RNS Number : 4014L
CVC Income & Growth Limited
08 July 2026

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8 July 2026

CVC Income & Growth Limited

Proposed Placing and Retail Offer

The Board of CVC Income & Growth Limited (the "**Company**") is pleased to announce a placing (the "**Placing**") and retail offer of both Euro and Sterling denominated redeemable ordinary shares of no-par value in the capital of the Company ("**Shares**") (the "**Fundraising**"). The retail offer will be undertaken via the Winterflood Retail Access Platform ("**WRAP**") (the "**WRAP Retail Offer**").

The Fundraising

In light of the Company's strong long term performance, there has been sustained demand in the market for the Sterling Shares from a wide range of investors, including an increasing number of retail investors, with the Company having resold from treasury 43 million Sterling Shares over the last 12 months[1] (including Shares issued in connection with the fundraising in October 2025). The Sterling Shares have traded at an average premium of 0.30% over the last 12 months[1].

The Company has seen continued interest in the Company's shares, as evidenced by the ongoing premium rating, and, in light of this and the sustained demand in the market, the Board has decided to undertake a Placing by way of a resale of Shares held in treasury to provide new and existing investors with the opportunity to purchase Shares. Marex Financial ("**Marex**"), acting through its division Winterflood, is acting as placing agent to the Company in relation to the Placing. The Placing is not being underwritten.

Any Shares resold pursuant to the Placing and WRAP Retail Offer will be resold at a price equal to a 0.65% premium to the last published cum-income NAV per Share prior to the closing of the Placing (the "**Issue Price**"). The Issue Price is expected to be announced on 17 July 2026. The Shares will not be subject to stamp duty.

In order to allow qualifying retail investors to participate in the Fundraising, the Company is undertaking the WRAP Retail Offer, which is being made under an exception from the prohibition on offers to the public pursuant to Schedule 1 (Part 1) of The Public Offers and Admission to Trading Regulations 2024 and under an exemption from the requirement to publish a prospectus under the FCA Handbook PRM Admission to Trading on a Regulated Market sourcebook. The WRAP Retail Offer is expected to run alongside the Placing. A separate announcement will be released shortly detailing the WRAP Retail Offer.

The net proceeds of the Fundraising will be invested in accordance with the Company's investment policy. The Fundraising may be subject to scaling back at the sole discretion of the Board, in consultation with Marex.

The Shares will, when sold from treasury, be credited as fully paid, and have the right to receive all dividends and other distributions declared, if any, by reference to a record date after the date of their sale and in all other respects will rank pari passu with the existing Shares.

Further information on the Company can be found at the Company's website: https://ig.cvc.com/overview/.

Timetable

The expected timetable for the Fundraising is as follows:

	2026
Fundraising opens	07:00 on 8 July
Issue Price announced	17 July
Fundraising closes	14:00 on 21 July
Results of Fundraising announced	22 July
Admission of new Shares	8.00 a.m. on 24 July

Availability of the Placing

Participation in the Placing will only be available to persons in the United Kingdom who are qualified investors as defined in article 2(e) of Regulation (EU) 2017/1129 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended) (the "**UK Prospectus Regulation**") ("**UK Qualified Investors**"). UK Qualified Investors should communicate their firm interest to their usual sales contact at Marex.

The Placing will be made through Marex, subject to the terms and conditions (the "**Terms and Conditions**") set out below in Appendix 1 to this announcement. The decision to allot the Shares to any UK Qualified Investor pursuant to the Placing shall be at the absolute discretion of Marex (in consultation with the Company).

By making an offer to subscribe for Shares under the Placing, UK Qualified Investors will be deemed to have accepted the Terms and Conditions. A UK Qualified Investor that has made an offer to subscribe for Shares under the Placing accepts that following the closing of the Fundraising such offer shall be irrevocable. Upon being notified of its allocation of Shares in the Placing, a UK Qualified Investor shall be contractually committed to acquire the number of Shares allocated to it at the Issue Price.

Marex, in agreement with the Company, may choose to accept applications, either in whole or in part, on the basis of allocations determined, and may scale down any applications for this purpose, on such basis as the Company and Marex may determine. Marex may also, notwithstanding the above, subject to the prior consent of the Company: (i) allocate Shares after the time of any initial allocation to any UK Qualified Investor submitting an application after that time; and (ii) allocate Shares after the Fundraising has closed to any UK Qualified Investor submitting an application after that time.

For Further Information:

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[1] *12 month period to 30 June 2026.*

The Company's LEI is: 213800Z42Y242ClWJ785

IMPORTANT NOTICE

The content of this announcement has been prepared by, and is the sole responsibility of CVC Income & Growth Limited.

The information contained in this announcement is given at the date of its publication and is subject to updating, revision and amendment from time to time. Neither the content of the Company's website nor any website accessible by hyperlinks to the Company's website is incorporated in, or forms part of, this announcement.

Members of the public are not eligible to take part in the Placing. Information in this announcement relating to the Placing (including within Appendix 1) and the terms and conditions of the Placing set out in Appendix 1 are for information purposes only and are directed only at persons who are UK Qualified Investors, who are persons: (i) who have professional experience in matters relating to investments falling within article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**"); or (ii) falling within article 49(2)(a) to (d) ("high net worth companies, unincorporated associations, etc") of the Order; or (iii) are persons to whom it may otherwise be lawfully communicated (all such persons together being referred to as "**Relevant Persons**"). Any investment or investment activity to which this announcement relates is available only to and will only be engaged in with the persons referred above.

