold or otherwise transferred all your ordinary shares in Abal Group plc (the "Company"), please forward this document, together with the accompanying Form of Proxy, as soon as possible to the purchaser or transferee or to the stockbroker, bank or other agent through or by whom the sale or transfer was effected for onward transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or into the United States, Canada, Australia, the Republic of South Africa or Japan or any other jurisdiction if to do so would constitute a violation of the laws of such jurisdiction. If you have sold or transferred only part of your holding of shares in the Company, please retain this document and the accompanying Form of Proxy and contact the stockbroker, bank or other agent who arranged the sale or transfer as soon as possible.

The distribution of this document in jurisdictions other than the UK may be restricted by law and therefore persons into whose possession this document comes should inform themselves about and observe any such restrictions. Any failure to comply with such restrictions may constitute a violation of the securities laws of any such jurisdictions.

Subject to the approval of Shareholders, application will be made for all of the issued share capital of the Company to be admitted to the Official List of the UK Listing Authority for trading on the Standard Segment of the Main Market of the London Stock Exchange. It is expected that Admission will become effective and that dealings in the Enlarged Group's Ordinary Shares will commence on 23 March 2020.

This document should be read in conjunction with the Prospectus which has been sent to Shareholders with this document. The Prospectus is available to be downloaded from the Company's website at [www.abalplc.com](http://www.abalplc.com). Copies of the Prospectus will also be available to the public during normal business hours on any weekday (Saturdays and public holidays excepted) free of charge from the offices of Marriott Harrison LLP, at 11 Staple Inn, London WC1V 7QH and at the offices of Cairn Financial Advisers LLP at Cheyne House, Crown Court, 62-63 Cheapside, London EC2V 6AX.

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**ABAL GROUP PLC**

*(incorporated in England and Wales with company number 03936915)*

**Proposed Acquisition of Supply@ME S.r.l.  
Placing of 331,604,094 new Ordinary Shares  
Approval of waiver of obligations under Rule 9 of the Takeover Code  
Appointment of the Proposed Directors  
Proposed change of name to Supply@ME Capital plc  
Proposed amendment to Articles of Association  
Admission of the Enlarged Share Capital to the Official List (by way of a  
Standard Listing under Chapter 14 of the Listing Rules) and to trading on the  
London Stock Exchange's Main Market  
Notice of general meeting**

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*ORDINARY SHARE CAPITAL IMMEDIATELY FOLLOWING THE ACQUISITION, PLACING AND ADMISSION*

*Issued and fully paid Ordinary Shares*

*Nominal Value*  
**0.002p**

*Number*  
**32,754,944,590**

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This document should be read in its entirety. Your attention is drawn to the letter from the Independent Director of the Company set out on pages 1 to 10 of this document, which sets out the Directors' recommendations.

Notice of a General Meeting of Abal Group plc to be held at 11.00 a.m. on 20 March 2020 at the offices of Marriott Harrison LLP, 11 Staple Inn, London WC1V 7QH is set out at the end of this document. Shareholders are requested to complete, sign and return the Form of Proxy accompanying this document to the Company's registrar, Neville Registrars Limited, as soon as possible but in any event so as to be received by no later than 11.00 a.m. on 18 March 2020 or, in the event of an adjournment of the meeting, 48 hours before the adjourned meeting (excluding non-working days). The return of a Form of Proxy will not preclude a Shareholder from attending and voting at the General Meeting in person should he or she subsequently decide to do so.

**It should be noted that the FCA will not have authority to (and will not) monitor the Company's compliance with any of the Listing Rules and/or any provision of a share dealing code which the Company has indicated herein that it intends to comply with on a voluntary basis, nor to impose sanctions in respect of any failure by the Company to so comply.**

Cairn Financial Advisers LLP, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting for the Company and for no one else in connection with the matters described in this document, including the Rule 9 Waiver, and accordingly will not be responsible to any person other than the Company for providing the protections afforded to customers of Cairn Financial Advisers LLP, or for providing advice to any other person in relation to the arrangements described in this document, including the Rule 9 Waiver.

This document does not constitute an offer to sell or an invitation to subscribe for, or the solicitation of an offer to buy or subscribe for, Ordinary Shares.

The ordinary shares in the capital of the Company have not been and will not be registered under the US Securities Act of 1933, as amended ("Securities Act"), or under the securities laws or with any securities regulatory authority of any state or other jurisdiction of the United States or of Australia, Canada, Japan or the Republic of South Africa, or any province or territory thereof. Subject to certain exceptions, the Ordinary Shares may not be taken up, offered, sold, resold, transferred or distributed, directly or indirectly, and this document may not be distributed by any means including electronic transmission within, into, in or from the United States, Australia, Canada, Japan, or the Republic of South Africa or to or for the account of any national, resident or citizen of the United States or any person resident in Australia, Canada, Japan or the Republic of South Africa. The Ordinary Shares may only be offered or sold in offshore transactions as defined in and in accordance with Regulation S promulgated under the Securities Act. Acquirers of Ordinary Shares may not offer to sell, pledge or otherwise transfer such shares in the United States, or to any US Person as defined in Regulation S under the Securities Act, including resident corporations, or other entities organised under the laws of the United States, or non-US branches or agencies of such corporations unless such offer, sale, pledge or transfer is registered under the Securities Act, or an exemption from registration is available. The Company does not currently plan to register the Ordinary Shares under the Securities Act. The distribution of this document in or into other jurisdictions may be restricted by law and therefore persons into whose possession this document comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

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## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Announcement of the Acquisition	27 September 2019
Cancellation of admission of the Ordinary Shares to trading on AIM	7 February 2020
Publication and posting of this document, the Prospectus and the Form of Proxy to Shareholders	4 March 2020
Latest time and date for receipt of completed Forms of Proxy	11.00 a.m. on 18 March 2020
Time and date of the General Meeting	11.00 a.m. on 20 March 2020
Announcement of result of the General Meeting	20 March 2020
Completion of the Acquisition, the Placing, Admission and commencement of the unconditional dealings in the Enlarged Group's Ordinary Shares	8.00 a.m. on 23 March 2020
CREST members' accounts credited in respect of Consideration Shares and Placing Shares in uncertificated form	23 March 2020
Despatch of definitive share certificates in respect of Consideration Shares and Placing Shares in certificated form	Week commencing 6 April 2020

### Notes:

1. Unless otherwise stated, all references to time in this document and in the above timetable are to the time in London, United Kingdom.
2. Some of the times and dates above are indications only and if any of the details contained in the timetable above should change, the revised times and dates will be notified to Shareholders by means of an announcement through a Regulatory Information Service.
3. Certain of the events listed in the timetable above are conditional upon, amongst other things, the passing at the General Meeting of the Resolutions.

## ADMISSION AND ACQUISITION STATISTICS

Number of Existing Ordinary Shares	101,094,276
Number of Consideration Shares	32,322,246,220
Number of Placing Shares	331,604,094
Total number of Ordinary Shares in issue on Admission (Enlarged Share Capital)	32,754,944,590
Ordinary Shares subject to the Warrant Instrument	7,272,728
Fully diluted Ordinary Shares in issue on Admission	32,762,217,318
Price per Consideration Share	0.6945 pence
Placing Price	0.6756 pence
Fully diluted market capitalisation of the Company on Admission at the Issue Price	£227,533,599
Percentage of the Enlarged Share Capital represented by the Existing Ordinary Shares	0.31 per cent.
Percentage of the Enlarged Share Capital represented by the Consideration Shares	98.68 per cent.
Percentage of the Enlarged Share Capital represented by the Placing Shares	1.01 per cent.
Percentage of the Enlarged Share Capital represented by the Vendor Placing	18.05 per cent.
Gross proceeds of the Placing	£2,240,317
Net proceeds of the Placing	£1,440,317
ISIN Code	GB00BFMDJJC60
LEI	213800ZY2C2TI2C5WQ61
SEDOL Code	BFMDJJC6
TIDM on Admission	SYME

## DEFINITIONS

The following definitions apply throughout this document, unless the context otherwise requires:

<b>Abal Shareholders</b>	the registered holders of shares in the Company at completion of the Acquisition Agreement;
<b>Acquisition</b>	means the acquisition of the entire issued share capital of Supply@ME from the Sellers as described in Part I of this document;
<b>Acquisition Agreement</b>	means the conditional share purchase agreement dated 27 September 2019 between the Company and the Sellers relating to the Acquisition (and as subsequently amended), further details of which are set out in paragraph 6.2 of Part III of this document;
<b>Admission</b>	means admission of the Enlarged Share Capital to the Standard Listing segment of the Official List and to trading on the Standard Segment of the Main Market of the London Stock Exchange;
<b>AIM</b>	means the AIM market of the London Stock Exchange;
<b>AIM Rules</b>	means the AIM Rules for Companies as published by the London Stock Exchange from time to time;
<b>Articles</b>	means the existing articles of association of the Company as amended from time to time;
<b>AvantGarde 4.0</b>	means AvantGarde 4.0 S.r.l. (company number 09657660966), the 36.4% shareholder in Orchestra Group, of which Alessandro Zamboni is the sole director. The registered office of AvantGarde 4.0 is Via Festa del Perdono, 10 – 20122, Milan, Italy. AvantGarde 4.0 is owned by Stefania Marasco (70%) and Alessandro Zamboni (30%);
<b>AZ Company</b>	means AZ Company S.r.l. (company number 07524380966), the 63.6% shareholder in Orchestra Group, of which Alessandro Zamboni is the sole director. The registered office of AZ Company is Via Festa del Perdono, 10 – 20122, Milan, Italy. AZ Company is owned by DBS Group International Trust (1%) and Unione Fiduciaria S.p.A. (99%). Alessandro Zamboni is the sole beneficial owner of these two entities;
<b>Broker</b>	Epsilon Capital Limited;
<b>Business Day</b>	means a day (other than a Saturday or Sunday) on which banks are open for general business in London;
<b>Cairn</b>	Cairn Financial Advisers LLP, the Rule 3 adviser to the Company for the purposes of the Takeover Code;
<b>Chairman</b>	means Simon Charles, or the Chairman of the Board from time to time, as the context requires, provided that such person was independent on appointment for the purposes of the Corporate Governance Code;
<b>Change of Control</b>	means, following the Acquisition, the acquisition of Control of the Company by any person or party (or any group of persons or parties who are acting in concert);
<b>Change of Name</b>	the proposed change of name of the Company to Supply@Me Capital plc;

<b>City Code or Takeover Code</b>	means the UK City Code on Takeovers and Mergers, as amended from time to time;
<b>Code Waiver</b>	means the waiver granted by the Panel (subject to the passing of the Whitewash Resolution) in respect of the obligation of the members of the Concert Party to make a mandatory offer for the entire issued share capital of the Company not already held by them which might otherwise be imposed on them under Rule 9 as a result of the issue of Consideration Shares, as more particularly described in Part I of this document;
<b>Companies Act, Act or CA2006</b>	means the Companies Act 2006 of the United Kingdom, as amended;
<b>Company</b>	means Abal Group plc;
<b>Completion</b>	means the completion of the Acquisition pursuant to the Acquisition Agreement;
<b>Concert Party</b>	means the persons as set out in paragraph 3 of Part III of this document;
<b>Consideration Shares</b>	means the 32,322,246,220 new Ordinary Shares to be issued by the Company to the Sellers at the Issue Price per Ordinary Share in accordance with the Acquisition Agreement;
<b>Corporate Governance Code</b>	The UK Corporate Governance Code as published from time to time by the Financial Reporting Council;
<b>CREST</b>	the computerised settlement system (as defined in the CREST Regulations) operated by Euroclear which facilitates the holding and transfer of title to shares in uncertificated form;
<b>CREST Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) as amended;
<b>Directors</b>	the current directors of the Company as at the date of this document whose names are listed on page 1 of this document;
<b>Disposal</b>	means the disposal of Company's core operating business and assets for cash to Planbox Limited, which occurred on 5 February 2019, following approval by Shareholders at the general meeting of the Company held on 28 January 2019;
<b>Disclosure Guidance and Transparency Rules or DTR</b>	means the Disclosure Guidance and Transparency Rules produced by the Financial Conduct Authority and forming part of the FCA Handbook;
<b>Eight Capital</b>	means Eight Capital Partners plc (company number 09301329), a 40% shareholder in Finance Partners and current shareholder in the Company, of which Dominic White and Martin Groak are directors. The registered office of Eight Capital is Kemp House, 160 City Road, London, EC1V 2NX. Eight Capital's shares are traded on the NEX Exchange Growth Market;
<b>Enlarged Group</b>	together, Abal and Supply@Me;
<b>Enlarged Share Capital</b>	the issued ordinary share capital of the Company following Admission, comprising the Existing Ordinary Shares, the Consideration Shares and the Placing Shares;
<b>Epsilon Capital</b>	means Epsilon Capital Limited (company number 11238881), a broker to the Company, of which John Treacy (a director of the Company) and Fabio

