

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. Part 2 (*Explanatory Statement*) of this Document comprises an explanatory statement in compliance with section 897 of the Companies Act 2006. This Document contains a proposal which, if implemented, will result in the cancellation of the admission to trading of Smoove Shares on AIM.

The release, publication or distribution of this Document and/or the accompanying documents (in whole or in part) in, into or from jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions and therefore persons into whose possession this Document comes should inform themselves about, and observe, any such restrictions. Any failure to comply with the restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by law, Smoove, Digcom and PEXA disclaim any responsibility or liability for the violation of such restrictions by such persons.

If you are in any doubt about the Acquisition or the contents of this Document or what action you should take, you are recommended to seek your own personal financial, tax and/or legal advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser in the relevant jurisdiction if you are taking advice in a territory outside of the United Kingdom.

If you sell or have sold or otherwise transfer or have transferred all of your Smoove Shares, please send this Document, together with any accompanying documents (but not any accompanying personalised documents), at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. However, such documents should not be forwarded, distributed or transmitted (in whole or in part) in, into or from any jurisdiction where to do so would constitute a violation of the relevant laws of that jurisdiction.

If you sell or have sold or otherwise transfer or have transferred only part of your holding of Smoove Shares, you should retain these documents and contact the bank, stockbroker or other agent through whom the sale was effected.

Neither this Document nor any of the accompanying documents are intended to, and do not, constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval pursuant to the Scheme or otherwise, in any jurisdiction in which such offer, invitation or solicitation is unlawful.

Recommended cash acquisition of **Smoove plc** by **Digcom UK Holdings Limited**

(an indirect subsidiary undertaking of PEXA Group Limited)

to be effected by means of a scheme of arrangement under Part 26 of the Companies Act 2006

Smoove Shareholders should read carefully the whole of this Document (and any information incorporated into this Document by reference to another source) and the accompanying Forms of Proxy. Your attention is drawn to the letter from the Chairman of Smoove in Part 1 (*Letter from the Chairman of Smoove plc*) of this Document, which contains the unanimous recommendation of the Smoove Directors that you vote in favour of the Scheme at the Court Meeting and in favour of the Resolution to be proposed at the General Meeting. A letter from Cavendish explaining the Scheme in greater detail is set out in Part 2 (*Explanatory Statement*) of this Document and constitutes an explanatory statement in compliance with section 897 of the Companies Act 2006. It is important that Scheme Shareholders use their votes so that the Court can be satisfied that there is a fair and reasonable representation of their views.

Notices of the Court Meeting and the General Meeting, both of which are to be held at the offices of Cavendish at 1 Bartholomew Close, London EC1A 7BL on 14 November 2023, are set out at the end of this Document. The Court Meeting will start at 11.00 a.m. and the General Meeting will start at 11.15 a.m. (or as soon thereafter as the Court Meeting has been concluded or adjourned).

The action to be taken by Smoove Shareholders in respect of the Court Meeting and General Meeting is set out on pages 9 to 11 and at paragraph 17 of Part 2 (*Explanatory Statement*) of this Document. Whether or not you intend to be present at the Court Meeting and/or the General Meeting, please complete and sign both Forms of Proxy accompanying this Document, BLUE for the Court Meeting and YELLOW for the General Meeting, in accordance with the instructions set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document and return them to Smoove's Registrar, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA as soon as possible, and in any event by 11.00 a.m. on 10 November 2023 in respect of the Court Meeting and by 11.15 a.m. on 10 November 2023 in respect of the General Meeting. For your convenience, a pre-paid envelope (for use in the UK only) has been provided with respect to the Forms of Proxy. Smoove Shareholders who hold Smoove Shares in CREST may also appoint a proxy through the CREST electronic proxy appointment service by following the instructions set out on pages 10 to 11 of this Document. The return of a completed Form of Proxy or the submission of a proxy via CREST will not prevent you from attending the Court Meeting and/or the General Meeting and voting in person if you so wish and if you are entitled to do so.

If the BLUE Form of Proxy for the Court Meeting is not lodged at the relevant time, a copy of the completed and signed BLUE Form of Proxy may be handed to the Chairman of the Court Meeting at any time before the time that the Court Meeting is due to commence and will still be valid. However, in the case of the General Meeting, if the YELLOW Form of Proxy is not lodged by the relevant time, it will be invalid. If your shares are held within a nominee and you wish to attend and vote at the Court Meeting or General Meeting, you will need to contact your nominee immediately. Your nominee will need to have completed a letter of representation and present this to Smoove's Registrar, Equiniti, no later than 72 hours before the start of the meeting.

If you have any questions about this Document, the Court Meeting or the General Meeting or are in any doubt as to how to complete the Forms of Proxy or how to appoint a proxy through the CREST electronic proxy appointment service, please call Equiniti between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used). Equiniti cannot provide advice on the merits of the Acquisition or give any financial, legal or tax advice. Calls to Equiniti from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes.

Cavendish, which is authorised and regulated in the UK by the FCA, is acting for Smoove and no one else in connection with the matters set out in this Document and will not be responsible to anyone other than Smoove for providing the protections afforded to clients of Cavendish for providing advice in relation to the Acquisition, the contents of this Document or any other matters referred to in this Document.

Deutsche Numis, which is authorised and regulated in the UK by the FCA, is acting as financial adviser to Digcom and PEXA, and no one else, in connection with the matters set out in this Document and will not be responsible to anyone other than the boards of Digcom and PEXA for providing the protections afforded to clients of Deutsche Numis nor for providing advice in relation to the contents of this Document or any other matter or arrangement referred to herein. Neither Deutsche Numis nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Deutsche Numis in connection with this Document, any matter, arrangement or statement contained or referred to herein or otherwise.

Capitalised words and phrases used in this Document shall have the meanings given to them in Part 9 (Definitions) of this Document.

IMPORTANT NOTICES

This Document has been prepared in accordance with English law, the Takeover Code and the AIM Rules and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions outside England. The statements contained in this Document are not to be construed as legal, business, financial or tax advice. If you are in any doubt about the contents of this Document, you should consult your own legal adviser, financial adviser or tax adviser for legal, business, financial or tax advice.

No person has been authorised to make any representations on behalf of Digcom, PEXA and Smoove or the Smoove Group concerning the Acquisition or the Scheme which are inconsistent with the statements contained in this Document and any such representations, if made, may not be relied upon as having been so authorised.