Investors should make their own investigations into the merits of an investment in the Company. Nothing in this announcement amounts to a recommendation to invest in the Company or amounts to investment, taxation or legal advice. Dividend targets are a target only and not a profit forecast, there can be no assurances that this target will be met. No representation is being made by the inclusion of the data contained herein that the Company will achieve results similar to that which it has achieved in the past or avoid losses. Past performance cannot be relied on as a guide to future performance.

It should be noted that a subscription for Shares and investment in the Company carries a number of risks. Investors should consider the risk factors set out in the Company's latest annual report before making a decision to subscribe for Shares. Investors should take independent advice from a person experienced in advising on investment in securities such as the Shares if they are in any doubt. Investors' capital is at risk.

Any investment or investment activity to which this announcement (including the Appendix) and the terms and conditions set out herein relates is available only to, and will be engaged in only with, Relevant Persons. This announcement (including the Appendix) is for information purposes only and does not itself constitute an offer for sale or subscription of any securities in the Company. If persons are in any doubt as to whether they are a Relevant Person they should consult a professional adviser for advice.

The Shares have not been registered and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or under the securities laws of any state or other jurisdiction of the United States and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States or to, or for the account or benefit of, any US Person (within the meaning of Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States, and under circumstances that would not result in the Company being in violation of the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"). The Company has not been, and will not be, registered under the Investment Company Act and as such investors are not and will not be entitled to the benefits of the Investment Company Act.

The Shares are being offered and sold outside the United States to non-U.S. Persons in offshore transactions in reliance on the exemption from the registration requirements of the Securities Act provided by Regulation S thereunder. There has been and will be no public offering of the Shares in the United States. The Shares have not been approved or disapproved by the United States Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities

passed upon or endorsed the merits of the offering of the Shares pursuant to the Fundraising or the accuracy or adequacy of this announcement. Any representation to the contrary is a criminal offence in the United States.

This announcement (including Appendix 1) does not constitute an offer to sell or issue or a solicitation to buy or subscribe for Shares in any jurisdiction including, without limitation, the United States, Canada, Australia, New Zealand, the Republic of South Africa, Japan or any other jurisdiction in which such offer or solicitation is or may be unlawful (an "**Excluded Territory**"). This announcement (including Appendix 1) is not for publication, release or distribution, directly or indirectly, in whole or in part, to U.S. Persons or to persons in an Excluded Territory.

The distribution of this announcement (including Appendix 1), and/or the issue of Shares in certain jurisdictions may be restricted by law and/or regulation. No action has been taken by the Company, Marex or CVC Credit Partners Investment Management Limited (the "**IV Manager**") or any of their respective affiliates that would permit an offer of Shares pursuant to the Placing in any jurisdiction where action for that purpose is required. Persons receiving this announcement are required to inform themselves about and to observe any such restrictions.

Certain statements made in this announcement (including Appendix 1) are forward-looking statements. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Such statements are based on current expectations and assumptions and are subject to a number of risks and uncertainties that could cause actual events or results to differ materially from any expected future events or results expressed or implied in these forward-looking statements. No assurance can be given that forward-looking statements results will be achieved. The forward-looking statements contained in this announcement speak only as of the date of this announcement and the Company assumes no obligation to, and does not intend to update or revise publicly any of them whether as a result of new information, future events or otherwise, except to the extent required by the FCA, the LSE or by applicable law, the Listing Rules and the Disclosure Guidance and Transparency Rules.

The information contained in this announcement is subject to change without notice and the Company does not take any responsibility or obligation nor does it intend to revise or update publicly or review any of the forward-looking statements in this announcement to reflect events or circumstances after the date of this announcement (except to the extent required by the FCA, the LSE or by applicable law). Prospective investors should not place undue reliance on forward-looking statements, which speak only as of the date of this announcement, as a prediction of actual results or otherwise.

Marex or its affiliates from time to time have provided in the past and may provide in the future investment banking, financial advisory and commercial banking services to the Company and its affiliates in the ordinary course of business for which they have received or may receive customary fees and commissions.

Marex, which is authorised and regulated in the United Kingdom by the FCA, is acting only for the Company in connection with the matters described in this announcement and is not acting for or advising any other person, or treating any other person as its client, in relation thereto and will not be responsible for providing the regulatory protection afforded to clients of Marex or advice to any other person in relation to the matter contained herein.

None of the IV Manager or Marex, or any of their respective affiliates, accepts any responsibility or liability whatsoever for or makes any representation or warranty, express or implied, as to this announcement, including the truth, accuracy or completeness of the information in this announcement (or whether any information has been omitted from the announcement) or for any loss howsoever arising from any use of the announcement or its contents aside from the responsibilities and liabilities, if any, which may be imposed by FSMA, or the regulatory regime established thereunder or any other applicable regulatory regime. The IV Manager and Marex and their respective affiliates accordingly disclaim all and any liability whether arising in tort, contract or otherwise which they might otherwise have in respect of this announcement or its contents or otherwise arising in connection therewith.