Carretta are the directors. The registered office of Epsilon Capital is C/o Supplyme, Elizabeth House, 6<sup>th</sup> Floor, 39 York Road, London, SE1 7NQ. Epsilon Capital is a wholly owned subsidiary of Eight Capital Partners;

<b>Euroclear</b>	Euroclear UK & Ireland Limited, a company incorporated in England and Wales and the operator of CREST;
<b>Existing Ordinary Shares</b>	the 101,094,276 ordinary shares in issue at the date of this document;
<b>Finance Partners</b>	means Finance Partners Group S.p.A. (company number 03352480234), the 17.66% shareholder in The AvantGarde Group, of which Emanuele Facile and Maurizio Belli are the directors. The registered office of Finance Partner is Via Antonio Canova, 19 – 20145, Milan, Italy. Finance Partners is owned by Emanuele Facile (30.00%), Eight Capital (28.57%), iWEP (28.57%) and Maurizio Belli (12.86%);
<b>Financial Innovations</b>	means Financial Innovations Team S.r.l. (company number 02488660305), an investee company of Eight Capital (60.0% shareholding), of which Miss Monica Formenti is the sole director. The registered office of Financial Innovations is Via Antonio Canova, 19 – 20145, Milan, Italy;
<b>Form of Proxy</b>	the form of proxy accompanying this document relating to the General Meeting;
<b>FSMA</b>	the Financial Services and Markets Act 2000, as amended;
<b>General Meeting</b>	the general meeting of the Company, notice of which is set out in pages 28 to 30 of this document and including any adjournment(s) thereof;
<b>Independent Director</b>	Simon Charles;
<b>Independent Shareholders</b>	shareholders of the Company, other than the members of the Concert Party;
<b>Issue Price</b>	0.6945 pence per ordinary share, being the price of issue of each of the Consideration Shares, calculated as the volume weighted average price of an ordinary share of the Company as shown by the daily Official List for each of the five Business Days immediately preceding suspension of trading of relevant Ordinary Shares on AIM;
<b>iWEP</b>	means iWep Limited (company number 11326360), a shareholder in The AvantGarde Group, of which Dominic White is the sole director. The registered office of iWEP is 3 Galley House, Moon Lane, Barnet, EN5 5YL. iWEP is a wholly owned subsidiary of iWolf;
<b>iWolf</b>	means iWolf Limited (company number 09313168), the 100% shareholder in iWEP, of which Dominic White is the sole director. The registered office of iWolf is Kemp House, 160 City Road, London, EC1V 2NX. iWolf is a wholly owned subsidiary of White Amba Investments;
<b>Listing Rules</b>	means the listing rules issued by the FCA pursuant to section 73A of FSMA;
<b>London Stock Exchange</b>	London Stock Exchange Group plc;
<b>Marriott Harrison</b>	Marriott Harrison LLP, solicitors to the Company;
<b>Net Proceeds</b>	means the funds received on closing of the Placing less any expenses paid or payable in connection with the Acquisition, the Placing and Admission;



<b>New Ordinary Shares</b>	the Consideration Shares and the Placing Shares;
<b>Notice</b>	the notice of General Meeting which is set out at the end of this document;
<b>Orchestra Group</b>	means Orchestra Group S.r.l. (company number 08743890967), a shareholder in The AvantGarde Group, of which Alessandro Zamboni is the sole director. The registered office of Orchestra Group is Via Festa del Perdono, 10 – 20122, Milan, Italy. Orchestra Group is controlled by AvantGarde 4.0 (36.4%) and AZ Company (63.6%);
<b>Ordinary Shares</b>	the ordinary shares of 0.002 pence each in the capital of the Company;
<b>Panel</b>	the UK Panel on Takeovers and Mergers;
<b>Placees</b>	means a person who confirms his agreement to Epsilon Capital, as agent of the Company, to subscribe for Placing Shares under the Placing in accordance with the terms of a Placing Letter;
<b>Placing</b>	the conditional placing of the Placing Shares at the Placing Price pursuant to the Placing Agreement, details of which are set out in paragraph 5 of Part I of this document;
<b>Placing Agreement</b>	means the conditional agreement dated 3 March 2020 among the Company and the Broker setting out the terms of the Placing, summary details of which are set out in paragraph 6.3 of Part III of this document;
<b>Placing Letter</b>	means a placing letter issued to a prospective Placee for Placing Shares by Epsilon Capital and a form of acceptance from such prospective Placee confirming the prospective Placee’s irrevocable commitment to subscribe for Placing Shares, conditional only upon Admission;
<b>Placing Price</b>	0.6756 pence per Placing Share;
<b>Placing Shares</b>	the 331,604,094 new Ordinary Shares to be allotted and issued pursuant to the Placing;
<b>Premium Listing</b>	means a Premium Listing under Chapter 6 of the Listing Rules;
<b>Proposals</b>	the proposals to be considered by Shareholders in this document, including the Acquisition, the Change of Name, the Placing, the Rule 9 Waiver, the Resolutions and the application for Admission;
<b>Proposed Directors</b>	means a person who is to be appointed as director of the Company upon completion of the Acquisition, being: Alessandro Zamboni, Dominic White, Susanne Chishti and Enrico Camerinelli, further details of whom are set out in Parts I and Part III of this document;
<b>Prospectus Regulation Rules</b>	means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, and includes any relevant implementing measures in each member state of the EEA that has implemented Regulation (EU) 2017/1129;
<b>Registrar</b>	the Company’s registrars, being Neville Registrars Limited;

<b>Resolutions</b>	the resolutions set out in the Notice which are to be proposed at the General Meeting for the purpose of giving effect to the Proposals;
<b>Rule 9</b>	Rule 9 of the Takeover Code;
<b>Rule 9 Offer</b>	means the requirement for a general offer to be made in accordance with Rule 9;
<b>Rule 9 Waiver</b>	the waiver granted by the Panel (subject to the passing of the Waiver Resolution) in respect of the obligation of the Concert Party to make a mandatory offer under Rule 9 in connection with the Acquisition, as more particularly described in paragraph 9 of Part I of this document;
<b>Securities Act</b>	the US Securities Act of 1933, as amended;
<b>Sellers</b>	holders of Supply@ME shares prior to Completion;
<b>Shareholder(s)</b>	the registered holder(s) of Ordinary Shares;
<b>Sports Capital Group</b>	means Sports Capital Group plc (company number 06474216), an investee company of Eight Capital (22.78% shareholding), of which Simon Grant-Rennick and Mark Jackson are directors. The registered office of Sports Capital Group is 6 <sup>th</sup> Floor 60 Gracechurch Street, London, EC3V 0HR;
<b>Standard Listing</b>	means a Standard Listing under Chapter 14 of the Listing Rules;
<b>Stanford Capital</b>	means Stanford Capital Partners Limited (company number 11192616), a broker to the Company;
<b>subsidiary and subsidiary undertaking</b>	have the meanings given to them by CA 2006;
<b>Supply@ME</b>	means Supply@ME S.r.l. (company number 10091200963), of which Alessandro Zamboni is the sole director. The registered office of Supply@ME is Piazza Santo Stefano, 6 – 20122, Milan, Italy;
<b>TAG Share</b>	the quotas representing the voting rights of the The AvantGarde Group;
<b>The AvantGarde Group</b>	means The AvantGarde Group S.p.A. (company number 05033580969), a 92.2% shareholder in Supply@ME, of which Dominic White, Monica Formenti and Alessandro Zamboni are the directors. The registered office of The AvantGarde Group is Via Festa del Perdono, 10 – 20122, Milan, Italy. The AvantGarde Group's shares are held by iWEP (42%), Orchestra Group (33.34%), Finance Partners (17.66%), Maurizio Belli (5%) and Emanuele Facile (2%);
<b>Transaction</b>	means the Acquisition, the Placing and Admission;
<b>Vendor Placing</b>	meaning the sale of shares in Supply@ME by The AvantGarde Group to new investors, conditional on Admission;
<b>Warrant Instrument</b>	the warrant instrument executed by the Company dated 11 December 2018 pursuant to which the Company constituted the Warrants;
<b>Warrant Shares</b>	the 7,272,728 new Ordinary Shares to be allotted and issued upon the exercise of the Warrants;

<b>Warrants</b>	means 7,272,728 warrants held by Eight Capital Partners plc;
<b>Whitewash Resolution</b>	means the ordinary resolution of the Independent Shareholders to be taken on a poll concerning the Code Waiver to be proposed at the General Meeting and set out in the notice of General Meeting; and
<b>White Amba</b>	means White Amba Investments LLP (company number OC363439), the 100% shareholder in iWolf, of which Dominic White is the sole director. The registered office of White Amba is Kemp House, 160 City Road, London, EC1V 2NX. White Amba is beneficially owned by Dominic White (80%) and his wife, Susan White (20%).

Unless otherwise indicated, all references in this document to GBP, £, pounds sterling, pounds, sterling, pence or p are to the lawful currency of the United Kingdom.

**PART I**

**LETTER FROM THE INDEPENDENT DIRECTOR**

**ABAL GROUP PLC**

*(Incorporated and Registered in England and Wales, with company number 03936915)*

*Directors:*

*S. Charles, Non-executive Chairman  
J. M. Treacy, Non-executive Director*

*Registered Office:*

*27/28 Eastcastle Street  
London  
W1W 8DH  
United Kingdom*

4 March 2020

To the holders of Existing Ordinary Shares

Dear Shareholder,

**Proposed Acquisition of Supply@ME S.r.l.  
Placing of 331,604,094 new Ordinary Shares  
Approval of waiver of obligations under Rule 9 of the Takeover Code  
Appointment of the Proposed Directors  
Proposed change of name to Supply@ME Capital plc  
Proposed amendment to Articles of Association  
Admission of the Enlarged Share Capital to the Official List (by way of a  
Standard Listing under Chapter 14 of the Listing Rules) and to trading on the  
London Stock Exchange's Main Market  
Notice of general meeting**

**1. Introduction**

On 5 February 2019, the Company announced the completion of the disposal of its core operating business and assets, for cash, to Planbox Limited ("**Disposal**"). As a result of the Disposal, the Company was classified as a cash shell pursuant to AIM Rule 15 and, as such, was required to make an acquisition or acquisitions which constitute a Reverse Takeover within six months of the date of the Disposal or its share would be suspended from trading.

On 6 August 2019, the Company's shares were suspended from trading as it had not completed a Reverse Takeover by that date. Pursuant to AIM Rule 41, the Company's shares remained suspended until 7 February 2020, whereupon the Company's admission to trading on AIM was cancelled.

On 27 September 2019, the Company announced that it had conditionally agreed to acquire the entire issued share capital of Supply@ME from the Sellers, the consideration for which is £224,478,000 to be satisfied by the allotment and issue to the Sellers of the Consideration Shares at the Issue Price. The Acquisition is conditional, *inter alia*, upon Admission and should it complete, the Enlarged Group will become an independent fintech company offering an innovative proprietary inventory monetisation service to companies in a wide range of industrial sectors.

The Company's current directors, having consulted with the Proposed Directors, consider it appropriate for the Enlarged Group to now apply for Admission to the Standard List segment of the Official List and to trading on the London Stock Exchange's Main Market.