The statements contained in this Document are made as at the date of this Document, unless some other time is specified in relation to them, and service of this Document shall not give rise to any implication that there has been no change in the facts set out in this Document since such date. Nothing contained in this Document shall be deemed to be a forecast, projection or estimate of the future financial performance of Smoove or the Smoove Group except where otherwise expressly stated. Neither Smoove, PEXA nor Digcom nor any member of the Smoove Group intends, or undertakes, to update information contained in this Document, except as required by applicable law, the Takeover Code or other regulation.

If the Scheme is approved at the Court Meeting and the General Meeting, an application will be made to the London Stock Exchange for the Smoove Shares to cease to be admitted to trading on AIM.

Information for Overseas Shareholders

This Document has been prepared in accordance with, and for the purposes of complying with, English law, the Takeover Code and the AIM Rules, and information disclosed may not be the same as that which would have been disclosed if this Document had been prepared in accordance with the laws of jurisdictions outside of England.

The release, publication or distribution of this Document in, into or from jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable requirements.

The availability of the Acquisition to Smoove Shareholders who are not resident in and citizens of the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are located or of which they are a citizen. Persons who are not resident in the United Kingdom should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of persons who are not resident in the United Kingdom to vote their Smoove Shares with respect to the Scheme at the Meetings, or to execute and deliver Forms of Proxy (or other proxy instructions) appointing another to vote at the Meetings on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person.

Unless otherwise determined by Digcom or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will not be made available, in whole or in part, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would constitute a violation of the relevant laws or regulations of such jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this Document and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition. If the Acquisition is implemented by way of a Takeover Offer (unless otherwise

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

The Acquisition is subject to English law and the jurisdiction of the Court, and the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange (including pursuant to the AIM Rules) and the Registrar of Companies.

Additional information for US investors

The Acquisition relates to the shares of an English company with a quotation on AIM and is being made by means of a scheme of arrangement provided for under English company law. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or the proxy solicitation rules under the US Securities Exchange Act of 1934. Accordingly, the Acquisition is subject to the disclosure requirements and practices applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of United States tender offer and proxy solicitation rules. Neither the United States Securities and Exchange Commission, nor any securities commission of any state of the United States, has approved or disapproved any offer, or passed comment upon the adequacy or completeness of any of the information contained in this Document. Any representation to the contrary may be a criminal offence.

If, in the future, Digcom exercises the right, with the consent of the Panel (where necessary), to implement the Acquisition by way of a Takeover Offer and determines to extend the offer into the United States, the Acquisition will be made in compliance with applicable United States laws and regulations, including Section 14(e) of the US Securities Exchange Act of 1934 and Regulation 14E thereunder.

Financial information included in this Document (or, if the Acquisition is implemented by way of a Takeover Offer, the Offer Document) has been or will have been prepared in accordance with accounting standards applicable in the United Kingdom or Australia (as applicable) that may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

The receipt of cash pursuant to the Acquisition by a US holder of Smoove Shares as consideration for the transfer of its Scheme Shares pursuant to the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Smoove Shareholder is therefore urged to consult with independent legal, tax and financial advisers in connection with making a decision regarding the Acquisition.

It may be difficult for US holders of Smoove Shares to enforce their rights and any claim arising out of the US federal laws in connection with the Acquisition, since Digcom and Smoove are located in, and organised under the laws of, a non-US jurisdiction, and some or all of their officers and directors may be residents of a non-US jurisdiction. US holders of Smoove Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's jurisdiction or judgement.

In accordance with normal UK practice and pursuant to Rule 14e-5(b) of the US Securities Exchange Act of 1934, Digcom, certain affiliated companies and their nominees or brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Smoove Shares outside of the US, other than pursuant to the Acquisition, until the date on which the Acquisition and/or Scheme becomes Effective, lapses or is otherwise withdrawn. Also, in accordance with Rule 14e-5(b) of the US Securities Exchange Act of 1934, each of Deutsche Numis and Cavendish will continue to act as an exempt principal trader in Smoove Shares on the London Stock Exchange. If such purchases or arrangements to purchase were to be made, they would occur either in the open market at prevailing prices or in private transactions at negotiated prices and comply with applicable law, including the US Securities Exchange Act of 1934. Any information about such purchases will be disclosed as required in the UK, will be reported to the Regulatory News Service of the London Stock Exchange and will be available on the London Stock Exchange website at www.londonstockexchange.com.

Forward-looking statements

This Document (including information incorporated by reference into this Document), statements made regarding the Acquisition, and other information to be published by Digcom, PEXA and/or Smoove, contain statements which are, or may be deemed to be, “forward-looking statements”. Forward-looking statements are prospective in nature and not based on historical facts, but rather are based on current expectations and projections of the management of Digcom, PEXA and/or Smoove about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.

The forward-looking statements contained in this Document include statements with respect to the financial condition, results of operations and business of Smoove and certain plans and objectives of Digcom and PEXA with respect thereto and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the fact that they do not relate only to historical or current facts and may use words such as “anticipate”, “target”, “expect”, “estimate”, “forecast”, “intend”, “plan”, “budget”, “scheduled”, “goal”, “believe”, “hope”, “aims”, “continue”, “will”, “may”, “should”, “would”, “could”, or other words of similar meaning. These statements are based on assumptions and assessments made by Smoove and/or Digcom and/or PEXA in light of their experience and their perception of historical trends, current conditions, future developments and other factors they believe appropriate. By their nature, forward-looking statements involve known and unknown risk and uncertainty and other factors which may cause actual results, performance or developments to differ materially from those expressed in or implied by such, because they relate to events and depend on circumstances that will occur in the future. Although Digcom and/or PEXA and/or Smoove believe that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and you are therefore cautioned not to place reliance on these forward-looking statements which speak only as at the date of this Document. Neither Digcom nor PEXA nor Smoove assumes any obligation to update or correct the information contained in this Document (whether as a result of new information, future events or otherwise), except as required by applicable law.