Information to Distributors

Solely for the purposes of the product governance requirements contained within the relevant provisions of the UK statutory instruments implementing Directive 2014/65/EU and Commission Delegated Directive (EU) 2017/593, Regulation (EU) No 600/2014 of the European Parliament, as they form part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended (together, the "**UK MiFID Laws**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the UK MiFID Laws) may otherwise have with respect thereto, the Shares have been subject to a product approval process, which has determined that the Shares are: (i) compatible with an end target market of retail investors who do not need a guaranteed income or capital protection and investors who meet the criteria of professional clients and eligible counterparties, each as defined in the UK MiFID Laws; and (ii) eligible for distribution through all distribution channels permitted by the UK MiFID Laws (the "**Target Market Assessment**").

Notwithstanding the Target Market Assessment, distributors should note that: the price of Shares may decline and investors could lose all or part of their investment; the Shares offer no guaranteed income and no capital protection; and an investment in Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the issue of the Shares. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Marex will only contact prospective placees for participation in the Placing who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of the UK MiFID Laws; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Shares and determining appropriate distribution channels.

PRIIPS Regulation

The Company has prepared a key information document in respect of the Shares, which is available to investors on the Company's website: https://ig.cvc.com/investor-information/key-information-documents/ . The key information document has been prepared in accordance with the content requirements and methodologies specified in the UK version of Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products, which forms part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended.

APPENDIX 1 - TERMS AND CONDITIONS OF THE PLACING

1. **INTRODUCTION**

1.1. By participating in the Placing each applicant for Shares (a "**Placee**") is deemed to have read and understood this announcement (the "**Announcement**") including this appendix ("**Appendix 1**") in its entirety and to be providing the representations, warranties, undertakings, agreements and acknowledgements contained in this Appendix 1.

1.2. Each Placee which confirms its agreement (whether orally or in writing) to Marex to subscribe for the Shares under the Placing will be bound by these Terms and Conditions and will be deemed to have accepted them.

1.3. Marex may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it (in its absolute discretion) sees fit and may require any such Placee to execute a separate placing letter. The terms and conditions contained in any such placing letter shall be supplemental and in addition to the Terms and Conditions contained in this Appendix 1.

2. **AGREEMENT TO SUBSCRIBE FOR SHARES**

2.1. Conditional on:

2.1.1. the Placing not having been terminated; and

2.1.2. Marex confirming to the Placees their allocation of Shares,

(the "**Conditions**"),

a Placee agrees to become a member of the Company and agrees to subscribe for those Shares allocated to it by Marex at the Issue Price. To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.

2.2. Any commitment to acquire Shares under the Placing agreed orally with Marex, as agent for the Company, will constitute an irrevocable, legally binding commitment upon that person (who at that point will become a Placee) in favour of the Company and Marex, to subscribe for the number of Shares allocated to it on the terms and subject to the conditions set out in these Terms and Conditions and in a contract note (the "**Contract Note**") and in accordance with the articles of association of the Company. Except with the consent of Marex, such oral commitment will not be capable of variation or revocation after the time at which it is made.

2.3. Each Placee's allocation of Shares under the Placing will be evidenced by a Contract Note confirming: (i) the number of Shares that such Placee has agreed to acquire; (ii) the aggregate amount that such Placee will be required to pay for such Shares; and (iii) settlement instructions to pay Marex, as agent for the Company. The provisions as set out in these Terms and Conditions will be deemed to be incorporated into that Contract Note.

3. **PAYMENT FOR SHARES**

3.1. Each Placee undertakes to pay the Issue Price for the Shares reissued to the Placee in the manner and by the time directed by Marex. In the event of any failure by any Placee to pay as so directed and/or by the time required by Marex, the relevant Placee's application for Shares may, at the discretion of Marex, either be accepted or rejected and, in the former case, paragraph 4.6 and/or 7.5 below shall apply.

4. **PARTICIPATION IN, AND PRINCIPAL TERMS OF, THE PLACING**

4.1. Prospective Placees will be identified and contacted by Marex.

4.2. The latest time and date for receipt of commitments under the Fundraising is 2.00 p.m. (London time) on 21 July 2026. Marex reserves the right to bring this date forward, or to extend the timetable at its discretion.

4.3. Marex will re-contact and confirm orally or by email to Placees the size of their respective allocations and a Contract Note will be dispatched as soon as possible thereafter. Marex's confirmation of the size of allocations and each Placee's oral commitment to accept the same or such lesser number as determined in accordance with paragraph 4.4 below will constitute a legally binding agreement pursuant to which each such Placee will be required to accept the number of Shares allocated to the Placee at the Issue Price and otherwise on the terms and subject to the conditions set out in this Appendix 1.

4.4. Marex (after consultation with the Company) reserves the right to scale back the number of Shares to be subscribed by any Placee in the Placing. The Company and Marex also reserve the right not to accept offers to subscribe for Shares or to accept such offers in part rather than in whole. Marex shall be entitled to effect the Fundraising by such method as it shall in its sole discretion determine. To the fullest extent permissible by law, neither Marex, nor any holding company of Marex, nor any subsidiary, branch or affiliate of Marex (each an "**Affiliate**") nor any person acting on behalf of any of the foregoing shall have any liability to Placees (or to any other person whether acting on behalf of an Placee or otherwise). In particular, neither

Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither Marex, nor any Affiliate thereof nor any person acting on their behalf shall have any liability to Placees in respect of their conduct of the Placing. No commissions will be paid to Placees or directly by Placees in respect of the Shares. Under the terms of the Company's placing agreement with Marex, the Company shall pay Marex a commission equal to a proportion of the gross proceeds raised from Placees.