The purpose of this letter is to: (i) explain the background to, and reasons for, the Acquisition and the Placing; (ii) explain why the Independent Director believes that the Acquisition is in the best interests of the Company and its Shareholders as a whole; (iii) set out the terms and conditions of the Placing; and (iv) to set out the

Directors' recommendations in favour of the Resolutions to be proposed at the General Meeting (see paragraph 20 of this Part I). In this respect, this document should be read in its entirety and you should not rely solely on the information summarised in this letter. Your attention, in particular, is drawn to the risk factors set out in the Prospectus which accompanies this document.

John Treacy, a director of the Company, is a member of the Concert Party, is therefore not considered to be Independent, is unable to participate in the recommendation in respect of the Whitewash Resolution and is not able to vote on Resolution 3. As a result, Simon Charles is the only independent Director and is solely responsible for recommending that Independent Shareholders vote in favour of the Whitewash Resolution.

As more fully described in paragraph 5 of this letter, the Company is undertaking the Placing, the net proceeds of which will be used predominantly to fund the development and growth of the Enlarged Group's business and ongoing corporate purposes.

Independent Shareholder approval is required under the Takeover Code to approve the waiver granted by the Panel of the obligation of the members of the Concert Party to make a mandatory offer for the entire issued share capital of the Company not already held by them as a result of the issue of Consideration Shares ("**Code Waiver**"). Following the completion of the Acquisition and the Placing, which includes the Vendor Placing by the Sellers, the Concert Party will in aggregate hold 24,422,037,715 Ordinary Shares representing 74.56 per cent. of the Enlarged Issued Share Capital of the Company. Without the Code Waiver, the issue of the Consideration Shares would require the Concert Party to make a general offer for the entire issued and to be issued share capital of the Company not already held by it. The Panel has agreed with the Company to grant such a Code waiver, subject to the passing at the General Meeting by Independent Shareholders (being Shareholders other than the members of the Concert Party) of the Whitewash Resolution, to be taken on poll.

Accordingly, a General Meeting of the Company is being convened at which Resolutions will be proposed, *inter alia*, to approve the Acquisition, the allotment and issue of the Consideration Shares, allotment and issue of the Placing Shares and the Code Waiver. The Resolutions are set out in full in the notice of General Meeting at the end of this document and are summarised in paragraph 18 of this Part I below.

In addition to the information contained in this document, your attention is drawn to the information set out in the Prospectus that accompanies this document which contains detailed information on the Company, Supply@ME and the Proposals. A copy of the Prospectus is available from the Company's website [www.abalplc.com](http://www.abalplc.com) and from the offices of Marriott Harrison or Cairn.

## **2. Reasons for the Acquisition and the Enlarged Group's strategy**

The Directors and Proposed Directors believe there is a strong and growing market for the provision of high quality specialist inventory financing services to a wide range of companies operating in different business sectors. The continuing shortage of reliable sources of funds for many companies often obliges such entities not to fully pursue their business and investment plan, while the current economic situation, characterised by stagnation and low inflation, reduces consumers' appetite for purchasing new products, increasing the quantity and value of stock held by companies which constrains working capital.

Supply@ME provides an innovative technology platform which enables corporate customers to monetise their inventory in a "true sale" transaction whilst retaining the ability to use that inventory in its business. Funding is provided to a SPV stock company from major funders, which in turn funds a subsidiary of that stock company which acquires the title to the inventory from a corporate customer enabling the corporate to derecognise the inventory from its balance sheet and monetise it, assisting its cash flow and gearing.

Through the Acquisition, Supply@ME will become a listed company. The listing will enhance the profile of the Enlarged Group and its activities, by being a profitable, listed, specialist provider in the sector with a strong balance sheet, the Enlarged Group is expected, *inter alia*, to:

- improve the standing of Supply@ME, with clients and employees, current and potential alike;
- assist in the recruitment and retention of appropriately skilled staff by offering attractive packages including participation in share option schemes enabling them to participate in the success of the Enlarged Group;

- have the ability to use the Enlarged Group's shares as a currency to acquire other businesses in the sector;
- provide shareholders with the potential to increase the value of their holdings and provide liquidity; and
- have access to equity capital markets to support future growth.

### **3. Terms and conditions of the Acquisition**

On 27 September 2019, it was announced that the Acquisition Agreement had been entered into, pursuant to which the Sellers have conditionally agreed to sell, and the Company has conditionally agreed to purchase, the entire issued share capital of Supply@ME.

Under the terms of the Acquisition, the Company would pay £224,478,000 for the Acquisition to be satisfied by the issue of the 32,322,246,220 Consideration Shares. On issuance, the Consideration Shares would represent approximately 98.68 per cent. of the share capital of the Company following completion of the Acquisition and Placing. The Directors believe that the Acquisition is within the Company's strategy and is in a sector in which further acquisitions may be considered.

A summary of the principal terms and conditions of the Acquisition Agreement are set out in paragraph 6.2 of Part III of this document.

### **4. Summary financial information**

Financial information relating to the Company is set out in Part II of this document and, in further detail, in the Prospectus (that accompanies this document) which also includes a pro forma balance sheet of the Enlarged Group immediately following completion of the Acquisition and Placing. Financial information relating to Supply@ME is also set out in the Prospectus.

### **5. The Placing**

The Company has conditionally agreed (via the Broker as agent of the Company) to place 331,604,094 New Ordinary Shares at the Placing Price to raise approximately £2.2 million before expenses and approximately £1.4 million net of expenses. The Placing is not underwritten.

The Placing Shares have been made available to investment professionals and high net worth, sophisticated and institutional investors.

The Broker has received binding irrevocable Placing Letters from Placees in relation to the Placing Shares at the Placing Price under which each Placee who has subscribed for the Placing Shares under the Placing has irrevocably agreed to acquire Placing Shares allocated to them at the Placing Price conditional on Admission occurring and becoming effective by 8.00 a.m. on or prior to 31 March 2020. To the fullest extent permitted by law, each Placee is not entitled to exercise any remedy of rescission at any time.

In addition to the Placing, the Broker has agreed to assist the Sellers with the Vendor Placing, whereby the Sellers will sell a portion of their holdings immediately prior to issue of the Consideration Shares. The Vendor Placing does not directly affect the Company in terms of new funds being raised, however, it does reduce the number of shares held by the Sellers following Admission and provide for a greater spread of shareholders in the Company.

The Placing is conditional upon, amongst other things:

- the passing of resolutions 1,2 and 4 to 11 by Shareholders at the General Meeting;
- the passing of resolution 3 by Independent Shareholders at the General Meeting;
- the Placing Agreement becoming or being declared unconditional in all respects and not having been terminated in accordance with its terms before Admission; and
- Admission occurring no later than 8.00 a.m. on 31 March 2020.

The Placing Agreement contains certain warranties and an indemnity from the Company in favour of the Broker. Epsilon Capital is entitled, in certain circumstances, to terminate the Placing Agreement (and the arrangements associated with it) prior to Admission including in force majeure circumstances or for material breach of the warranties given by the Company in the Placing Agreement.

The Placing Shares will be credited as fully paid and will, on Admission, rank *pari passu* in all respects with all other Ordinary Shares then in issue, including the right to receive all dividends or other distributions declared, paid or made on or after Admission.

If any of the conditions are not satisfied (or waived), the Placing will not proceed and the Placing Shares will not be issued and all monies received from the Placees will be returned to them (at their own risk and without interest) as soon as possible thereafter.

Further details of the Placing Agreement are set out in paragraph 6.3 of Part III of this document.

Completion of the Placing will be announced via a regulatory news service on Admission, which is expected to take place at 8.00 a.m. on 23 March 2020.

At the Placing Price, the Company will have a market capitalisation of £221,341,540 on Admission.

## 6. Use of proceeds

The Company expects to receive net proceeds of approximately £1.4 million (after deducting estimated commissions and expenses of the Placing (including VAT) payable by the Company, which are currently expected to be approximately £0.8 million) from the issue of the Placing Shares.

The Net Proceeds will be deployed as follows:

- **aiming to be the best fintech inventory data monitoring business:** this means investing in these technology streams:
  - banking account integration;
  - due diligence/onboarding digitisation (trusted data environment, online simulators and external rating integration);
  - ERP full integration (firstly SAP, IBM, Oracle and Microsoft);
  - Internet of Things (smart cameras, RFID, other connected objects) integration for inventory off-site monitoring;
  - remarketing digital workplace (e-marketplace where a remarketer can monitor and place inventory purchase offers).
- **developing a multi-channel funding strategy:** this requires the setting up of marketing activities focused on:
  - *companies:* omni-customer strategy (edu-marketing initiatives, ERPs vendors partnership, social activities, web/online simulators development);
  - *funders:* diversifying the sources (securitisation notes, continuous road shows, commercial banks partnerships, partnerships with digital platforms); and
- **creating a highly scalable global business:** this implies the commencement of internal projects focused on:
  - *operations:* enhancement of a new internal governance functions directly;
  - *legal framework:* roll out of the current legal framework for new geographies.

## 7. The Takeover Code

The Company is subject to the Takeover Code and its Shareholders are entitled to the protections afforded by the Takeover Code and its provisions.

Under Rule 9, any person who acquires, whether by a single transaction or a series of transactions over a period of time, an interest (as defined in the Takeover Code) in shares which (taken together with shares in which persons acting in concert with him are interested) carry 30 per cent. or more of the voting rights of a company which is subject to the Takeover Code, is normally required to make a general offer to all the remaining shareholders to acquire their shares.

Rule 9 further provides that, *inter alia*, where any person who, together with persons acting in concert with him, is interested in shares which, in aggregate, carry not less than 30 per cent. of the voting rights of a company but does not hold shares carrying not more than 50 per cent. or more of such voting rights and such person, or any such person acting in concert with him, acquires an interest in additional shares which increase his percentage of shares carrying voting rights, such person is normally required to make a general offer to the remaining shareholders to acquire their shares.

Rule 9 also provides that, *inter alia*, where any person who, together with persons acting in concert with him, holds over 50 per cent. of the voting rights of a company, acquires any further shares carrying voting rights, then such person will not generally be required to make a general offer to the other shareholders to acquire the balance of their shares, although Rule 9 would remain applicable to individual members of a concert party who would not be able to increase their percentage interests in the voting rights of such company through or between a Rule 9 threshold without the consent of the Panel.

An offer under Rule 9 must be made in cash and at the highest price paid by the person required to make the offer, or any person acting in concert with him, for any interest in shares of the company in question during the 12 months prior to the announcement of the offer.

#### **8. Information on the Concert Party**

The Concert Party comprises certain of the Supply@Me shareholders. Information on the members of the Concert Party (including their future intentions for the Company) is contained in Part III of this document.

#### **9. Rule 9 Waiver**

Due to the consequences of the City Code (as further explained below), the Company requires the approval of Independent Shareholders to permit members of the Concert Party to receive the Ordinary Shares (the Consideration Shares) due under the terms of the Acquisition Agreement (which would, if such Ordinary Shares are issued, result in an increase of the Concert Party's shareholding to 50 per cent. and above) without triggering a mandatory offer to Shareholders under Rule 9 of the City Code.

Under Note 1 on the Dispensations from Rule 9, when the issue of new securities in consideration for an acquisition or a cash subscription would otherwise result in an obligation to make a general offer under Rule 9 of the City Code (the "**Rule 9 Offer**"), the Panel will normally waive the obligation if, *inter alia*, there is an independent vote at a shareholders' meeting taken on a poll.

The Company has applied to the Panel for a waiver of Rule 9 in order to permit the allotment and issue of the Consideration Shares to the Concert Party without triggering an obligation on the part of the Concert Party to make a Rule 9 Offer. The Panel has given approval for a waiver of Rule 9 that would otherwise require the Concert Party to make such an offer, subject to the approval of Resolution 3 by Independent Shareholders on a poll.

**The Panel has agreed, subject to the Waiver Resolution being passed on a poll of the Independent Shareholders at the General Meeting, to waive the requirement which might otherwise arise for the members of the Concert Party (individually or collectively) to make a general offer under Rule 9 for the remaining shares in the Company as a result of the allotment and issue of the Consideration Shares. To be passed, Resolution 3 will require a simple majority of the votes cast on a poll by the Independent Shareholders. Accordingly, Shareholders should also be aware that, following completion of the Acquisition, the Concert Party will, between them, be interested in shares carrying more than 50 per cent. of such voting rights and will be able to increase its holding in the Company without incurring an obligation under Rule 9 to make a mandatory offer to the other Shareholders, although individual members of the Concert Party are not able to increase their individual interests in Ordinary Shares through or between a Rule 9 threshold without Panel consent.**

If the Resolutions are approved at the General Meeting, the Concert Party will not be restricted from making an offer for the Company unless the Concert Party either makes a statement that it does not intend to make an offer or enters into an agreement with the Company not to make an offer. No such statement has been made or agreement entered into as at the date of this document.