There are a number of factors which could cause actual results and developments to differ materially from those expressed or implied in forward-looking statements. The factors that could cause actual results to differ materially from those described in the forward-looking statements include, but are not limited to: the ability to complete the Acquisition; the ability to obtain requisite regulatory and shareholder approvals and the satisfaction of other Conditions on the proposed terms; changes in the global, political, economic, business and competitive environments and in market and regulatory forces; changes in future exchange and interest rates; changes in tax rates; future business combinations or dispositions; changes in general and economic business conditions; changes in the behaviour of other market participants; the anticipated benefits of the Acquisition not being realised as a result of changes in general economic and market conditions in the countries in which Digcom, PEXA and Smoove operate; weak, volatile or illiquid capital and/or credit markets; changes in the degree of competition in the geographic and business areas in which Digcom, PEXA and Smoove operate; and changes in laws or in supervisory expectations or requirements. Other unknown or unpredictable factors could cause actual results to differ materially from those expected, estimated or projected in the forward-looking statements. If any one or more of these risks or uncertainties materialises or if any one or more of the assumptions proves incorrect, actual results may differ materially from those expected, estimated or projected. Such forward-looking statements should therefore be construed in the light of such factors.

Neither Digcom nor PEXA nor Smoove, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in their announcement will actually occur. Given the risks and uncertainties, you are cautioned not to place any reliance on these forward-looking statements.

Other than in accordance with their legal or regulatory obligations, neither Digcom nor PEXA nor Smoove is under any obligation, and Digcom, PEXA and Smoove expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Disclosure requirements of the Takeover Code

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

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

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

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

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

Publication on a website

In accordance with Rule 26.1 of the Takeover Code a copy of this Document and the documents required to be published under Rule 26 of the Code, will be made available free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Smoove's website at www.hellosmoove.com/investorrelations and on PEXA's website at <https://investors.pexa.com.au/investor-centre> by no later than 12 noon (London time) on the first Business Day following the date of this Document. For the avoidance of doubt, neither the contents of these websites nor the contents of any websites accessible from any hyperlinks are incorporated into or form part of this Document.

Neither the contents of PEXA's website, nor those of Smoove's website, nor those of any other website accessible from hyperlinks on either PEXA's or Smoove's websites, are incorporated into or form part of this Document.

Electronic Communications

Please be aware that addresses, electronic addresses and certain other information provided by Smoove Shareholders, persons with information rights and other relevant persons for the receipt of communications from Smoove may be provided to Digcom and/or PEXA during the Offer Period as required under section 4 of Appendix 4 to the Takeover Code to comply with Rule 2.11(c) of the Takeover Code.

In accordance with Rule 30.3 of the Code, Smoove Shareholders, persons with information rights and participants in the Smoove Share Plans may request a hard copy of this Document by contacting Equiniti during business hours (8.30 a.m. to 5.30 p.m.) on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used) or by submitting a request in writing to Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. In accordance with Rule 30.3 of the Code, you may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form.

Rounding

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

Scheme process

In accordance with Rule 5 of Appendix 7 to the Code, Smoove will announce through a Regulatory Information Service key events in the Scheme process including the outcomes of the Court Meeting, General Meeting and the Court Hearing.

Time

All times shown in this Document are London times, unless otherwise stated.

Date

This Document is published on 16 October 2023.

TABLE OF CONTENTS

	<i>Page</i>
Action to be Taken	9
Expected Timetable of Principal Events	12
Part 1 Letter from the Chairman of Smoove plc	14
Part 2 Explanatory Statement	22
Part 3 Conditions to and Further Terms of the Acquisition	35
Part 4 The Scheme of Arrangement	45
Part 5 Financial Information and Ratings	52
Part 6 Taxation	54
Part 7 Additional Information	56
Part 8 Source of Information and Bases of Calculation	69
Part 9 Definitions	70
Part 10 Notice of Court Meeting	77
Part 11 Notice of General Meeting	80

ACTION TO BE TAKEN

The Smoove Directors, who have been so advised by Cavendish as to the financial terms of the Acquisition, unanimously consider the terms of the Acquisition to be fair and reasonable. In providing its financial advice to the Smoove Directors, Cavendish has taken into account the commercial assessments of the Smoove Directors. Cavendish is providing independent financial advice to the Smoove Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, in order to implement the Acquisition, the Smoove Board unanimously recommends that you vote in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting. Martin Rowland and Jesper With-Fogstrup, being the only Smoove Directors who are beneficially interested in Smoove Shares (who, for the avoidance of doubt, do not include Smoove Directors whose interests in Smoove Shares comprise only unexercised options under the Smoove Share Plans, nor Oliver Scott who has an indirect beneficial interest in Smoove Shares as well as being a partner of Kestrel Partners LLP, an entity interested in Smoove Shares (see paragraph 6 of Part 7 (*Additional Information*) of this Document)), have irrevocably undertaken to vote in favour of the Scheme and the Resolution in respect of their entire holding of Smoove Shares.

This section should be read in conjunction with the rest of this Document and, in particular, the section headed “**Action to be taken**” set out in paragraph 17 of Part 2 (*Explanatory Statement*) on pages 32 to 33 of this Document and the notices of the Court Meeting and General Meeting at the end of this Document set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document, respectively.

1. The documents

Please check you have received the following with this Document:

- a BLUE Form of Proxy for use in respect of the Court Meeting on 14 November 2023;
- a YELLOW Form of Proxy for use in respect of the General Meeting on 14 November 2023; and
- a pre-paid envelope for use in the UK only for the return of the Forms of Proxy.

If you have not received these documents, please contact Smoove’s Registrar, Equiniti, on the number indicated in paragraph 7 below.

2. Voting at the Court Meeting and the General Meeting

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of the opinion of Scheme Shareholders. You are therefore strongly urged to complete, sign and return your Forms of Proxy (or appoint a proxy through the CREST electronic proxy appointment service) as soon as possible.

Therefore, whether or not you plan to attend the Smoove Shareholder Meetings, please complete and sign both the enclosed BLUE and YELLOW Forms of Proxy and return them in accordance with the instructions provided thereon as soon as possible but in any event so as to be received by:

- no later than 11.00 a.m. on 10 November 2023 in the case of the Court Meeting (BLUE form); and
- no later than 11.15 a.m. on 10 November 2023 in the case of the General Meeting (YELLOW form),

(or, in the case of any adjournment, not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the holding of the adjourned meeting). This will enable your votes to be counted at the Smoove Shareholder Meetings in the event of your absence. Forms of Proxy returned by fax will not be accepted. If the BLUE Form of Proxy for use at the Court Meeting is not lodged by 11.00 a.m. on 10 November 2023, it may be handed to the Chairman of the Court Meeting before the start of that meeting. However, in the case of the General Meeting, unless the YELLOW Form of Proxy is lodged so as to be received by the time mentioned above, it will be invalid.