4.5. Each Placee's obligations will be owed to the Company and to Marex. Following the oral or email confirmation referred to above, each Placee will have an immediate, separate, irrevocable and binding obligation, owed to Marex, to pay to Marex (or as Marex may direct) in cleared funds an amount equal to the product of the Issue Price and the number of Shares which such Placee has agreed to acquire under the Placing. Commitments under the Placing, once made, cannot be withdrawn without the consent of the directors of the Company. The Company shall allot such Shares to each Placee (or to Marex for onward transmission to the relevant Placee) following each Placee's payment to Marex of such amount.

4.6. Each Placee agrees to indemnify on demand and hold each of Marex, the Company and the IV Manager and its and their respective Affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the acknowledgements, undertakings, representations, warranties and agreements set forth in these Terms and Conditions as supplemented by any Placing Letter.

4.7. All obligations of Marex under the Placing will be subject to fulfilment of the conditions referred to below under "**Conditions**".

5. **CONDITIONS**

5.1. If the Placing does not become unconditional, the Placing will lapse and each Placee's rights and obligations under the Placing shall cease and terminate at such time and no claim may be made by a Placee in respect thereof. Marex shall have no liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any Condition.

5.2. By participating in the Placing, each Placee agrees that its rights and obligations hereunder terminate only in the circumstances described above and will not be capable of rescission or termination by the Placee.

5.3. By participating in the Placing, each Placee agrees with Marex that the exercise by Marex of any right of termination or other discretion shall be within the absolute discretion of Marex and that Marex needs not make any reference to the Placee in this regard and that, to the fullest extent permitted by law, Marex shall not have any liability whatsoever to the Placee in connection with any such exercise.

6. **NO PROSPECTUS**

6.1. The Placing is only available to Relevant Persons that are identified and contacted by Marex and the Shares will only be offered in such a way as to not require a separate prospectus to be issued in the United Kingdom or elsewhere. No offering document or prospectus has been or will be submitted to be approved by the Financial Conduct Authority (the "**FCA**") in relation to the Placing and Placees' commitments will be made solely on the basis of the information contained in this Announcement (including this Appendix 1) and information that has been published by the Company in accordance with the Financial Conduct Authority's Disclosure Guidance and Transparency Rules and certain business and financial information the Company is required to publish in accordance with the rules and practices of the FCA (collectively "**Exchange Information**"), and the Market Abuse Regulation (EU Regulation No. 596/2014) ("MAR") and MAR as it forms part of United Kingdom law by virtue of the European Union (Withdrawal) Act 2018 (as amended).

6.2. Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement, including this Appendix 1, is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information (other than the Exchange Information), representation, warranty, or statement made by or on behalf of the Company or Marex, or the IV Manager or any other person and none of the Company, Marex or the IV Manager nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placee may have obtained or received. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing and confirms that it has understood the risks of investing in the Company and acquiring Shares. Each Placee also acknowledges that it has had an opportunity to review and access the information on the Company's ongoing charges detailed in the Exchange Information. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

7. **REGISTRATION AND SETTLEMENT**

7.1. Settlement of transactions in the Shares following allotment will take place within the CREST system, using the DVP mechanism, subject to certain exceptions. Marex reserves the right to require settlement for and delivery of the Shares (or a portion thereof) to Placees by such other means as it may deem necessary, if delivery or settlement is not possible or practicable within the CREST system within the timetable set out in the Announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

7.2. Each Placee allocated Shares in the Placing will be sent a Contract Note stating the number of Shares allocated to it, the aggregate amount owed by such Placee to Marex (as agent for the Company) and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the settlement instructions in the Contract Note or as otherwise directed by Marex.

7.3. It is expected that settlement in respect of the Shares will be on a T+2 basis in accordance with the instructions set out in the Contract Note.

7.4. Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of 2 percentage points above the base rate of Barclays Bank Plc.

7.5. Each Placee is deemed to agree that if it does not comply with these obligations, Marex may sell any or all of the Shares allocated to the Placee on such Placee's behalf and retain from the proceeds, for their own account and profit (as agent for the Company), an amount equal to the aggregate amount owed by the

Placee plus any interest due. The Placee will, however, remain liable for any shortfall below the aggregate amount owed by such Placee and it may be required to bear any tax or other charges (together with any interest or penalties) which may arise upon the sale of such Shares on such Placee's behalf. By communicating an application for Shares, each Placee confers on Marex all such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which Marex lawfully takes in pursuance of such sale.

7.6. If Shares are to be delivered to a custodian or settlement agent, the Placee should ensure that the Contract Note is copied and delivered immediately to the relevant person within that organisation.

7.7. Insofar as Shares are registered in the Placee's name or that of its nominee or in the name of any person for whom the Placee is contracting as agent or that of a nominee for such person, such Shares will, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax or securities transfer tax. If there are any circumstances in which any other stamp duty or stamp duty reserve tax or securities transfer tax is payable in respect of the reissue of the Shares, neither Marex nor the Company shall be responsible for the payment thereof. Placees will not be entitled to receive any fee or commission in connection with the Placing.