#### **10. Directors and senior management**

Upon completion of the Acquisition, the Directors, being Simon Charles and John Treacy, will step down from the Board and, on Admission, the Proposed Directors will be appointed. Accordingly, the Board on Admission will comprise:

- Dominic White – *Non-executive Chairman*
- Alessandro Zamboni – *Chief Executive Officer*
- Susanne Chishti – *Non-executive Director*



- Enrico Camerinelli – *Non-executive Director*

Brief biographies of the Proposed Directors are set out below and in Part III (Additional information on the Company and Concert Party) of this document.

### ***Proposed Directors***

#### **Dominic Andrew White** (aged 47)

*Non-executive Chairman*

Dominic White has invested in public markets and private equity for 25 years. He has acquired and managed more than £3 billion of assets across Europe, and held board positions at a number of public companies including KCR Residential REIT Plc, Eight Capital Partners Plc and Limitless Earth Plc, as well as at international investment institutions such as Security Capital European and Henderson Global Investors. He is a member of the Institute of Chartered Financial Analysts.

#### **Alessandro Zamboni** (aged 41)

*Chief Executive Officer*

Alessandro Zamboni is a director specialising in the financial services industry and related strategic and digital models with several experiences across advisory and training.

Since 2008, he managed the delivery and the sales operations of a consulting company specialised in Regulatory & Internal Controls for Banks and Insurance Firms.

Mr Zamboni founded the AvantGarde Group, parent company of Supply@ME, in 2014.

#### **Susanne Chishti** (aged 48)

*Non-executive Director*

Ms Chishti brings over 20 years of financial expertise, board level experience focused on organisational governance, and a strong understanding of the small/medium size enterprise market. Her experience draws on 14 years in banking with senior positions at Morgan Stanley, Lloyds Banking Group and Deutsche Bank. As CEO of FINTECH Circle she is an award winning entrepreneur and global expert in financial technology, new business models and a bestselling editor of The FINTECH Book Series published by Wiley.

#### **Enrico Camerinelli** (aged 57)

*Non-executive Director*

Enrico Camerinelli keeps abreast of market trends and business practices by taking active part in projects launched by the United Nations Economic Commission for Europe, the World Bank, the World Trade Board, and the Council of Supply Chain Management Professionals.

He regularly attends major industry events as invited guest speaker, and write on specialised magazines and papers.

### **Directors' and Proposed Directors' fees**

On Admission, John Treacy and Simon Charles will leave the board and step down as directors, and the fees of the Proposed Directors will be as set out below.

Name	Position	Previous director services fees (per annum) (£)	Proposed salaries/fees post Admission (per annum) (£)
<b>Directors</b>			
Simon Charles	<i>Non-executive Chairman</i>	25,000	-
John Treacy	<i>Non-executive Director</i>	25,000	-
<b>Proposed Directors</b>			
Dominic White	<i>Non-executive Chairman</i>	-	100,000
Alessandro Zamboni	<i>Chief Executive Officer</i>	-	185,000
Susanne Chishti	<i>Independent Non-executive Director</i>	-	40,000
Enrico Camerinelli	<i>Independent Non-executive Director</i>	-	30,000

The Proposed Directors' fees, which will take effect from Admission and are dependent upon the Transaction, reflect the responsibility of being directors of a larger, trading business admitted to trading on LSE's Main Market.

### **Corporate Governance**

The Company will observe the requirements of the Corporate Governance Code. This is the corporate governance regime applicable to the Company in England and Wales. The Company will, to the extent practicable for a company of its size and nature, follow the Corporate Governance Code, and will, immediately following Admission, establish a remuneration, a nomination and an audit committee, each with their own terms of reference, the members of which will be independent non-executive directors. The Directors and Proposed Directors are aware that there are currently certain provisions of the Corporate Governance Code that the Company is not in compliance with, given the size of the Company. These include, *inter alia*:

- the Company does not currently have separate remuneration, nomination and audit committees. The Board as a whole currently reviews the appointment of new members of the Board, their remuneration and the auditing requirements of the Company taking into account the interests of Shareholders and the performance of the Company.
- unless a further independent non-executive director is appointed, the Board will not comply with provision B.1.2. of the Corporate Governance Code that at least half of the Board, excluding the Chairman, should comprise non-executive directors determined by the Board to be independent.

The Company will report to its Shareholders on its compliance with the Corporate Governance Code in accordance with the Listing Rules on an ongoing basis.

The Company complies with its MAR compliant share dealing code and has adopted a list of matters reserved for the Board, a disclosure policy, insider lists and an anti-bribery policy.

The Articles are such so as to be appropriate for a Standard Listed company. Full details of the Company's Articles are set out in the Prospectus that accompanies this document.

### **Remuneration Committee**

The Remuneration Committee will assist the Board in determining its responsibilities in relation to remuneration, including making recommendations to the Board on the Enlarged Group's policy on executive remuneration, including setting the over-arching principles, parameters and governance framework of the Enlarged Group's remuneration policy and determining the individual remuneration and benefits package of each of the executive Directors. The Remuneration Committee will also ensure compliance with the Corporate Governance Code in relation to remuneration wherever possible.

The Remuneration Committee will be chaired by Ms Chishti and its other member will be Mr Camerinelli. The Remuneration Committee will meet not less than once a year.

#### *Nomination Committee*

The Nomination Committee will be responsible, amongst other things, for reviewing the structure, size and composition of the Board and ensuring that it is comprised of the right balance of skills, knowledge and experience, identifying and nominating for approval candidates to fill any vacancies on the Board as and when they arise, giving full consideration to succession planning for the Enlarged Group and making recommendations as to the composition of the other committees of the Board. The Corporate Governance Code recommends that a majority of the members of a nomination committee should be independent non-executive directors. The Enlarged Group's Nomination Committee does not currently meet this requirement but is expected to in due course. The Nomination Committee will be chaired by Mr Camerinelli and its other member will be Ms Chishti. The Nomination Committee will meet at least twice a year.

#### *Audit Committee*

The Company will establish an Audit Committee with delegated duties and responsibilities. The Audit Committee will be responsible, amongst other things, for making recommendations to the Board on the appointment of auditors and the audit fee, monitoring and reviewing the integrity of the Company's financial statements and any formal announcements on the Company's financial performance as well as reports from the Company's auditors on those financial statements.

In addition, the Audit Committee will review the Company's internal financial control and risk management systems to assist the Board in fulfilling its responsibilities relating to the effectiveness of those systems, including an evaluation of the capabilities of such systems in light of the expected requirements for any specific acquisition target. The Audit Committee will be chaired by Mr Camerinelli and its other member will be Ms Chishti. The Audit Committee will meet at least twice a year, or more frequently if required.

#### *Share dealing code*

As at the date of this document the Board has adopted a MAR compliant share dealing code. The Board is responsible for taking all proper and reasonable steps to ensure compliance with the code by the Directors and Proposed Directors and others to whom the code applies.

#### *Bribery and corruption*

The Company takes a zero-tolerance approach to bribery and corruption and has adopted an antibribery and corruption policy under which the Company is committed to conducting its business in a fair and ethical way without using bribes or corrupt practices to obtain unfair advantages in its business dealings and to implementing and enforcing effective systems to counter bribery and corruption.

#### *Standard Listing*

A Standard Listing offers less protection to Shareholders than would otherwise be the case with a Premium Listing on the Official List. Further details on the consequences of a Standard Listing are set out in the section entitled "Consequences of a Standard Listing" in the Prospectus.

### **11. Change of name**

Subject to Shareholders' approval of Resolution 6 as a special resolution, the name of the Company will be changed to Supply@ME Capital plc to better reflect the operations of the Enlarged Group.

If the special resolution to approve the change of name of the Company is passed at the General Meeting, following the change of name being registered at Companies House the Company's symbol will be changed to SYME and its website address will be changed to [www.supplyme.tech](http://www.supplyme.tech).

### **12. Admission to Standard Listed segment of the Official List and dealings in the Enlarged Share Capital**

Application will be made for the Enlarged Share Capital to be admitted to the Standard listing segment of the Official List and to trading on the Main Market of the London Stock Exchange pursuant to Chapter 14 of the Listing Rules. It is expected that Admission will become effective and dealings in the Ordinary Shares will commence on 23 March 2020. No application has been or will be made for the deferred shares of the Company to be admitted to trading on any stock exchange.

### **13. Orderly market arrangements**

The Sellers have undertaken to the Company that for a period of 24 months following Admission they will only dispose of any interest they hold in Ordinary Shares on an orderly market basis, being through the Company's then broker.

### **14. Dividend policy**

The Directors and Proposed Directors believe that the Enlarged Group should seek principally to generate capital growth for its Shareholders but may recommend dividends at some future date, depending upon the generation of sustainable profits, if and when it becomes commercially prudent to do so, subject to having distributable reserves available for the purpose. There can be no assurance that the Company will declare and pay, or have the ability to declare and pay, any dividends in the future.

### **15. CREST**

CREST is a paperless settlement system enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument in accordance with the CREST Regulations.

The New Ordinary Shares will be eligible for CREST settlement. Accordingly, following Admission, settlement of transactions in the New Ordinary Shares may take place within the CREST system if a Shareholder so wishes. CREST is a voluntary system and Shareholders who wish to receive and retain share certificates are able to do so.

For more information concerning CREST, Shareholders should contact their stockbroker or Euroclear at 33 Cannon Street, London EC4M 5SB or by telephone on +44 (0) 20 7849 0000.

### **16. Bribery Act 2010**

The government of the United Kingdom has issued guidelines setting out appropriate procedures for companies to follow to ensure that they are compliant with the UK Bribery Act 2010 which came into force with effect from 1 July 2011. The Company has implemented an anti-bribery policy as adopted by the Board and also implemented appropriate procedures to ensure that the Directors, Proposed Directors, employees and consultants comply with the terms of the legislation.

### **17. Further information**

In addition to this document, Shareholders should read the whole of the Prospectus, which provides additional information on the Company, Supply@ME and the Transaction, and should not rely on summaries of, or individual parts only of, this document.

### **18. General meeting**

At the end of this document you will find a notice convening a General Meeting, which is to be held at the offices of Marriott Harrison LLP, 11 Staple Inn, London WC1V 7QH on 20 March 2020 at 11.00am. A summary of the action you should take is set out in paragraph 19 of this Part I (*Letter from the Chairman*) and in the Form of Proxy that accompanies this document.

The purpose of the General Meeting is to consider and, if thought fit, pass the Resolutions, in each case as set out in full in the notice of General Meeting. Resolutions 1 to 7 inclusive will be proposed as ordinary resolutions and Resolutions 8 to 10 will be proposed as special resolutions of the Company and each Resolution will be inter-conditional upon the others having been validly passed:

- Resolution 1:** to approve the Acquisition;
- Resolution 2:** to authorise the Directors to allot and issue the Consideration Shares and the Placing Shares and other Ordinary Shares;
- Resolution 3:** (which will be taken on a poll of Independent Shareholders present and by proxy voting at the Meeting) to approve the Code Waiver and any obligation which might otherwise arise under Rule 9 of the City Code for the Concert Party to make a general offer for the Company as a result of the issue of the Consideration Shares to the Concert Party (Shareholders should note that members of the Concert Party will not be able to vote on this Resolution 3);
- Resolution 4:** to appoint Mr. Alessandro Zamboni as a director of the Company;
- Resolution 5:** to appoint Mr. Dominic White as a director of the Company;
- Resolution 6:** to appoint Ms. Susanne Chishti as a director of the Company;

- Resolution 7:** to appoint Mr. Enrico Camerinelli as a director of the Company;
- Resolution 8:** to dis-apply statutory pre-emption provisions to enable the Directors in certain circumstances to allot New Ordinary Shares in connection with the Transaction for cash other than on a pre-emptive basis;
- Resolution 9:** to approve the change of name of the Company; and
- Resolution 10:** to amend the Articles of Association of the Company by removing the Company's authorised share capital limit.