(a) ***Sending Forms of Proxy by post or by hand***

Please complete and sign the Forms of Proxy in accordance with the instructions printed on them and return them, either (i) by post or, (ii) during normal business hours only, by hand, to Smoove's Registrar, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, so as to be received as soon as possible and in any event not later than the relevant time set out below:

BLUE Forms of Proxy for the Court Meeting	11.00 a.m. on 10 November 2023
YELLOW Forms of Proxy for the General Meeting	11.15 a.m. on 10 November 2023

or, if either of the Smoove Shareholder Meetings is adjourned, the relevant Form of Proxy should be received not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for such adjourned Smoove Shareholder Meeting. For your convenience, a pre-paid envelope (for use in the UK only) has been provided with respect to the Forms of Proxy.

If the BLUE Form of Proxy for the Court Meeting is not returned by such time, it may be handed to the Chairman of the Court Meeting, before the start of the Court Meeting. However, in the case of the General Meeting, the YELLOW Form of Proxy must be received by Smoove's Registrar by the time mentioned above, or it will be invalid.

Smoove Shareholders are entitled to appoint a proxy in respect of some or all of their Smoove Shares and may also appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by such holder.

Completion and return of a Form of Proxy, or the appointment of a proxy electronically using CREST (or any other procedure described below), will not prevent you from attending, speaking and voting in person at either the Court Meeting or the General Meeting, or any adjournment thereof, if you wish and are entitled to do so. A proxy need not be a Smoove Shareholder.

(b) ***Electronic appointment of proxies through CREST***

If you hold Smoove Shares in uncertificated form through CREST and wish to appoint a proxy or proxies for the Smoove Shareholder Meetings (or any adjourned Smoove Shareholder Meeting) by using the CREST electronic proxy appointment for service, you may do so by using the procedures described in the CREST Manual (please also refer to the accompanying notes to the notices of the Smoove Shareholder Meetings set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any 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.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST Proxy Instruction must be properly authenticated in accordance with the specifications of Euroclear and must contain the information required for such instructions as described in the CREST Manual (available via www.euroclear.com). The message (regardless of whether it constitutes the appointment of a proxy or an amendment to the instructions given to a previously appointed proxy) must, in order to be valid, be transmitted so as to be received by Equiniti (ID RA19) not later than 48 hours (excluding any part of a day that is not a working day) before the time fixed for the Court Meeting or General Meeting (or such adjourned Smoove Shareholder Meeting), as applicable. 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 Application Host) from which Equiniti 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.

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 messages. Normal system timings and limitation 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 any voting service provider(s), to procure that his/her CREST sponsor or voting service providers(s) take(s) such action as shall be necessary to ensure that a message is transmitted by means of CREST by any particular time. 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 CREST and timings.

Smooove may treat as invalid a CREST Proxy Instruction in the circumstances set out in the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755).

3. Multiple proxy voting instructions

Smooove Shareholders who wish to appoint more than one proxy in respect of their holding of Smooove Shares should contact Equiniti on the number referred to below for further Forms of Proxy or photocopy the Forms of Proxy as required.

If you want to appoint more than one proxy electronically then please call Equiniti on the number set out below.

4. Further information about proxies and voting

Further information in relation to the appointment of proxies for and voting at the Smooove Shareholder Meetings is set out in paragraph 17 of Part 2 (*Explanatory Statement*) of this Document, in the notice of the Court Meeting set out in Part 10 (*Notice of Court Meeting*) of this Document, in the notes to the notice of the General Meeting set out in Part 11 (*Notice of General Meeting*) of this Document, and in the instructions printed on the Forms of Proxy.

If you hold Smooove Shares indirectly, you must rely on the procedures of the bank, broker, financial institution, share plan administrator or share plan nominee or other securities intermediary through which you hold Smooove Shares. You should contact such intermediary for further instructions on how you can instruct that intermediary to vote on your behalf at the Smooove Shareholder Meetings and the date by which you must provide such instructions to the intermediary.

5. General

If the Scheme becomes Effective, it will be binding on all Scheme Shareholders, including any Scheme Shareholders who did not vote to approve the Scheme or who voted against the Scheme at the Court Meeting.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of Scheme Shareholders.

You are strongly advised to sign and return your BLUE Form of Proxy (by post) for the Court Meeting and your YELLOW Form of Proxy (by post) for the General Meeting or (in each case) transmit a proxy appointment and voting instruction (or through CREST) for the Court Meeting and the General Meeting as soon as possible. Scheme Shareholders and Smooove Shareholders are strongly encouraged to appoint “the Chairman of the meeting” as their proxy for each meeting. The Chairman of the relevant meeting will vote in accordance with the voting instructions of the appointing Scheme Shareholder or Smooove Shareholder. If any other person is appointed as proxy, they will be permitted to attend, speak and vote at the Court Meeting and the General Meeting (as applicable).

6. Results of the meetings

The results of the Court Meeting and of the General Meeting will be announced through a Regulatory Information Service and also published on Smooove’s website at www.hellosmooove.com/investorrelations once the votes have been counted and verified.

7. Shareholder helpline

If you have any queries, please call Equiniti between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used). Calls from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that Equiniti cannot provide advice on the merits of the Acquisition or give any financial, legal or tax advice.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable sets out expected dates for the implementation of the Scheme.

<i>Event</i>	<i>Expected time/date</i>
Publication of this Document	16 October 2023

Latest time for lodging Forms of Proxy for the:

Court Meeting (BLUE Form of Proxy)	11.00 a.m. on 10 November 2023 ⁽¹⁾
General Meeting (YELLOW Form of Proxy)	11.15 a.m. on 10 November 2023 ⁽²⁾
Voting Record Time	6.30 p.m. on 10 November 2023 ⁽³⁾

Court Meeting	11.00 a.m. on 14 November 2023
----------------------	--------------------------------

General Meeting	11.15 a.m. on 14 November 2023 ⁽⁴⁾
------------------------	---

Certain of the following dates are subject to change (please see the note above):

Court Hearing to sanction the Scheme	A date (D) to be determined following satisfaction or (if applicable) waiver of Conditions 2(A), 2(B) and 3 (inclusive) set out in Part A of Part 3 (<i>Conditions to and Further Terms of the Acquisition</i>) of this Document
--------------------------------------	---

Last day of dealings in, and for registration of transfers of, and disablement in CREST of, Smoove Shares	D+1 Business Day
---	------------------

Scheme Record Time and Date	6.00 p.m. on D+1 Business Day
-----------------------------	-------------------------------