8. **REPRESENTATIONS AND WARRANTIES**

By agreeing to subscribe for Shares under the Placing, each Placee which enters into a commitment to subscribe for Shares will (for itself and for any person(s) procured by it to subscribe for Shares and any nominee(s) for any such person(s)) be deemed to acknowledge, undertake, represent and warrant to each of the Company, Marex, and the IV Manager that:

8.1. it has read this Announcement, including this Appendix 1, in its entirety and acknowledges that its acquisition of Shares is subject to and based upon all the terms, conditions, representations, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement (including this Appendix 1);

8.2. no offering document or prospectus has been prepared in connection with the placing of the Shares and it has not received a prospectus or other offering document in connection therewith;

8.3. the Shares are listed in the FCA's closed-ended investment funds category and the Company is therefore required to publish the Exchange Information, which includes a description of the nature of the Company's business and the Company's most recent financial statements and that the Placee is able to obtain or access such information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other publicly traded company, without undue difficulty;

8.4. it is relying solely on this Announcement (including this Appendix 1) and the Exchange Information published by the Company prior to the sale of the Shares reissued pursuant to the Placing and not on any other information given, or representation or statement made at any time, by any person concerning the Company or the Placing;

8.5. it has neither received nor relied on any confidential price sensitive information concerning the Company in accepting this invitation to participate in the Placing;

8.6. it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Shares pursuant to the Placing and it is not acting on a non-discretionary basis for any such person;

8.7. it has carefully read and understands this Announcement, including this Appendix 1, in its entirety and acknowledges that it is acquiring Shares subject to these Terms and Conditions, the Contract Note and the articles of association of the Company as in force;

8.8. the price payable per Share is payable to Marex on behalf of the Company in accordance with the terms of these Terms and Conditions and in the Contract Note;

8.9. it has the funds available to pay for in full the Shares for which it has agreed to subscribe and it will pay the total subscription amount in accordance with the terms set out in these Terms and Conditions and as set out in the Contract Note on the due time and date;

8.10. it has not relied on Marex or any person affiliated with Marex in connection with any investigation of the accuracy of any information contained in this Announcement or otherwise;

8.11. the content of this Announcement, including this Appendix 1, and the Exchange Information is exclusively the responsibility of the Company and (in respect of the Exchange Information) in addition to the Company, the persons stated therein as accepting responsibility, and apart from the liabilities and responsibilities, if any, which may be imposed on Marex under any regulatory regime, none of the IV Manager, Marex nor any person acting on their behalf nor any of their Affiliates makes any representation, express or implied, nor accepts any responsibility whatsoever for the contents of this Announcement and the Exchange Information nor for any other statement made or purported to be made by them or on its or their behalf in connection with the Company, the Shares or the Placing;

8.12. no person is authorised in connection with the Placing to give any information or make any representation other than as contained in this Announcement and, if given or made, any information or representation must not be relied upon as having been authorised by Marex, the Company or the IV Manager;

8.13. it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 (depository receipts and clearance services) of the Finance Act 1986 and the Shares are not being acquired in connection with arrangements to issue depositary receipts or to transfer Shares into a clearance system;

8.14. if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Shares under the Placing, that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any territory and that it has not taken any action or omitted to take any action which will result in the Company, Marex or the IV Manager or any of their respective officers, agents, employees or affiliates acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Placing;

8.15. it accepts that none of the Shares have been or will be registered under the securities laws, or with any securities regulatory authority other than of the United Kingdom and that the Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Excluded Territory unless an exemption from any registration requirement is available;

8.16. if it is outside the United Kingdom, this Announcement (including this Appendix 1) does not constitute an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Shares pursuant to the Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or materials could lawfully be

conduct could lawfully be made to it or such person and such documents or materials could lawfully be provided to it or such person and Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;

8.17. neither it, nor the prospective beneficial owner of the Shares, has a registered address in, nor is a citizen, resident or national of, an Excluded Territory or any jurisdiction in which it is unlawful to make or accept an offer of the Shares and it is not acting on a non-discretionary basis for any such person;

8.18. (a) it has complied with and will continue to comply with its obligations under the Market Abuse Regulation (EU) No. 596/2014, which is part of UK law pursuant to the Market Abuse (Amendment) (EU Exit) Regulations (SI 2019/310), Criminal Justice Act 1993 and Part VIII of the Financial Services and Markets Act 2000, as amended ("**FSMA**") and other applicable law; (b) in connection with money laundering and terrorist financing, it has complied with its obligations under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), and other applicable law, the Terrorism Act 2006, the Money Laundering Regulations 2007 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) 2017 Regulations; and (c) it is not a person: (i) with whom transactions are prohibited under the Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury; (ii) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or (iii) subject to financial sanctions imposed pursuant to a regulation of the EU or a regulation adopted by the United Nations (together, the "**Regulations**"); and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and has obtained all governmental and other consents (if any) which may be required for the purpose of, or as a consequence of, such purchase, and it will provide promptly to Marex such evidence, if any, as to the identity or location or legal status of any person which Marex may request from it in connection with the Placing (for the purpose of complying with such Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise) in the form and manner requested by Marex on the basis that any failure by it to do so may result in the number of Shares that are to be purchased by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as Marex may decide at its sole discretion;

8.19. if it is a financial intermediary that the Shares purchased by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a member state of the European Economic Area or the United Kingdom other than Qualified Investors, or in circumstances in which the prior consent of Marex has been given to the offer or resale;

8.20. it has not offered or sold and will not offer or sell any Shares to be resold pursuant to the Placing to persons in the European Economic Area or the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the European Economic Area or the United Kingdom within the meaning of the Public Offers and Admission to Trading Regulations 2024 (the "**POATRs**");