#### **19. Action to be taken**

A Form of Proxy is enclosed for use by Shareholders at the General Meeting. Whether or not Shareholders intend to be present at the General Meeting, they are asked to complete, sign and return the Form of Proxy by post or by hand in accordance with the instructions printed therein so as to be received as soon as possible by the Company's registrars, **Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD** but in any event so as to arrive no later than 48 hours before the General Meeting. The completion and return of a Form of Proxy will not preclude a Shareholder from attending the General Meeting and voting in person should he or she wish to do so.

The Company's shares were admitted to trading on AIM until 7 February 2020 whereupon their admission was cancelled. If the relevant Shareholders do not vote in favour of the Transaction then the Directors will be forced to consider alternative options for the Company. **Unless funding can be arranged, which cannot be assured, the Company would be placed into liquidation.**

#### **20. Recommendation**

**The Board (apart from Mr. John Treacy who is a member of the Concert Party and is therefore not deemed to be independent), which has been so advised by Cairn in respect of the financial terms of the Proposals, consider that the Proposals are fair and reasonable and in the best interests of the Company and its Independent Shareholders as a whole. In providing advice to the Independent Director, Cairn has taken into account the commercial assessment of the Independent Director.**

**Accordingly, the Independent Director recommends that you vote in favour of the Resolutions as he intends to do so in respect of his aggregate beneficial holding of 272,018 Ordinary Shares, representing 0.25 per cent. of the total number of issued shares in the Company.**

Yours faithfully,

**Simon Charles**  
*Chairman of the Board*  
Abal Group plc

## PART II

### FINANCIAL INFORMATION ON THE COMPANY

The following financial information is incorporated into this document by reference pursuant to Rule 24.15 of the Takeover Code and is available free of charge from the Company's website:

<https://www.abalplc.com/investor-relations>

Please refer to the Company's unaudited interim financial statements for the six months ended 30 September 2019, pages 31 to 61 (inclusive) of the Company's Annual Report for the year ended 31 March 2019, pages 31 to 61 (inclusive) of the Company's Annual Report and Financial Statements for the year ended 31 March 2018 and a pages 21 to 51 (inclusive) of the Company's Annual Report and Financial Statements for the year ended 31 March 2017.

Audited consolidated accounts for the three financial years ended 31 March 2019, 31 March 2018 and 31 March 2017 and unaudited interim financial statements for the six months ended 30 September 2019 are available free of charge on the Company's website at <https://www.abalplc.com/investor-relations>. Shareholders or other recipients of this document may request a copy of such information in hard copy form (hard copies will not be provided unless requested). Hard copies may be requested by writing to the Company or Cairn, or by calling +44 (0) 20 7637 5216 or +44 (0) 20 7213 0880 between 8.30 a.m. and 5.30 p.m. Monday to Friday (except UK public holidays).

Save as set out above in this document, neither the contents of the Company's website, nor the contents of any website accessible from hyperlinks on the Company's website, is incorporated into, or forms part of, this document.

## PART III

### ADDITIONAL INFORMATION ON THE COMPANY AND CONCERT PARTY

#### 1. Responsibility

- 1.1 The Directors, whose names and principal functions are set out in this paragraph 2 of this Part III of this document, and the Company, accept responsibility for the information (including any expressions of opinion) contained in this document (except where responsibility is taken by other parties as set out in section 1.2 and 1.3 below). To the best of the knowledge of the Directors and the Company the information contained in this document for which they are responsible is in accordance with the facts and there are no other facts the omission of which is likely to affect the import of such information.
- 1.2 Each of the Proposed Directors whose names appear in paragraph 2 of this Part III of this document, accepts responsibility for the information (including any expressions of opinion) contained in this document relating to himself or herself. To the best of the knowledge and belief of each of the Proposed Directors the information contained in this document for which they are responsible is in accordance with the facts and there are no other facts the omission of which is likely to affect the import of such information.
- 1.3 Each of the members of the Concert Party whose names appear in paragraph 3 of this Part III of this document, accepts responsibility for the information (including any expressions of opinion) contained in this document relating to himself or itself. To the best of the knowledge and belief of each member of the Concert Party the information contained in this document for which they are responsible is in accordance with the facts and there are no other facts the omission of which is likely to affect the import of such information.

#### 2. Directors

The Directors at the date of this document are:

Simon Charles	<i>Non-executive Chairman</i>
John Treacy	<i>Non-executive Director</i>

The business address of the Directors is the Company's registered office address.

The Proposed Directors, following Admission, are:

Dominic White	<i>Non-executive Chairman</i>
Alessandro Zamboni	<i>Chief Executive Officer</i>
Susanne Chishti	<i>Independent Non-executive Director</i>
Enrico Camerinelli	<i>Non-executive Director</i>

At the date of this document, Alessandro Zamboni is the sole director of Supply@ME.

#### 3. Information on the Concert Party

The table below sets out those entities and individuals (together the "**Concert Party**") who are presumed to be acting in concert for the purposes of the Takeover Code. These parties are presumed to be acting in concert for the following reasons:

- shareholders of Supply@ME will, on completion of the Transaction, receive the Consideration Shares under the terms of the Acquisition Agreement.

- generally, shareholders in a private company who sell their shares in that company in consideration for the issue of new shares in a company to which the Code applies (in this case the Company) are presumed to be acting in concert for the purposes of the Takeover Code;
- a company, its parent, subsidiaries and fellow subsidiaries, and their associated companies, and companies of which such companies are associated companies, all with each other (for this purpose ownership or control of 20% or more of the equity share capital of a company is regarded as the test of associated company status); and
- a company with its directors (together with their close relatives and the related trusts of any of them).

The Concert Party is therefore comprised of the following members:

Concert Party members that will hold shares in the Company following the Transaction (% of the Ordinary Shares currently held and % Enlarged Share Capital on Admission)	
<p>The AvantGarde Group Current shareholding: n/a Post Transaction shareholding: 72.95%</p>	<p>The AvantGarde Group currently holds 92.2% of the shares in Supply@ME. Dominic White, Monica Formenti and Alessandro Zamboni are the directors.</p> <p>The AvantGarde Group's shares are held by iWEP (42%), Orchestra Group (33.34%), Finance Partners (17.66%), Maurizio Belli (5%) and Emanuele Facile (2%).</p>
<p>Eight Capital Current shareholding: 22.02% Post Transaction shareholding: 0.07%</p>	<p>Eight Capital is a current shareholder in the Company, holds a 40% interest in Finance Partners and additionally has Dominic White on its Board.</p>
<p>Antonio De Francis Current shareholding: n/a Post Transaction shareholding: 0.14%</p>	<p>Antonio De Francis co-founded Dataroom S.r.l. ("<b>Dataroom</b>") with Simone Concetti (which they jointly own) and has spent over thirty years in IT business, focusing on enterprise software. Antonio has a business contract with Supply@ME whereby he receives a one-off commission of 0.5% of any inventory successfully funded through his introduction.</p>
<p>Simone Concetti Current shareholding: n/a Post Transaction shareholding: 1.40%</p>	<p>Simone co-founded Dataroom with Antonio De Francis and is also currently Managing Director of Fondaco-CarVal, an Italian Bank. Simone also has a business contract with Supply@ME whereby he receives a one-off commission of 0.5% of any inventory successfully funded through his introduction.</p>
Concert Party members that will not hold shares in the Company following the Transaction (nor currently hold Ordinary Shares in the Company)	
<p>iWEP, iWolf and White Amba</p>	<p>iWEP controls more than 20% of the share capital of The AvantGarde Group and is wholly owned by iWolf and White Amba</p>



	<p>Dominic White is the sole director of iWep, iWolf and White Amba.</p> <p>iWEP is a wholly owned subsidiary of iWolf which is a wholly owned subsidiary of White Amba. White Amba is beneficially owned by Dominic White (80%) and his wife, Susan White (20%).</p>
Orchestra Group, AZ Company and AvantGarde 4.0	<p>Orchestra Group controls more than 20% of the share capital of The AvantGarde Group and is controlled by AZ Company and AvantGarde 4.0.</p> <p>means Orchestra Group S.r.l. (company number 08743890967), a shareholder in The AvantGarde Group, of which Alessandro Zamboni is the sole director. The registered office of Orchestra Group is Via Festa del Perdono, 10 – 20122, Milan, Italy. Orchestra Group is controlled by AvantGarde 4.0 (36.4%) and AZ Company (63.6%);</p>
Finance Partners, Maurizio Belli and Emanuele Facile	<p>Whilst only holding a 17.66% shareholding in The AvantGarde Group, Finance Partners is owned by Eight Capital (28.57%), iWEP (28.57%) and its two directors, Emanuele Facile (30.00%) and Maurizio Belli (12.86%), both of whom also retain direct stakes of 2.00% and 5.00% respectively in The AvantGarde Group</p>

Save as disclosed otherwise, the address of the members of the Concert Party is Supply@ME's registered office, being Piazza Santo Stefano, 6 – 20122, Milan, Italy.

Save as set out above, there are no relationships (personal, financial and commercial), arrangements or understandings between: (a) the members of the Concert Party and the Independent Director (or their close relatives or related trusts); (b) as far as the Independent Director is aware, the Concert Party and the Shareholders (or any person who is, or is presumed to be, acting in concert with any such Shareholder); or (c) the Concert Party and Cairn (or any person who is, or is presumed to be, acting in concert with Cairn).

### ***The Concert Party***

Under the Takeover Code, a concert party arises, *inter alia*, when persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate, to obtain or consolidate control of that company. Under the Takeover Code, control means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights of a company, irrespective of whether such interest or interests give de facto control. In this context, voting rights means all the voting rights attributable to the capital of the company which are currently exercisable at a general meeting. The Takeover Code also states that, directors of a company will be presumed to be acting in concert with the company of which they are a director.

The Concert Party comprises certain Supply@Me shareholders and other connected parties. As at the date of this document, members of the Concert Party hold 22,256,725 Existing Ordinary Shares representing 22.02 per cent. of the Existing Share Capital.

The members of the Concert Party will not be restricted from making an offer for the Company in the event that the Waiver Resolution is passed. Further details of the members of the Concert Party are set out below.

The Whitewash Resolution is to seek approval from Independent Shareholders for the issue of the Consideration Shares to the Concert Party which will, in aggregate, result in the Concert Party being

issued with 24,399,780,990 Ordinary Shares in the Company representing 74.49 per cent. of the Enlarged Share Capital.

The maximum controlling position of the Concert Party, as set out below, is 24,429,310,443 Ordinary Shares representing 74.56 per cent. of the Enlarged Share Capital. This is based on the following assumptions:

- completion of the Acquisition (resulting in the issue of the Consideration Shares);
- completion of the Placing (resulting in the issue of the Placing Shares);
- 22,256,725 Ordinary Shares are currently held by Eight Capital (that are not subject to the Whitewash Resolution);
- exercise of the Warrant held by Eight Capital resulting in the issue of 7,272,728 new Ordinary Shares (the Warrant has been issued but as at the date of this document has not been exercised) ; and
- there being no other issue of Ordinary Shares.

	Total Number of Ordinary Shares currently held	Number of Consideration Shares	Percentage of Enlarged Share Capital on Admission	Number of Warrants over Ordinary Shares on Admission	Maximum Holding as a percentage of Enlarged Share Capital
Eight Capital Partners plc	22,256,725	-	0.07%	7,272,728	0.09%
The AvantGarde Group	-	23,895,553,949	72.95%	-	72.94%
Antonio De Francis	-	45,251,145	0.14%	-	0.14%
Simone Concetti	-	458,975,896	1.40%	-	1.40%
<b>Total</b>	<b>22,256,725</b>	<b>24,399,780,990</b>	<b>74.49%</b>	<b>7,272,728</b>	<b>74.56%</b>

### ***Intentions of the Concert Party***

Each Concert Party member has confirmed that there is no agreement, arrangement or understanding for the transfer of their Ordinary Shares to any third party.