Suspension of dealings in Smoove Shares	7.30 a.m. on D+2 Business Days
---	--------------------------------

Scheme Effective Date	D+2 Business Days
-----------------------	-------------------

Cancellation of admission to trading of Smoove Shares on AIM	By 7.00 a.m. on D+3 Business Days
--	-----------------------------------

Latest date for despatch of cheques and for settlement through CREST or other form of payment in respect of Consideration due under the Scheme	within 14 days of the Effective Date
--	--------------------------------------

Long Stop Date	30 April 2024 ⁽⁵⁾
----------------	------------------------------

- (1) It is requested that BLUE Forms of Proxy for the Court Meeting be lodged before 11.00 a.m. on 10 November 2023 or, if the Court Meeting is adjourned, not later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the holding of the adjourned meeting. However, BLUE Forms of Proxy not so lodged may be handed to the Chairman of the Court Meeting before the taking of the poll at the Court Meeting.
- (2) YELLOW Forms of Proxy for the General Meeting must be lodged before 11.15 a.m. on 10 November 2023 in order for it to be valid or, if the General Meeting is adjourned, not later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the holding of the adjourned meeting. YELLOW Forms of Proxy cannot be handed to the Chairman of the General Meeting at that meeting.
- (3) If either of the Smoove Shareholder Meetings is adjourned, the Voting Record Time for the relevant adjourned meeting will be 6.30 p.m. on the day which is two days (excluding non-working days) before the date set for the relevant adjourned meeting.
- (4) To commence at 11.15 a.m. or as soon thereafter as the Court Meeting shall have been concluded or adjourned.
- (5) This is the latest date by which the Scheme may become Effective unless Smoove and Digcom agree, and (if required) the Court and the Panel allow.

All references in this Document to times are to times in London (unless otherwise stated).

All times and dates are indicative only and will depend, among other things, on the date upon which the Court sanctions the Scheme and the date on which the Conditions are satisfied or, if capable of waiver, waived. The timetable is also dependent on the date on which the Court Order sanctioning the Scheme is delivered to the Registrar of Companies. Smoove will give notice of the change(s) by issuing an announcement through a Regulatory Information Service and, if required by the Panel, post notice of the change(s) to Smoove Shareholders and persons with information rights. Copies of any such announcements will be made available on Smoove's website at www.hellosmoove.com/investorrelations. Participants in the Smoove Share Plans will be contacted separately regarding the effect of the Acquisition on their rights under the Scheme and provided with further details concerning the proposals being made to them.

PART 1

LETTER FROM THE CHAIRMAN OF SMOOVE PLC

(incorporated in England and Wales with registered number 07466574 with registered address Masters Court, Church Road, Thame, Oxon, England, OX9 3FA)

Directors:

Martin Rowland *Chairman*
Jesper With-Fogstrup *Chief Executive Officer*
Michael Cress *Chief Financial Officer*
Elaine Bucknor *Independent Non-Executive Director*
Oliver Scott *Non-Executive Director*

16 October 2023

To all Smoove Shareholders and, for information only, to holders of awards and options under the Smoove Share Plans and persons with information rights.

Dear Shareholder

RECOMMENDED CASH ACQUISITION OF SMOOVE PLC (“SMOOVE”) BY DIGCOM UK HOLDINGS LIMITED “DIGCOM”

1. Introduction

On 4 October 2023, the boards of Smoove and Digcom, an indirect subsidiary undertaking of PEXA Group Limited (“**PEXA**”), announced that they had reached agreement on the terms of a recommended cash acquisition by Digcom of the entire issued and to be issued share capital of Smoove, to be implemented by way of a Court-sanctioned scheme of arrangement of Smoove under Part 26 of the Companies Act, which requires the approval of Smoove Shareholders and the sanction of the Court (the “**Acquisition**”).

I am writing to you today on behalf of the Smoove Board to explain the background to the Acquisition and the reasons why the Smoove Board considers the terms of the Acquisition to be fair and reasonable and are unanimously recommending that the Scheme Shareholders vote in favour of the Scheme at the Court Meeting and vote in favour of the Resolution at the General Meeting.

I would also draw your attention to the letter from Cavendish set out in Part 2 (*Explanatory Statement*) of this Document which gives details about the Acquisition and to the information set out in Part 7 (*Additional Information*) of this Document and to the notices of the Court Meeting and the General Meeting which are set out at the end of this Document.

In order to approve the terms of the Acquisition, Scheme Shareholders will need to vote in favour of the Scheme at the Court Meeting to be held on 14 November 2023, and Smoove Shareholders will need to pass the Resolution which is to be proposed at the General Meeting (which is also to be held on 14 November 2023), in each case by the requisite majority.

Details of the actions you should take are set out on pages 9 to 11 of this Document, and in paragraph 17 of Part 2 (*Explanatory Statement*) of this Document.

It is important that, for the Court Meeting in particular, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of Scheme Shareholders’ opinion. You are therefore strongly urged to complete, sign and return your Forms of Proxy or appoint a proxy through the CREST electronic proxy appointment service (as appropriate) as soon as possible.

Further information in relation to the Court Meeting and the General Meeting is contained in paragraph 10(a) of Part 2 (*Explanatory Statement*) of this Document and the terms of the Scheme, which are set out in full in Part 4 (*The Scheme of Arrangement*) of this Document.

2. Summary of the terms of the Acquisition

Under the terms of the Acquisition, which will be subject to the Conditions and further terms set out in this Document (including but not limited to Part 3 (*Conditions to and Further Terms of the Acquisition*) and Part 4 (*The Scheme of Arrangement*) of this Document), each Scheme Shareholder will be entitled to receive:

54 pence for each Smoove Share (the “Consideration”)

The Consideration of 54 pence per Smoove Share values the entire issued and to be issued share capital of Smoove at approximately £30.8 million on a fully diluted basis and represents a premium of approximately:

- 69.3 per cent. to the Closing Price of 31.9 pence per Smoove Share on 21 April 2023 (being the last Business Day before the commencement of the Offer Period);
- 74.1 per cent. to the volume-weighted average Closing Price of 31.0 pence per Smoove Share for the one-month period ended 21 April 2023 (being the last Business Day before the commencement of the Offer Period); and
- 43.9 per cent. to the volume-weighted average Closing Price of 37.5 pence per Smoove Share for the three-month period ended 21 April 2023 (being the last Business Day before the commencement of the Offer Period).