8.21. unless otherwise specifically agreed in writing with Marex, it is a Qualified Investor as defined in paragraph 15 of Schedule 1 of the POATRs and that it is a person to whom the Shares may lawfully be marketed to under any applicable legislation implementing The Alternative Investment Fund Managers Regulations 2013 (as amended by The Alternative Investment Fund Managers (Amendment etc.) (EU Exit) Regulations 2019) and the Investment Funds Sourcebook forming part of the FCA Handbook;

8.22. if it is within the United Kingdom, it is (a) a person who falls within (i) Article 49(2)(a) to (d) or (ii) Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**") or is a person to whom the Shares may otherwise lawfully be offered under the Order, or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, that it is a person to whom the Shares may be lawfully offered under that other jurisdiction's laws and regulations and (b) a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the Financial Conduct Authority's Conduct of Business Sourcebook;

8.23. it and any person acting on its behalf is entitled to acquire the Shares under the Placing under the laws of all relevant jurisdictions and that it has all necessary capacity and has obtained all necessary consents and authorities and taken any other necessary actions to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Announcement (including this Appendix 1)) and will honour such obligations;

8.24. where it is acquiring Shares under the Placing for one or more managed accounts, it is authorised in writing by each managed account: (i) to acquire the Shares for each managed account; (ii) to make on its behalf the representations, warranties, acknowledgements, undertakings and agreements in this Appendix 1 and the Announcement of which it forms part; and (iii) to receive on its behalf any placing letter relating to the Placing in the form provided to it by Marex;

8.25. it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person and acknowledges and agrees that no documents are being issued by Marex in its capacity as an authorised person under section 21 of FSMA and such documents may not therefore be subject to the controls which would apply if they were made or approved a financial promotion by an authorised person;

8.26. it has complied and will comply with all applicable provisions of the FSMA and the Financial Services Act 2012 with respect to anything done by it in relation to the Shares to be reissued pursuant to the Placing in, from or otherwise involving, the United Kingdom;

8.27. unless it is otherwise expressly agreed with the Company and Marex, it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this document to any persons within the United States or to any U.S. Persons, nor will it do any of the foregoing;

8.28. it represents, acknowledges and agrees to the representations, warranties and agreements as set out under the heading "United States Purchase and Transfer Restrictions" in paragraph 9 below;

8.29. it acknowledges that neither Marex nor any of its respective affiliates nor any person acting on its or their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing or providing any advice in relation to the Placing and participation in the Placing or is on the basis that it is not and will not be a client of Marex and that Marex does not have any duties or responsibilities to it for providing protection afforded to their respective clients or for providing advice in relation to the Placing;

8.30. the person whom it specifies for registration as holder of the Shares will be: (i) itself; or (ii) its nominee, as the case may be. Neither Marex nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify the Company and Marex in respect of the same on the basis that the Shares will be allotted to the CREST stock account of Marex who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;

8.31. save in the event of fraud on the part of Marex, none of Marex, its ultimate holding companies nor any direct or indirect subsidiary undertakings of such holding companies, nor any of their respective directors, members, partners, officers and employees, shall be responsible or liable to a Placee or any of its clients for any matter arising out of Marex's role as placing agent or otherwise in connection with the Placing and that where any such responsibility or liability nevertheless arises as a matter of law the Placee and, if relevant, its clients, will immediately waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;

8.32. it accepts that if the Placing does not proceed or the Conditions to the Placing are not satisfied as regards the Placing or the Shares for which valid applications are received and accepted are not admitted to trading on the London Stock Exchange Plc's Main Market for any reason whatsoever, then none of Marex or the Company or the IV Manager, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;

8.33. if it is acting as a "distributor" (for the purposes of UK MiFID Laws):

8.33.1. it acknowledges that the Target Market Assessment undertaken by the Company and Marex does not constitute: (a) an assessment of suitability or appropriateness for the purposes of the UK MiFID Laws; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares and each distributor is responsible for undertaking its own target market assessment in respect of the Shares and determining appropriate distribution channels;

8.33.2. notwithstanding any Target Market Assessment undertaken by the Company and Marex, it confirms that, other than where it is a providing an execution-only service to investors, it has satisfied itself as to the appropriate knowledge, experience, financial situation, risk tolerance and objectives and needs of the investors to whom it plans to distribute the Shares and that is has considered the compatibility of the risk/reward profile of such Shares with the end target market; and

8.33.3. it acknowledges that the price of the Shares may decline and investors could lose all or part of their investment; the Shares offer no guaranteed income and no capital protection; and an investment in the Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom;

8.34. if the Placee is a natural person, such Placee is not under the age of majority (18 years of age in the United Kingdom) on the date of such Placee's agreement to subscribe for Shares under the Placing and will not be any such person on the date any such agreement to subscribe under the Placing is accepted;

8.35. Marex and the Company are entitled to exercise any of their rights under these Terms and Conditions or any other right in their absolute discretion without any liability whatsoever to it;

8.36. the representations, undertakings and warranties contained in this Announcement (including this Appendix 1) are irrevocable. It acknowledges that Marex and the Company and their respective affiliates will rely upon the truth and accuracy of the foregoing representations and warranties and it agrees that if any of the representations or warranties made or deemed to have been made by its subscription of Shares are no longer accurate, it shall promptly notify Marex and the Company;

8.37. where it or any person acting on behalf of it is dealing with Marex, any money held in an account with Marex on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the Financial Conduct Authority which therefore will not require Marex to segregate such money, as that money will be held by Marex under a banking relationship and not as trustee;

8.38. any of its clients, whether or not identified to Marex, will remain its sole responsibility and will not become clients of Marex for the purposes of the rules of the Financial Conduct Authority or for the purposes of any other statutory or regulatory provision;