Save as set out below, the Concert Party has no intention of making any changes in relation to:

- the future business and strategic plans of the Company and its subsidiaries will constitute the Supply@ME's business and strategy (as set out in the Prospectus);
- the continued employment of the Company's employees and management, including any material change in the conditions of employment, pension rights or in the balance of the skills and functions of the employees and management, save that each of the Directors will leave the Board immediately upon Admission. In reaching agreement to stand-down from the Board, the Concert Party has not prejudiced the existing employment rights, including pension rights, of any of the Directors. The Company has no non-Board employees;
- the registered office of the Company will remain unchanged, however the locations of the Company's place of business will become those of Supply@ME as set out in the Prospectus;
- the Company has no fixed assets and following the Transaction the fixed assets of the Company will constitute those of Supply@ME as set out in the Prospectus; and
- the Company has no R&D expenditure nor any R&D function and following the Transaction the R&D function and expenditure of the Company will constitute those of Supply@ME as set out in the Prospectus.

No changes will be introduced to any members of the Concert Party's business as a result of completion of the Transaction (including intentions for the Concert Party's employees and management, including material changes in conditions or balance of skills and functions) and there will be no repercussions on the location of any member of the Concert Party's place of business, headquarters or headquarters functions.

For the avoidance of doubt, if the Whitewash Resolution is passed at the General Meeting, the Concert Party will not be restricted from making an offer for the Company.

#### **4. Disclosures of interests and dealings**

##### **4.1 Definitions and interpretations**

For the purposes of this paragraph 4:

**“acting in concert”**

has the meaning attributed to it in the Takeover Code; persons acting in concert comprise persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain or consolidate control (as defined below) of a company or to frustrate the successful outcome of an offer for a company. A person and each of its affiliated persons will be deemed to be acting in concert all with each other. Without prejudice to the general application of this definition, the following persons will be presumed to be persons acting in concert with other persons in the same category unless the contrary is established:

- (1) a company, its parent, subsidiaries and fellow subsidiaries, and their associated companies, and companies of which such companies are associated companies, all with each other (for this purpose ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status);
- (2) a company with its directors (together with their close relatives and the related trusts of any of them);
- (3) a company with any of its pension schemes and the pension schemes of any company described in (1) above;
- (4) a fund manager (including an exempt fund manager) with any investment company, unit trust or other person whose investments such fund manager manages on a discretionary basis, in respect of the relevant investment accounts;
- (5) a person, the person’s close relatives, and the related trusts of any of them, all with each other;
- (6) the close relatives of a founder of a company to which the Takeover Code applies, their close relatives, and the related trusts of any of them, all with each other;
- (7) a connected adviser with its client and, if its client is acting in concert with an offeror or the offeree company, with that offeror or offeree company respectively, in each case in respect of the interests in shares of that adviser and persons controlling, controlled by or under the same control as that adviser (except in the capacity of an exempt fund manager or an exempt principal trader);

- (8) directors of a company which is subject to an offer or where the directors have reason to believe a bona fide offer for their company may be imminent; and
- (9) shareholders in a private company who sell their shares in that company in consideration for the issue of new shares in a company to which the Takeover Code applies, or who, following the re-registration of that company as a public company in connection with an initial public offering or otherwise, become shareholders in a company to which the Takeover Code applies;

<b>“arrangement”</b>	includes any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing;
<b>“connected adviser”</b>	has the meaning attributed to it in the Takeover Code;
<b>“connected person”</b>	has the meaning attributed to it in sections 252 to 255 of the Act;
<b>“control”</b>	means an interest, or interests, in relevant securities carrying in aggregate 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest or interests give <i>de facto</i> control;
<b>“dealing” or “dealt”</b>	includes the following: <ul style="list-style-type: none"> <li>(a) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities, or of general control of relevant securities;</li> <li>(b) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;</li> <li>(c) subscribing or agreeing to subscribe for relevant securities;</li> <li>(d) the exercise or conversion, whether in respect of new or existing relevant securities, of any relevant securities carrying conversion or subscription rights;</li> <li>(e) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;</li> <li>(f) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities;</li> </ul>

- (g) the redemption or purchase of, or taking or exercising an option over, any of its own relevant securities by the Company or the Investor; and
- (h) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position;

<b>“derivative”</b>	includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of a underlying security;
<b>“disclosure date”</b>	means 3 March 2020, being the latest practicable date prior to the publication of this Document;
<b>“disclosure period”</b>	means the period commencing on 4 March 2019, being the date 12 months prior to the publication of this Document and ending on the disclosure date;
<b>“exempt principal trader” or “exempt fund manager”</b>	has the meaning attributed to it in the Takeover Code;
<b>“interest”</b>	<p>a person who has long economic exposure, whether absolute or conditional, to changes in the price of relevant securities will be treated as interested in those relevant securities. A person who only has a short position in relevant securities will not be treated as interested in those relevant securities. In particular, a person will be treated as being interested in relevant securities if:</p> <ul style="list-style-type: none"> <li>(a) he owns;</li> <li>(b) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;</li> <li>(c) by virtue of any agreement to purchase, option or derivative he has the right or option to acquire them or call for their delivery or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise;</li> <li>(d) is party to any derivative whose value is determined by reference to its price and which results, or may result, in his having a long position in it; or</li> <li>(e) has received an irrevocable commitment in respect of the relevant securities;</li> </ul>
<b>“relevant securities”</b>	means Ordinary Shares and securities convertible into or rights to subscribe for Ordinary Shares; and

**“short position”**

means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

#### 4.2 **Interests and dealings in relevant securities of the Company**

As at the date of this document, insofar as the Company has been notified: (i) the following persons are interested, directly or indirectly, in 3 per cent. or more (or 5 per cent. or more in the case of investment managers) of the Company’s issued share capital; (ii) immediately following Completion of the transaction and allotment of the Placing Shares and the Consideration Shares, the following persons will be interested, directly or indirectly, in 3 per cent. or more (or 5 per cent. or more in the case of investment managers) of the Company’s issued share capital based on prior notifications (assuming the issue of 32,653,850,314 New Ordinary Shares).

	As at the date of this document		On Admission	
	Number of ordinary shares	Percentage of Existing Share Capital	Number of ordinary shares	Percentage of Enlarged Share Capital
Eight Capital Partners plc*	22,256,725	22.02%	22,256,725	0.07%
Octopus Investment Nominees	6,336,767	6.30%	6,336,767	0.02%
Canaccord Genuity Group Inc.	4,239,691	4.19%	4,239,691	0.01%
Angus Forrest	3,000,000	3.00%	3,000,000	0.01%
The AvantGarde Group	-	-	23,895,553,949	72.95%
Parrot Capital (GlobalCapital p.l.c.)	-	-	1,630,000,000	4.98%
Equita Sim S.p.A.	-	-	1,630,000,000	4.98%
Ceresio Sim S.p.A.	-	-	1,630,000,000	4.98%

\* Eight Capital additionally holds warrants over 7,272,728 Ordinary Shares.

- 4.3 Except for the holdings stated above, the Directors are not aware of any persons, other than the Concert Party (as described in paragraph 3 of this Part III) who, directly or indirectly, jointly or severally, exercise or could exercise control over the Company.
- 4.4 Any person who is directly or indirectly interested in 3 per cent. or more (or 5 per cent. or more in the case of investment managers) of the Company’s issued share capital, is required to notify such interest to the Company in accordance with the provisions of Chapter 5 of the DTR, any such interest will be notified by the Company to the public.
- 4.5 Those interested, directly or indirect in 3 per cent. or more (or 5 per cent. or more in the case of investment managers) of the issued share capital of the Company do not now, and, following Admission, will not, have different voting rights from other holders of Ordinary Shares.

As at the close of business on the disclosure date, the interests of the Directors and the Proposed Directors and their immediate families, related trusts, and the interests of persons connected with them, in relevant securities of the Company and the relevant securities of the Company in respect of which they have a right to subscribe (and showing the effect on those interests as if the Acquisition were completed on the assumption that: (i) no other changes to the issued share capital of the Company occur during the period; and (ii) all of the Consideration Shares and Placing Shares are issued) were as follows:

	As at the date of this document			On Admission		
	Number of ordinary shares	Percentage of Existing Share Capital	Number of Options/Warrants over new Ordinary Shares	Number of ordinary shares	Percentage of Enlarged Share Capital	Number of Options/Warrants over new Ordinary Shares
Simon Charles	272,018	0.25%	-	272,018	0.00%	-
John Treacy	-	-	-	-	-	-
Dominic White*	-	-	-	-	-	-
Alessandro Zamboni	-	-	-	-	-	-
Susanne Chishti	-	-	-	-	-	-
Enrico Camerinelli	-	-	-	-	-	-

\* Dominic White and his wife Susan White are the legal and beneficial owners of White Amba, which in turn wholly owns iWolf and its subsidiary iWEP. iWEP owns shares in The AvanteGarde Group, one of the Sellers. Dominic White, White Amba, iWolf and iWep are all members of the Concert Party, further details of which are included below.

As at the close of business on the disclosure date, the interests of the members of the Concert Party and their immediate families, related trusts, and the interests of persons connected with them, in relevant securities of the Company and the relevant securities of the Company in respect of which they have a right to subscribe (and showing the effect on those interests as if the Acquisition were completed on the assumption that (i) no other changes to the issued share capital of the Company occur during the period; and (ii) all of the Consideration Shares and Placing Shares are issued) were as follows:

	As at the date of this document			On Admission		
	Number of ordinary shares	Percentage of Existing Share Capital	Number of Options/Warrants over new Ordinary Shares	Number of ordinary shares	Percentage of Enlarged Share Capital	Number of Options/Warrants over new Ordinary Shares
Eight Capital Partners plc	22,256,725	22.02%	7,272,728	22,256,725	0.07%	7,272,728
The AvantGarde Group	-	-	-	23,895,553,949	72.95%	-
Antonio De Francis	-	-	-	45,251,145	0.14%	-
Simone Concetti	-	-	-	458,975,896	1.40%	-

There were no dealings in relevant securities of the Company during the disclosure period by the Concert Party and their immediate families, related trusts, and the interests of persons connected with them, in relevant securities of the Company.

Save as disclosed in this document:

- (a) as at the close of business on the disclosure date, no member of the Concert Party nor any person acting in concert with any member of the Concert Party (including directors) had any interest in, or right to subscribe for, or any short position, including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery in relation to, any relevant securities of the Company, nor had any of them dealt in any relevant securities of the Company during the disclosure period;
- (b) as at the close of business on the disclosure date, there are no relevant securities of the Company in respect of which any member of the Concert Party nor any person acting in concert with any member

of the Concert Party (including directors) has borrowed or lent (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code), save for any borrowed shares which have been either on-lent or sold;

- (c) the Company has not redeemed or purchased any relevant securities of the Company during the disclosure period;
- (d) as at the close of business on the disclosure date, none of the Directors or the Proposed Director (including any members of their respective immediate families, related trusts or connected persons) nor any person acting in concert with the Company had any interest in, or right to subscribe for, or any short position, including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery in relation to, any relevant securities of the Company, nor had any of them dealt in any relevant securities of the Company during the disclosure period;
- (e) as at the close of business on the disclosure date, there are no relevant securities of the Company in respect of which any of the Directors or the Proposed Director nor any person acting in concert with the Company has borrowed or lent (including for these purposes any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code), save for any borrowed shares which have been either on-lent or sold; and
- (f) as at the close of business on the disclosure date, the Company nor any person acting in concert with the Company (including directors) had any interest in, or right to subscribe for, or any short position, including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery in relation to, any relevant securities of any member of the Concert Party, nor had any of them dealt in any relevant securities of any member of the Concert Party during the disclosure period.

#### 4.6 **Option agreements between certain Concert Party members**

On 7 February 2020, members of the Concert Party, as detailed below, entered into a number of put and call option agreements. These agreements contain no vesting conditions and only relate to the relevant party's shareholdings in The AvantGarde Group. The AvantGarde Group, on completion of the Transaction will hold 23,895,553,949 Ordinary Shares (72.95% of the Enlarged Share Capital).