If, on or after the Announcement Date and before the Effective Date, any dividend, distribution or other return of capital or value is announced, declared, made or paid by Smoove or becomes payable by Smoove in respect of the Smoove Shares, Digcom reserves the right to reduce the Consideration payable pursuant to the Acquisition by an amount up to the amount of such dividend and/or distribution and/or other return of capital or value. In such circumstances, Smoove Shareholders would be entitled to receive and retain any such dividend and/or other distribution and/or return of capital or value.

In the event that the Acquisition is to be implemented by way of a Takeover Offer, Smoove Shares will be acquired pursuant to the Takeover Offer fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto including the right to receive and retain all dividends and distributions declared, made or paid by reference to a record date falling after the Effective Date.

3. Information on the PEXA Group and Digcom

The PEXA Group

PEXA is the operator of the leading digital property settlements platform in Australia, employing approximately 1,000 people and listed on the ASX with a market cap of A\$2.016 billion as at the day before the Announcement Date.

Having started in 2010 as a joint initiative of various state governments and the largest banks in Australia to phase out the use of inefficient paper-based property settlements, the PEXA Group today offers the world's first digital platform for managing the lodgement and settlement of property transactions.

“PEXA Exchange” operates primarily as an ELNO facilitating the electronic lodgement and settlement of property transactions through an integrated, cloud-based platform connecting key property market stakeholders

PEXA Exchange's facilitation of secure, reliable and efficient digital settlements has established the platform as a critical and trusted component of the Australian property market, providing confidence and stability for all participants in a property transaction.

Through its PEXA Digital Growth business, PEXA offers property-related insight and analytics solutions to its customers and stakeholders which aim to reduce transaction costs in the property chain and enhance the experience of developing, buying and selling, financing, settling, owning, and servicing property. PEXA Digital Growth also identifies and invests in opportunities across the property ecosystem to complement and enhance its core insights and analytics offering.

For the year ended 30 June 2023, PEXA Group generated business revenue of A\$283.4 million and an operating EBITDA of A\$98.7 million. Additional information on PEXA Group's latest financial results can be found at <https://investors.pexa.com.au/investor-centre/?page=results-centre>.

Digcom

Having created the leading digital property settlements platform in Australia, Digcom was established in 2020 to enable PEXA to enter the UK market and implement its strategy to transform the UK property market.

In seeking to extend its digital property settlements platform knowledge in new geographies, the PEXA Group launched its initial remortgage offering in the UK in September 2022 following the successful testing of the PEXA settlement payment solution with the Bank of England. Shortly after the UK launch, Digcom acquired Optima Legal, a high-volume remortgage conveyancing firm that provides legal services in the UK remortgage market.

4. Background to, and reasons for, the Acquisition

The PEXA Group's strategy is to enhance and leverage its property exchange know-how to deliver growth from different markets, including in other Torrens title jurisdictions starting with the UK.

Since entering the UK market at the end of 2020, the PEXA Group, via Digital Completion UK Limited, has launched its first re-mortgage product, brought two lenders onto the platform, and acquired a specialist re-mortgage conveyancer, Optima Legal. The Acquisition will provide PEXA with a growing conveyancer presence via Amity Law and Smoove Complete. The PEXA Group's aim in executing this strategy is to help solve the many detriments consumers and property stakeholders suffer due to the UK's fragmented, inefficient conveyancing processes. The Acquisition will allow PEXA to leverage Smoove's experience to obtain expert input into development of PEXA's sale and purchase platform and potential PEXA product enhancements.

Both Smoove and PEXA share a common goal of simplifying and enhancing the home moving process through digitalisation, significantly reducing transaction times, whilst simultaneously removing the pain points across the process. The PEXA Board believes there is an opportunity for Smoove's existing customers to benefit from PEXA's digital property settlements platform and wider service offering, leveraging PEXA's experience as the market leader in Australia. Smoove has a long-standing relationship with Lloyds Banking Group and a connection with over 75 conveyancer firms on its eConveyancer platform and circa 2,100 conveyancing firms via lender panels.

The PEXA Board strongly believes that by integrating Smoove into Digcom, the Combined Group will be able to address the challenges of building scale and depth in the UK market, accelerating the path to enhancing the home moving process. Smoove provides access to re-mortgage flows equivalent to seven per cent.¹ of the UK market and sales and purchase flows across the Smoove platform which are equivalent to three per cent.¹ of the UK's sales and purchase market which are intermediated by the Smoove platform. PEXA's existing business, commitment to developing new revenue streams through international expansion and investments in new digital business and partnerships, supported by a strong balance sheet and cash generative business model, will help to build a unique, strong, and attractive business. Smoove will provide reach into the 'cash back market segment' not currently served by Optima Legal and indirect access to sale and purchase conveyancing firms. The Acquisition also presents an opportunity to cross-sell the PEXA platform to panel firms of Smoove (which provides access to volumes both on and outside of the Smoove platform).

The Consideration represents:

- an Enterprise Value of £20.8 million;
- an implied Enterprise Value/ FY23 revenue multiple of 1.0x; and
- an implied Enterprise Value / FY23 gross profit multiple of 2.7x.

¹ Calculated based on Smoove's sale and purchase and remortgage completion volumes for the financial year ended 31 March 2023, Bank of England sale and purchase transactions (Bank of England data set LPMB4B3) and Bank of England remortgage transactions (Bank of England data set LPMVTX).

5. Background to, and reasons for, the recommendation

Smooove has sought to make moving house in the UK a simpler, more transparent and automated process for the benefit of both consumers and the professionals who work in the sector. To that end, Smooove has developed service offerings, such as eConveyancer, a two-sided digital comparison marketplace connecting consumers to conveyancing lawyers. eConveyancer allows the consumer, primarily through introducers such as mortgage brokers, lenders, or estate agents, to compare the cost, service, and location of conveyancing lawyers. Smooove has developed further products and services to provide solutions covering more of the end-to-end home moving experience.

In the last 18 months, the home moving sector has been impacted by challenging macroeconomic conditions. These factors include sudden and persistently high inflation which has, in turn, led to a rapid, and at times unpredictable, increase in interest rates from historic lows. As a result, sale and purchase transaction volumes in the market have fallen sharply over the past year and house prices have been unstable and begun falling also in real terms. These events have combined to erode the confidence of market participants including home movers, mortgage brokers, lenders, and estate agents. Meanwhile, and not unrelated, the environment for trading in the shares in Smooove has, in recent times, been impacted by poor sentiment around not only AIM, but particularly smaller pre-profit companies, with limited trading liquidity on the stock market.