8.39. it accepts that the allocation of Shares shall be determined by Marex, in its absolute discretion (following consultation with the Company) and that it may scale down the Placing commitments for this purpose on such basis as it may determine;

8.40. time shall be of the essence as regards its obligations to settle payment for the Shares and to comply with its other obligations under the Placing;

8.41. it authorises Marex to deduct from the total amount subscribed under the Placing the aggregation commission (if any) payable on the number of Shares allocated under the Placing;

8.42. it irrevocably appoints any director of the Company and any director or duly authorised employee or agent of Marex to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Shares for which it has given a commitment under the Placing, in the event of its own failure to do so;

8.43. to the fullest extent permitted by law, it acknowledges and agrees to the disclaimers contained in the Announcement, including this Appendix 1; and

8.44. it is capable of being categorised as a person who is a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the FCA's Conduct of Business Sourcebook.

9. **UNITED STATES PURCHASE AND TRANSFER RESTRICTIONS**

Unless it is otherwise expressly agreed with the Company and Marex in these Terms and Conditions, by participating in the Placing, each Placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for Shares and any nominee(s) for any such person(s)) be further deemed to acknowledge, undertake represent and warrant to each of the Company, Marex and the IV Manager that:

9.1. it is not a U.S. Person, is not located within the United States, is acquiring the Shares in an offshore transaction meeting the requirements of Regulation S under the Securities Act ("**Regulation S**") and is not acquiring the Shares for the account or benefit of a U.S. Person;

9.2. the Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, subject to certain exceptions, may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons absent registration or an exemption from registration under the Securities Act;

9.3. it has not acquired the Shares as a result of any general solicitation or general advertising (as these terms are used in Regulation D under the Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio, internet or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

9.4. the Company has not registered under the Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the

restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the Investment Company Act;

9.5. unless the Company expressly consents in writing otherwise, no portion of the assets used to purchase, and no portion of the assets used to hold, the Shares or any beneficial interest therein constitutes or will constitute the assets of: (i) an "employee benefit plan" as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") that is subject to Part 4 of subtitle B of fiduciary responsibility or prohibited transaction Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**U.S. Tax Code**"), including an individual retirement account, that is subject to Section 4975 of the U.S. Tax Code; or (iii) an entity whose underlying assets include the assets of any such "employee benefit plan" or "plans" by reason of ERISA or the U.S. Department of Labor Regulations C.F.R. 2510.3-101, as and to the extent modified by section 3(42) of ERISA (the "**Plan Assets Regulation**"), or otherwise (including certain insurance company general accounts) for the purposes of Section 4.6 of ERISA or Section 4975 of the U.S. Tax Code. In addition, if an investor is a governmental, church, non-U.S. or other employee benefit plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the U.S. Tax Code, its purchase, holding, and disposition of the Shares must not constitute or result in a non-exempt violation of any such substantially similar law;

9.6. the Company is required to comply with the US Foreign Account Tax Compliance Act and agrees to furnish any information and documents the Company may from time to time request, including but not limited to information required under such act;

9.7. if any Shares offered and sold pursuant to Regulation S are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law: "CVC INCOME AND GROWTH LIMITED" (THE "COMPANY") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"). IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, EXERCISED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE SECURITIES ACT OR AN EXEMPTION THEREFROM AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE COMPANY TO REGISTER UNDER THE INVESTMENT COMPANY ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS. FURTHER, NO PURCHASE, SALE OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE UNLESS SUCH PURCHASE, SALE OR TRANSFER WILL NOT RESULT IN THE ASSETS OF THE COMPANY CONSTITUTING "PLAN ASSETS" WITHIN THE MEANING OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED OR THE PLAN ASSETS REGULATION;'

9.8. if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the Shares, it will do so only in compliance with an exemption from the registration requirements of the Securities Act and under circumstances which: (a) will not require the Company to register under the Investment Company Act; and (b) will not result in the assets of the Company constituting "plan assets" within the meaning of ERISA or the Plan Assets Regulation;

9.9. it is purchasing the Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Shares in any manner that would violate the Securities Act, the Investment Company Act or any other applicable securities laws;

9.10. it acknowledges that the Company reserves the right to make inquiries of any holder of the Shares or interests therein at any time as to such person's status under the U.S. federal securities laws and to require any such person that has not satisfied the Company that the holding of Shares by such person will not violate or require registration under the U.S. securities laws to transfer such Shares or interests in accordance with the articles of association of the Company;

9.11. it is entitled to acquire the Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, Marex, the IV Manager or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with its acceptance of participation in the Placing;

9.12. it has received, carefully read and understands this Announcement (including this Appendix 1), and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Announcement (including this Appendix 1) or any other presentation or offering materials concerning the Shares to or within the United States or to any U.S. Persons, nor will it do any of the foregoing;

9.13. if it is acquiring any Shares as a fiduciary or agent for one or more accounts, it has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account; and

9.14. the Company, Marex, the IV Manager and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements. If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor must immediately notify the Company and Marex.

10. **SUPPLY OF INFORMATION**

If Marex, the Registrar or the Company or any of their agents request any information about a Placee's agreement to subscribe for Shares under the Placing, such Placee must promptly disclose it to them.