Description of option over TAG Shares	Number (%) of TAG Shares	Grantor	Grantee	Duration of option	Exercise price
Call option	63,010 (42.0%)	iWEP	Alessandro Zamboni**	12 months	Market value*
Call option	26,490 (17.7%)	Finance Partners	Alessandro Zamboni**	Until five business days after completion of the Transaction	€419.03 per TAG Share
Call option	3,000 (2.0%)	Maurizio Belli	Alessandro Zamboni**	Until five business days after completion of the Transaction	€287.67 per TAG Share
Call option	7,500 (5.0%)	Emanuele Facile	Alessandro Zamboni**	Earlier of six months from grant, or five business days after completion of the Transaction	€466.67 per TAG Share
Put option	63,010 (42.0%)	Alessandro Zamboni**	iWEP	12 months from 31 August 2020	12.5% discount to market value*



Put option	26,490 (17.7%)	Alessandro Zamboni**	Finance Partners	6 months from 8 August 2020	€366.65 per TAG share
Put option	3,000 (2.0%)	Alessandro Zamboni**	Maurizio Belli	6 months from 8 August 2020	€287.67 per TAG Share
Put option	7,500 (5.0%)	Alessandro Zamboni**	Emanuele Facile	6 months from 8 August 2020	€408.33 per TAG Share

\*as provided by an independent valuation expert to be jointly appointed by the grantor and grantee

\*\*the Grantee being Alessandro Zamboni or an entity appointed by Alessandro Zamboni

#### 4.7 **General**

Save as disclosed in this document:

- (a) no agreement, arrangement or understanding (including any compensation arrangement) exists in relation to a transfer or otherwise between any member of the Concert Party or any person acting in concert with a member of the Concert Party and any of the Directors, Proposed Directors, recent directors, Shareholders or recent Shareholders in the Company, or any person interested or recently interested in shares in the Company, having any connection with or dependence upon the Proposals; and
- (b) there is no agreement, arrangement or understanding whereby the beneficial ownership of the New Ordinary Shares to be issued to the Concert Party pursuant to the Proposals will be transferred to any other person.

#### 5. **Directors' service agreements, letter of appointments, remuneration and other matters**

Mr Charles has an agreement with the Company under which he is entitled to receive a payment of £25,000 per year for non-executive director and strategic advisory services to the Company, such agreement being terminable on not less than three months' notice by either party save in certain serious circumstances. Mr Charles will be stepping down from the Board at Admission.

Mr Treacy has an agreement with the Company under which he is entitled to receive a payment of £25,000 per year for 25 days of non-executive director services to the Company, and an equivalent *per diem* rate for services outside this, such agreements being terminable on not less than three months' notice by either party save in certain serious circumstances. Mr Treacy will be stepping down from the Board at Admission.

Save for the contracts of employment or letters of appointment for the Proposed Directors detailed below, no contracts for employment or letters of appointment have been entered into or amended in the last six months.

Set out below are summary details of the engagement terms of each of the Proposed Directors:

**Dominic White** (Non-Executive Chairman) has entered into a letter of appointment with the Company conditional on Admission. The annual fee payable to Mr White will be £100,000. There is also an entitlement to health insurance, life insurance and income protection policies and a pension contribution. The number of days Mr White will be required to spend on Company business is 24 days per annum. The notice period for either the Company or Mr White to terminate the appointment is three months.

**Alessandro Zamboni** (Chief Executive Officer) has entered into a service agreement with the Company conditional on Admission. Mr Zamboni is entitled to receive an annual salary of £185,000 per annum. There is also an entitlement to health insurance, life insurance and income protection policies and a pension contribution. Mr Zamboni's employment is terminable by 12 months' notice given by either party. His service agreement includes standard summary termination provisions and post termination restrictive covenants which apply for a period of 12 months following the termination of his employment.

**Susanne Chishti** (Independent Non-executive Director) has entered into a letter of appointment with the

Company conditional on Admission. The annual fee payable to Ms Chishti will be £40,000. The number of days Ms Chishti will be required to spend on Company business is 12 days per annum. The notice period for either the Company or Ms Chishti to terminate the appointment is three months.

**Enrico Camerinelli** (Independent Non-executive Director) has entered into a letter of appointment with the Company conditional on Admission. The annual fee payable to Mr Camerinelli will be £30,000. The number of days Mr Camerinelli will be required to spend on Company business is 24 days per annum. The notice period for either the Company or Mr Camerinelli to terminate the appointment is three months.

## 6. Material contracts

Supply@ME has not entered into any material contracts (not being contracts entered into in the ordinary course of business) during the period commencing on the date two years prior to the publication of this document which: (i) are, or may be, material to Supply@ME; or (ii) contain obligations or entitlements which are, or may be, material to Supply@ME as at the date of this document.

The following are all of the contracts (not being contracts entered into in the ordinary course of business) that have been entered into by the Company during the period of two years ending on the date of this document which: (i) are, or may be, material to the Company; or (ii) contain obligations or entitlements which are, or may be, material to the Company as at the date of this document.

### 6.1 Disposal Agreement

On 9 January 2019, the Company entered into an asset purchase agreement with Planbox Limited, a company incorporated and registered in England and Wales with company number 11725320 whose registered office is at 22 Great James Street, London WC1N 3ES, acting as buyer, and Planbox Inc., a company incorporated and registered in Quebec, Canada with company number 1148744114 whose registered office at 750-3090 Le Carrefour Laval, Montreal, Quebec H7T2J7, acting as buyer's guarantor (the "Disposal Agreement") in order to sell its business and certain assets, including its name, associated domain names and trademarks and its trading assets, (being the whole business of the Company).

The Company undertook to transfer its business of developing and providing marketing innovation software which included the following assets: goodwill, movable assets, benefit of business contracts, business information, records, business intellectual property rights, third party rights, account receivables and prepayments, cash, subsidiary assets, any other assets, property or rights of the Company relating to its business.

The consideration for the sale was US dollars 1,700,000, payable on completion of the sale, and an amount of up to a further US dollars 800,000 upon satisfaction of certain conditions.

### 6.2 Acquisition Agreement

On 27 September 2019, the Company entered into a conditional share purchase agreement for the acquisition of 100 per cent. of the issued corporate capital of Supply@ME (the "Acquisition Agreement").

The Acquisition Agreement is conditional, *inter alia*, on the passing of the Resolutions and the Placing Agreement not having been terminated and Admission. If the conditions are not satisfied by 31 March 2020 or such later date not being later than 31 March 2020, then the Acquisition Agreement will terminate automatically.

The consideration for the Acquisition will be £224,478,000, to be satisfied by the issue of 32,322,246,220 Consideration Shares, representing approximately 99.69 per cent. of the Enlarged Share Capital immediately following Admission.

The Acquisition Agreement obliges the Sellers to procure that Supply@ME does not take certain actions between the date of the Acquisition Agreement and its completion without the prior written consent of the Company. These include prohibition of Supply@ME carrying on business other than in the ordinary course, incurring material expenditure or taking steps likely adversely to affect Supply@ME or the value of its quotas.

The Acquisition Agreement includes customary warranties relating to Supply@ME and the quota to be purchased by the Company given by the Sellers. The Sellers have also entered into a customary tax covenant in favour of the Company.

Claims under the Acquisition Agreement are subject to certain financial, time and other limitations. The threshold to be exceeded in respect of the aggregate amount of all warranty claims is £15,000 and an amount equal to 3.5 per cent. of the purchase price, in which case the Sellers and/or the Company (as the case may be) shall be liable for the whole amount claimed and not only the excess.

The limitation period in respect of warranty and indemnity claims under the Acquisition Agreement expires two years following completion of the Acquisition in the case of the general warranties and ten years following completion of the Acquisition in the case of a claim under the tax warranties and/or tax covenant given by the Sellers. The overall cap and aggregate liability of the Sellers in respect of claims under the Acquisition Agreement will not exceed 35 per cent. of the purchase price and the overall cap and aggregate liability of the Company in respect of claims under the Acquisition Agreement will also not exceed 35 per cent. of the purchase price.

At the election of the Company, any claims under the Acquisition Agreement may be satisfied either in cash or (subject to the provisions of the Companies Act) by the sale back to the Company of the appropriate number of the relevant Seller's Consideration Shares at the price per share at which they are deemed to be issued for the purpose of the Acquisition (*i.e.* the Issue Price) (such price being set

off in full against the claim liability) or by redesignating such number of Consideration Shares into new deferred shares in the share capital of the same Company as is equal to the liability owed to the Company. The maximum aggregate liability of the Sellers under the Acquisition Agreement can therefore potentially be fully satisfied by the sale back or by the redesignation of all such Seller's Ordinary Shares.

The Acquisition Agreement is governed by the laws of England and Wales. Any dispute which may arise out of, or in connection with, or in relation to, as the case may be, the Acquisition Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

### 6.3 **Placing Agreement**

On 3 March 2020, the Company and Epsilon Capital entered into the Placing Agreement pursuant to which, subject to certain conditions, Epsilon Capital has agreed to use its reasonable endeavours to procure subscribers for the Ordinary Shares to be issued pursuant to the Placing. The Placing Agreement is conditional upon certain events, including, amongst other matters, the Acquisition Agreement having become unconditional in all respects (save for Admission) and Admission occurring no later than 31 March 2020.

In consideration for its services under the Placing Agreement, Epsilon Capital will receive from the Company a commission on funds raised under the Placing by Epsilon Capital and/or its sub-agents. In addition, the Company shall pay all other reasonable costs, charges and expenses of Epsilon Capital.

In the Placing Agreement, the Company have given customary warranties and undertakings to Epsilon Capital and the Company has agreed to provide customary indemnities to Epsilon Capital.

The agreement is governed by English law.

### 6.4 **Services Agreement**

On 3 March 2020 Supply@ME entered into a services agreement with The AvantGarde Group, pursuant to which The AvantGarde Group agrees to provide Supply@ME with certain business support services including access to information technology provision, office premises and software development and access to certain employees of The AvantGarde Group from time to time in relation to the provision of those services. The agreement is terminable on 3 months' notice by either party (save for earlier

termination in certain circumstances). The services are to be provided to a standard not less than those which applied when Supply@ME was part of The AvantGarde Group during the 12 months preceding the date of the agreement. The agreement is subject to the law of England and Wales.

#### 6.5 ***Stanford Agreement***

On 13 November 2019 the Company entered into an engagement letter with Stanford Capital Partners Limited (“Stanford”), pursuant to which Stanford agreed to act as the Company’s broker in connection with the Placing and to provide broking and advisory services to the Company for a 12 month period following Admission. The letter contains customary covenants and undertakings from the Company in favour of Stanford which provides for the payment of a fee to Stanford following Admission in respect of its services relating to Admission and the Placing, and an ongoing fee for broking and related services.

#### 6.6 ***Peterhouse Agreement***

On 4 June 2018 the Company entered into an engagement letter with Peterhouse Capital Limited (“Peterhouse”) pursuant to which Peterhouse agreed to act as the Company’s joint broker and to provide services ancillary to that appointment. The letter contains customary covenants and undertakings from the Company in favour of Peterhouse and provides for the payment of an annual fee to Peterhouse, payable quarterly.

As part of the agreement summarized above, the Company issued a warrant instrument in favour of Peterhouse on 4 June 2018 to subscribe for up to 950,000 then ordinary shares in the Company at a price per share of 5 pence. These warrants were exercised in full by Peterhouse in August 2018 and the Company has no further obligation to Peterhouse under this warrant instrument.

#### 6.7 ***VM AV Corporate Services Agreement***

On 25 July 2018 the Company entered into a loan agreement with VM AV Corporate Services Limited, an investment vehicle under the control of Vin Murria, to borrow up to £500,000 from that counterparty. The loan agreement contained customary covenants and events of default for an agreement of this nature and the Company has repaid in full the amounts which were due to be paid under that agreement.

#### 6.8 ***Eight Capital Partners Agreements***

On 28 October 2018 the Company granted a warrant to Eight Capital Partners Plc (“Eight Capital”) over 7,272,768 new Ordinary Shares, exercisable for three years at the lower of 1.1p per share, the market price at the time of completion of placing of new Ordinary Shares then undertaken by the Company this transaction or the average previous 5 days market mid-price of an Ordinary Share at the point of execution.