Smooove's current trading has been in line with the Smooove Board's expectations despite difficult market conditions and the Smooove Directors continue to believe that Smooove's present strategy is capable of delivering long-term growth in revenue and profits. However, they also believe that PEXA's scale will help to accelerate the execution of Smooove's strategy. Access to PEXA's digital property settlements platform is also expected to benefit Smooove's offering to customers. The terms of the Acquisition provide Smooove Shareholders with an immediate, certain and attractive cash value for their investment. The Smooove Directors believe the Acquisition appropriately recognises the growth potential of Smooove as a standalone business.

When considering the Acquisition, the Smooove Directors have taken into account the substantial premium of the Consideration to the Closing Price of Smooove Shares on 21 April 2023 (being the last Business Day before the commencement of the Offer Period). The Consideration of 54 pence in cash per Smooove Share represents a premium of approximately:

- 69.3 per cent. to the Closing Price of 31.9 pence per Smooove Share on 21 April 2023 (being the last Business Day before the commencement of the Offer Period);
- 74.1 per cent. to the volume-weighted average Closing Price of 31.0 pence per Smooove Share for the one-month period ended 21 April 2023 (being the last Business Day before the commencement of the Offer Period); and
- 43.9 per cent. to the volume-weighted average Closing Price of 37.5 pence per Smooove Share for the three-month period ended 21 April 2023 (being the last Business Day before the commencement of the Offer Period).

The Acquisition provides the certainty of a realisable value to all Smooove Shareholders and allows them to realise their investment in Smooove Shares for cash without incurring broking fees.

As further described in paragraph 6 below, Digcom has received irrevocable undertakings and a non-binding letter of intent in respect of 33,310,862 Smooove Shares representing, in aggregate, approximately 58.42 per cent. of Smooove's total issued capital on the Last Practicable Date.

The Smooove Directors consider the terms of the Acquisition to be fair and reasonable. The Smooove Board notes PEXA's intentions for the Smooove business as set out in paragraph 7 of this Part 1 (*Letter from the Chairman of Smooove plc*) of this Document, including PEXA's stated plans to integrate Smooove into its existing UK business to further advance the offering of its digital settlements platform to lenders, conveyancers and consumers in the UK. In evaluating the terms of the Acquisition, the Smooove Board has taken account of the impact on wider stakeholders and has given due consideration to PEXA's stated intentions for Smooove's management, employees, brands and places of business. Whilst the Smooove Board recognises that PEXA may no longer require a limited number of central public company related functions the Smooove Directors are pleased to note that PEXA does not anticipate that there will be any material change to Smooove's employee skills mix and headcount, and that following the completion of the Acquisition, the existing contractual and statutory employment rights, including in relation to pensions, of all Smooove employees will be fully safeguarded in accordance with applicable law.

Accordingly, following careful consideration of both the financial terms of the Acquisition and PEXA's intentions regarding the conduct of the Smoove business under PEXA's ownership, the Smoove Directors unanimously recommend the Acquisition to Smoove Shareholders. In reaching its intention to recommend unanimously the Acquisition, the Smoove Board, in addition to the financial terms of the Acquisition, took account of the interests of all of its key stakeholders, including customers, employees and shareholders.

6. Irrevocable undertakings and letter of intent

Martin Rowland and Jesper With-Fogstrup, who are the only Smoove Directors who are beneficially interested in Smoove Shares (not including, for the avoidance of doubt, those Smoove Directors whose interests in Smoove Shares comprise only unexercised options under the Smoove Share Plans, nor Oliver Scott who has an indirect beneficial interest in Smoove shares as well as being a partner of Kestrel Partners LLP, an entity interested in Smoove Shares), have irrevocably undertaken to vote in favour (or procure the voting in favour, as applicable) of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer) in respect of their entire holding of Smoove Shares, being a total of 85,000 Smoove Shares, (representing approximately 0.15 per cent. of Smoove's total issued share capital on 13 October 2023 (being the Last Practicable Date)).

In addition to the irrevocable undertakings from the Smoove Directors, on the Announcement Date Digcom received irrevocable undertakings from each of Kestrel Partners LLP (a partner of which, Oliver Scott, is a Smoove Non-Executive Director), Harwood Capital Management Limited and Herald Investment Management Limited (the "**Shareholder Irrevocables**") to vote in favour (or procure the voting in favour, as applicable) of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer) in respect of, in aggregate, 26,560,625 Smoove Shares, representing approximately 46.58 per cent. of Smoove's total issued share capital as at the Announcement Date.

On 6 October 2023, Kestrel Partners LLP acquired 1,300,000 Smoove Shares for its discretionary clients, which are additionally subject to the terms of its irrevocable undertaking. Consequently, the Shareholder Irrevocables to vote in favour (or procure the voting in favour, as applicable) of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer) are in respect of, in aggregate, 27,860,625 Smoove Shares, representing approximately 48.86 per cent. of Smoove's total issued share capital as at the Last Practicable Date.

In addition, Digcom has received a non-binding letter of intent from Schroders Investment Management Limited to procure the voting in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to procure the acceptance of such Takeover Offer) in respect of 5,365,237 Smoove Shares, representing approximately 9.41 per cent. of Smoove's total issued share capital on the Last Practicable Date.

Accordingly, Digcom has received irrevocable undertakings and a letter of intent to vote, or procure the voting, in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer) in respect of a total of 33,310,862 Smoove Shares representing, in aggregate, approximately 58.42 per cent. of Smoove's total issued share capital on the Last Practicable Date.

Further details of these irrevocable undertakings and letter of intent (including the circumstances in which the irrevocable undertakings will cease to be binding or otherwise fall away) are set out in paragraph 6 of Part 7 (*Additional Information*) of this Document.

7. PEXA intentions for the Smoove business

PEXA and Digcom's strategic plans for the Combined Group

Following Completion, PEXA intends to integrate Smoove into PEXA's existing UK business to further advance the offering of its digital settlements platform to lenders, conveyancers and consumers in the UK.

PEXA has been granted access to Smoove management and information to carry out due diligence. However, due to transaction constraints, PEXA has not yet had access to sufficiently detailed information to formulate a complete post-Acquisition strategy for the integration of Smoove into PEXA's UK business. To assist with this process, PEXA intends to carry out a review of Smoove's and PEXA's UK business. The review is expected to take at least six months following completion of the Acquisition. The review will examine the current operating and organisational structures of both businesses and provide the basis for the development of an integration programme designed to minimise any disruption to customers, suppliers, employees and consumers whilst delivering the expected opportunities and benefits of the Acquisition.