11. **DATA PROTECTION**

11.1 Each Placee acknowledges that it has been informed that, pursuant to the General Data Protection Regulation 2016/679 (the "**DP Legislation**") the Company and/or the Company's registrar will, following allotment, hold personal data (as defined in the DP Legislation) relating to past and present shareholders of the Company. Personal data will be retained on record for a period exceeding seven years after it is no longer used (subject to any limitations on retention periods set out in applicable law). The Company's registrar will process such personal data at all times in compliance with DP Legislation and shall only process for the purposes set out in the Company's privacy notice (the "**Purposes**") which is available for consultation on the Company's website at https://ig.cvc.com/privacy-policy/ (the "**Privacy Notice**") which include to:

11.1.1 process its personal data to the extent and in such manner as is necessary for the performance of its obligations under its respective service contracts, including as required by or in connection with the

obligations under its respective service contracts, including as required by or in connection with the Placee's holding of Shares, including processing personal data in connection with credit and anti-money laundering checks on it;

11.1.2 communicate with it as necessary in connection with its affairs and generally in connection with its holding of Shares;

11.1.3 comply with the legal and regulatory obligations of the Company and/or the Company's registrar; and

11.1.4 process its personal data for the Company's registrar's internal administration.

11.2 Where necessary to fulfil the Purposes, the Company will disclose personal data to:

11.2.1 third parties located either within, or outside of the European Economic Area, if necessary for the Company's registrar to perform its functions, or when it is within its legitimate interests, and in particular in connection with the holding of Shares; or

11.2.2 its affiliates, the Company's registrar or the IV Manager and their respective associates, some of which may be located outside the European Economic Area.

11.3 Any sharing of personal data between parties will be carried out in compliance with the DP Legislation and as set out in the Company's Privacy Notice.

11.4 By becoming registered as a holder of Shares a person becomes a data subject (as defined under DP Legislation). In providing the Company's registrar with information, the Placee hereby represents and warrants to the Company and the Company's registrar that: (i) it complies in all material aspects with its data controller obligations under DP Legislation, and in particular, it has notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Company's Privacy Notice; and (ii) where consent is legally competent and/or required under DP Legislation the Placee has obtained the consent of any data subject to the Company and the Company's registrar and their respective affiliates and group companies, holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes).

11.5 Each Placee acknowledges that by submitting personal data to the Company's registrar (acting for and on behalf of the Company) where the Placee is a natural person he or she has read and understood the terms of the Company's Privacy Notice.

11.6 Each Placee acknowledges that by submitting personal data to the Company's registrar (acting for and on behalf of the Company) where the Placee is not a natural person it represents and warrants that:

11.6.1 it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the Placee may act or whose personal data will be disclosed to the Company as a result of the Placee agreeing to subscribe for Shares; and

11.6.2 the Placee has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.

11.7 Where the Placee acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, he/she/it shall, in respect of the personal data it processes in relation to or arising in relation to the Placing:

11.7.1 comply with all applicable data protection legislation;

11.7.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;

11.7.3 if required, agree with the Company and the Company's registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and

11.7.4 it shall immediately on demand, fully indemnify each of the Company and the Company's registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company and/or the Company's registrar in connection with any failure by the Placee to comply with the provisions set out above.

12. **MISCELLANEOUS**

12.1. The rights and remedies of the Company, Marex and the IV Manager under these Terms and Conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

12.2. Each Placee agrees to be bound by the articles of association of the Company once the Shares, which the Placee has agreed to subscribe for pursuant to the Placing, have been acquired by the Placee. The contract to subscribe for Shares under the Placing and the appointments and authorities mentioned in this document and all disputes and claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Marex and the Company, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against the Placee in any other jurisdiction.

12.3. In the case of a joint agreement to subscribe for Shares under the Placing, references to a Placee in these

12.3. In the case of a joint agreement to subscribe for Shares under the Placing, references to a Placee in these Terms and Conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.

12.4. Marex and the Company expressly reserve the right to modify the Placing (including, without limitation, the timetable and settlement) at any time before allocations are determined.

12.5. Marex is entitled, at is discretion and out of its own resources, at any time to rebate to some or all investors, or to other parties, part or all of its fees relating to the Placing.

12.6. In accordance with the UK version of Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products and its implementing and delegated acts which was part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended by The Packaged Retail and Insurance-based Investment Products (Amendment) (EU Exit) Regulations 2019 (the "**UK PRIIPs Regulation**"), the Company has prepared a key information document (the "**KID**") in respect of the Shares. The KID is made available by the Company to "retail investors" prior to them making an investment decision in respect of the Shares at https://ig.cvc.com/investor-information/key-information-documents/. If you are distributing Shares, you should ensure that the KID is provided to any clients that are "retail clients".

12.7. The Company is the only manufacturer of the Shares for the purposes of the UK PRIIPs Regulation and Marex is not the manufacturer for these purposes. Marex does not make any representation, express or implied, or accept any responsibility whatsoever for the contents of the KID in respect of the Shares nor accepts any responsibility to update the contents of the KID in accordance with the UK PRIIPs Regulation, to undertake any review processes in relation thereto or to provide the KID to future distributors of Shares. Each of Marex and its affiliates accordingly disclaim all and any liability whether arising in tort or contract or otherwise which it or they might have in respect of the KID in respect of the Shares. Investors should note that information on the risks, costs and potential returns provided in the KID has been produced in accordance with calculation methodologies set out in the UK PRIIPs Regulation. The figures in the KID may not reflect actual returns for the Company and anticipated performance returns cannot be guaranteed.

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