On 28 October 2018 the Company additionally issued £90,000 of unsecured, convertible loan notes (“CLNs”) to Eight Capital. The CLNs are for a term of 3 years and attract an annual coupon of 7.5 per cent. Interest shall be payable quarterly in arrears and will be capable of conversion at any time at the election of the Eight Capital. The CLNs shall be convertible in whole or in part into new Ordinary Shares in the Company at the lower of the 1.1p per share, or 10 per cent. below the average previous 5 days market mid-price at point of conversion. The CLNs were converted in full into 8,311,270 ordinary shares in January 2019.

#### 6.9 ***Cairn Agreement***

On 12 February 2020 and 18 October 2019, the Company entered into engagement letter variation letters with Cairn, pursuant to which Cairn agreed to advise and consult with the Independent Director in connection with the Transaction and provide assistance to the Company in connection with the Transaction, these letters varying the Company’s engagement letter between Cairn and the Company dated 17 September 2019 pursuant to which Cairn was engaged to provide Rule 3 advisory services to the Company. These arrangements contain customary covenants and undertakings from the Company in favour of Cairn and provides for the payment of fees to Cairn upon the variation letter’s signature, the posting of this document and on Admission.

## 7. Middle market quotations

- 7.1 The middle market quotations for the Existing Ordinary Shares of the Company, as derived from the AIM Appendix to the Daily Official List of the London Stock Exchange, on the first business day of each of the six months immediately preceding the date of this document and on 3 March 2020 (being the latest practicable date prior to the publication of this document) were:

Date	Price per Ordinary Share (in pence)
1 October 2019	0.85*
1 November 2019	0.85*
2 December 2019	0.85*
2 January 2020	0.85*
3 February 2020	0.85*
2 March 2020	0.85*
3 March 2020	0.85*

\* *Suspended*

## 8. General

- 8.1 The total costs (including fees and commissions) (exclusive of VAT) payable by the Company in connection with the Acquisition, the Placing and Admission are estimated to amount to approximately £800,000, of which a total of approximately £160,000 is commission. The estimated net proceeds accruing to the Company from the Placing and the Subscription are approximately £1.4 million.
- 8.2 As at the date of this document, the Company has no existing or planned tangible fixed assets and there are no environmental issues that may affect its utilisation of any such tangible fixed assets.
- 8.3 The Directors and the Proposed Directors are not aware of any trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Company's prospects in the current financial year.
- 8.4 There are no arrangements in place under which future dividends are to be waived or agreed to be waived.
- 8.5 There are no current ratings or outlooks publicly accorded to the Company or Supply@ME by rating agencies.
- 8.6 The Placing Price under the Placing is payable in full in cash on acceptance.
- 8.7 As at the date of this document, neither the business nor the profitability of the Company or Supply@ME is dependent on any patents or other intellectual property rights, licences, industrial, commercial or financial contracts or new manufacturing processes.
- 8.8 Where information contained in this document has been sourced from a third party, the Company, the Directors and the Proposed Directors confirm that such information has been accurately reproduced and, so far as they are aware and have been able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.
- 8.9 The accounting reference date of the Company is currently 31 March.
- 8.10 Save for the Acquisition, as at the date of this document the Company has no principal investments in progress and there are no future principal investments on which the Company has made a firm commitment.
- 8.11 Save as set out in this document and so far as the Directors and Proposed Directors are aware, there are

no arrangements relating to the Company, the operation of which may at a subsequent date result in a change of control of the Company.

- 8.12 Save as disclosed in this document there is no agreement, arrangement or understanding (including any compensation arrangement) exists in relation to a transfer or otherwise between any member of the Concert Party or any person acting in concert with a member of the Concert Party and any of the Directors or Proposed Directors, recent directors, Shareholders or recent Shareholders in the Company, or any person interested or recently interested in shares in the Company, having any connection with or dependence upon the Proposals.
- 8.13 Save as disclosed in this document there is no agreement, arrangement or understanding whereby the beneficial ownership of the Consideration Shares to be issued to the Concert Party pursuant to the Proposals will be transferred to any other person.

## **9. Significant Change**

- 9.1 Save in respect of the Acquisition, there has been no significant change in the financial performance or financial position of the Company since 30 September 2019, being the date as at which the financial information contained in Part V(B) ("Historical financial information of the Company") of the Prospectus has been prepared and being the date of the last published interim accounts of the Company.
- 9.2 There has been no significant change in the financial performance or financial position of Supply@ME since 30 September 2019, being the date as at which the financial information contained in Part V(A) ("Historical financial information of Supply@ME") of the Prospectus has been prepared.

## **10. Consent**

- 10.1 Cairn Financial Advisers LLP has given and not withdrawn its written consent to the issue of this document with the inclusion of references to its name in the form and context in which they appear.
- 10.2 Epsilon Capital has given and not withdrawn its written consent to the issue of this document with the inclusion of references to its name in the form and context in which they appear.

## **11. Availability of this document**

- 11.1 Copies of this document may be collected, free of charge during normal business hours, from the registered office of the Company.
- 11.2 In addition, this document will be published in electronic form and be available on the Company's website at [www.abalplc.com](http://www.abalplc.com) subject to certain access restrictions applicable to persons located or resident outside the United Kingdom.
- 11.3 Copies of the following documents will be published in electronic form and be available on the Company's website at [www.abalplc.com](http://www.abalplc.com) subject to certain access restrictions applicable to persons located or resident outside the United Kingdom and made available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered offices of the Company, for the period from the date of this document to Admission:
- (a) the Company's Articles;
  - (b) the Company's memorandum of association;
  - (c) the by-laws of Supply@ME;
  - (d) material contracts referred to in paragraph 6 of this Part III;
  - (e) the historical financial information of the Company incorporated by reference in Part II of this document;

- (f) Supply@ME's audited financial information for the period from incorporation (20 October 2017) to 31 December 2018 and the unaudited financial information for the 9 month periods ended 30 September 2018 and 30 September 2019;
- (g) letters of consent referred to in paragraph 10 of this Part III;
- (h) this document; and
- (i) the Prospectus.

4 March 2020

## ABAL GROUP PLC

(Registered in England and Wales under No. 03936915)

### NOTICE OF GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that a General Meeting of the Company will be held at Marriott Harrison LLP, 11 Staple Inn, London WC1V 7QH on 20 March 2020 at 11.00am (or any adjournment thereof) for the purpose of considering and, if thought fit, passing the following resolutions, the first seven of which will be proposed as ordinary resolutions (with Resolution 3 being taken on a poll) and the remaining three resolutions which will be proposed as special resolutions:

***Unless otherwise expressly stated, all defined terms referred to below shall have the same meanings as given in the document dated 4 March 2020 in which the Notice convening this General Meeting is included.***

#### ORDINARY RESOLUTIONS

1. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, the proposed Acquisition be and is hereby approved on or substantially on the terms and subject to the conditions of the Acquisition Agreement; and it is hereby resolved that the Directors be and they are hereby authorised to do all things that are in the opinion of the Directors (or a duly authorised committee of them) necessary, expedient or appropriate to give effect to and complete the Acquisition with such modifications, amendments, variations or waivers as they (or any such committee) consider to be necessary, expedient or appropriate.

2. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, in accordance with section 551 of the CA 2006, the directors be generally and unconditionally authorised to allot and issue equity securities (as defined by section 560 of the Companies Act) up to an aggregate nominal amount of £784,096.78 as follows:

2.1. £646,444.92 comprising the Consideration Shares to be issued in connection with the Acquisition; and

2.2. £6,632.08 in connection with the Placing;

2.3. in any other case, £131,019.78;

provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date of the next annual general meeting of the Company save that the Company may, before such expiry, make offers or agreements which would or might require relevant securities to be allotted and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.

This resolution revokes and replaces all unexercised authorities previously granted to the directors to allot relevant securities but without prejudice to any allotment of shares or grant of rights already made, offered or agreed to be made pursuant to such authorities.

3. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, the waiver granted by the Panel on Takeovers and Mergers of the obligation in relation to the Concert Party to make a general offer under Rule 9 of the City Code on Takeovers and Mergers, as a result of the issue to the members of the Concert Party of the Consideration Shares, pursuant to the Acquisition Agreement, be and is hereby approved. This resolution will be taken on a poll of Independent Shareholders present and by proxy voting at the Meeting.

4. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, the appointment of Alessandro Zamboni as a director of the Company be approved.



5. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, the appointment of Dominic White as a director of the Company be approved.
6. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, the appointment of Susanne Chishti as a director of the Company be approved.
7. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, the appointment of Enrico Camerinelli as a director of the Company be approved.

#### **SPECIAL RESOLUTIONS**

8. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, the Directors of the Company be and are hereby empowered, pursuant to section 570 of the Companies Act, to allot equity securities (as defined in section 560 of the Act) wholly for cash pursuant to the authority conferred upon them by Resolution 2 above (as varied, renewed or revoked from time to time by the Company at a general meeting) as if section 561(1) of the Companies Act did not apply to any such allotment provided that such power shall be limited to:

8.1. the allotment of the Placing Shares;

8.2. the allotment, other than pursuant to sub-paragraph 8.1, of relevant securities up to an aggregate nominal amount of £131,019.78,

The authority granted by this resolution will expire on the conclusion of the Company's next annual general meeting (unless renewed, varied or revoked by the Company prior to or on such date) save that the Company may, before such expiry make offers or agreements which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.

This resolution revokes and replaces all unexercised powers previously granted to the Directors to allot equity securities as if section 561(1) of the CA 2006 did not apply but without prejudice to any allotment of equity securities already made or agreed to be made pursuant to such authorities.

9. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, the name of the Company be changed to Supply@ME Capital plc.
10. **THAT**, subject to the passing of each of the other resolutions contained in the Company's notice of general meeting dated 4 March 2020, the current wording of article 3 of the Company's articles of association relating to the Company's authorised share capital be deleted and replaced with the words, "No article."

Registered Office:

27/28 Eastcastle Street  
London, W1W 8DH  
United Kingdom

Company number: 03936915

4 March 2020

**BY ORDER OF THE BOARD**

MSP Secretaries Limited  
Company Secretary

*Notes:*

1. Shareholders will only be entitled to attend and vote at the meeting if they are registered as the holders of Ordinary Shares at 6.00 p.m. on 18 March 2020. If the General Meeting is adjourned, the time by which a person must be entered on the register of members of the Company in order to have the right to attend and/or vote at the adjourned meeting is 48 hours prior to the date and time fixed for the adjourned meeting. Changes to entries on the register of members of the Company later than the time and date falling 48 hours prior to the meeting (or any adjournment thereof) will be disregarded in determining the rights of any person to attend and/or vote at the meeting.
2. A shareholder entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend, vote and speak at the meeting provided each proxy is appointed to exercise rights attached to different shares. A proxy need not be a shareholder of the Company.
3. In order to comply with the City Code on Takeovers and Mergers, Resolution 3 will be taken on a poll of Independent Shareholders.
4. Shareholders can:
  - appoint a proxy or proxies and give proxy instructions by returning the enclosed form of proxy by post (see note 5; or
  - if a CREST member, register their proxy appointment by utilising the CREST electronic proxy appointment service (see note 7).
5. A form of proxy is enclosed for use by the shareholders of the Company. To be effective, it must be deposited with the Company's registrars, Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD, so as to be received no later than 48 hours before the time appointed for holding the meeting. Completion of the proxy does not preclude a shareholder from subsequently attending and voting at the meeting if he or she so wishes. In the case of a shareholder which is a company, the form of proxy must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the form of proxy is signed (or a duly certified copy of such power or authority) must be included with the form of proxy.
6. CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the General Meeting and any adjournment(s) of it by using the procedures described in the CREST Manual (available via [www.euroclear.com](http://www.euroclear.com)). CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf.
7. For a proxy appointment or instructions made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear specifications and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the issuer's agent (ID: 7RA11) no later than 11.00 a.m. on 18 March 2020, or, in the event of an adjournment of the General Meeting, 48 hours before the adjourned meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
8. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular message. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member, or has appointed a voting service provider(s), to procure that his/her CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
9. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.
10. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the General Meeting.
11. The notes to the form of proxy explain how to direct your proxy how to vote on each resolution or withhold their vote.