Brand

In the longer term, Digcom intends that the Smoove business will operate under the umbrella PEXA brand but, following Completion, will undertake a review of individual product brands (including eConveyancer, DigitalMove, Smoove Complete, Smoove Start and Legal Eye) to ensure that their offerings are distinguishable under the PEXA brand.

Employees, management and directors

Digcom attaches great importance to the skills and experience of Smoove's management and employees and recognises their important contribution to the success that has been achieved by Smoove.

Digcom confirms that, following completion of the Acquisition, the existing contractual and statutory employment rights of Smoove employees will be fully safeguarded in accordance with applicable law. Following Completion, Digcom will seek to align the employment contracts and benefits of Smoove employees with those of the PEXA Group so that employees benefit from matters that are of cultural importance to the PEXA Group.

Whilst Digcom's review will seek to design an optimal strategy for integrating Smoove into PEXA's existing UK business, given the complementary nature of both businesses Digcom does not expect the outcome of its review to result in any material change to Smoove's employee skills mix and headcount. To the extent that the outcome of Digcom's review unlocks synergies and opportunities for costs savings Digcom will endeavour to minimise their impact on employees.

It is expected that the Smoove Non-Executive Directors will resign from the Smoove Board on Completion.

Pensions

Digcom intends to maintain the rate of contributions made to the Smoove Group's pension schemes following Completion. The Smoove Group operates defined contribution pension arrangements for its management and employees and has no exposure under any form of defined benefit (final salary) pension scheme.

Management incentives

PEXA has not entered into, and has not had discussion on proposals to enter into, any form of incentive arrangements with any of the existing members of Smoove's management. PEXA expects to put in place appropriate incentive arrangements for Smoove's management following Completion.

Locations of business, fixed assets and research and development

Following Completion, it is intended that Smoove will continue to operate from its head office in Thame, Oxfordshire. Digcom will review the Smoove Group's leasing arrangements in the ordinary course to ensure they continue to meet the Smoove Group's operating needs moving forward. Smoove does not have any material fixed assets and the PEXA Board does not intend to redeploy any of Smoove's fixed assets following Completion.

Smoove has no dedicated research and development function.

Trading facility

Smoove Shares are currently traded on AIM. As set out in paragraph 11 below, it is intended that a request will be made to the London Stock Exchange to cancel trading in Smoove Shares on AIM, subject to the Acquisition becoming Effective, such cancellation to take effect from or shortly after the Effective Date. At the same time, it is intended that Smoove will be re-registered as a private limited company. As stated in

paragraph 11 below, dealings in Smoove Shares will be suspended prior to the Effective Date and, thereafter, there will be no trading facilities in relation to Smoove Shares

As a result of the cancellation of trading in Smoove Shares on AIM, the Combined Group expects to achieve savings from Smoove no longer having to comply with its ongoing public company reporting obligations.

No “post-offer undertakings”

No statements in this paragraph 7 are “post-offer undertakings” for the purposes of Rule 19.5 of the Takeover Code.

8. Smoove Share Plans

Participants in the Smoove Share Plans will be contacted regarding the effect of the Acquisition on their rights under the Smoove Share Plans and provided with further details concerning the proposals which will be made to them in due course. Details of the arrangements proposed to be implemented in relation to the Smoove Share Plans in connection with the Acquisition are set out in paragraph 6 of Part 2 (*Explanatory Statement*) of this Document.

9. Smoove Director bonus arrangements

Jesper With-Fogstrup and Michael Cress are each entitled to receive transaction bonuses in the event of a cash offer resulting in the acquisition of Smoove by a third party. Their respective entitlements are:

- Jesper With-Fogstrup - £150,000; and
- Michael Cress - £75,000.

10. Dividends

If, on or after the Announcement Date and before the Effective Date, any dividend, distribution or other return of capital or value is announced, declared, made or paid by Smoove or becomes payable by Smoove in respect of the Smoove Shares, Digcom reserves the right to reduce the Consideration payable pursuant to the Acquisition for the Smoove Shares by an amount up to the amount of such dividend and/or distribution and/or other return of capital or value. In such circumstances, Smoove Shareholders would be entitled to receive and retain any such dividend and/or other distribution and/or return of capital or value.

11. Cancellation of admission to trading on AIM of Smoove Shares and re-registration of Smoove

Prior to the Scheme becoming Effective it is intended that an application will be made to the London Stock Exchange to, subject to the Acquisition becoming Effective, cancel trading in Smoove Shares on AIM, with effect from or shortly after the Effective Date.

The last day of dealings in, and registration of transfers of, Smoove Shares on the London Stock Exchange is expected to be the Business Day immediately prior to the Effective Date and no transfers will be registered after 6.00 p.m. on that date.

On the Effective Date, Smoove will become a wholly-owned subsidiary of Digcom and share certificates in respect of Smoove Shares will cease to be valid and should be destroyed. In addition, entitlements held within CREST to the Smoove Shares will be cancelled on the Effective Date.

Upon the Scheme becoming Effective Digcom will acquire the Smoove Shares fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto, including the right to receive and retain all dividends and distributions declared, made or paid by reference to a record date after the Effective Date.

It is also intended that, subject to and with effect from the Scheme becoming effective, Smoove will be re-registered as a private limited company.

12. United Kingdom Taxation

Your attention is drawn to Part 6 (*Taxation*) of this Document. Although this Document contains certain tax-related information, **it is intended as a general guide only and is not advice. If you are in any**

doubt as to your tax position, or if you are subject to taxation in any jurisdiction other than the UK, you should consult an appropriately qualified independent professional tax adviser.

13. Overseas Shareholders

Overseas shareholders should refer to paragraph 15 of Part 2 (*Explanatory Statement*) of this Document.

14. Action to be taken

Details in relation to the action to be taken by Smoove Shareholders is set out on pages 9 to 11 of this Document and in paragraph 17 of Part 2 (*Explanatory Statement*) of this Document.

15. Further information

Your attention is drawn to the letter from Cavendish set out in Part 2 (*Explanatory Statement*) of this Document (being the explanatory statement made in compliance with section 897 of the Companies Act), Part 3 (*Conditions to and further terms of the Acquisition*), Part 4 (*The Scheme of Arrangement*), Part 6 (*Taxation*) and Part 7 (*Additional Information*) and the notices of the Smoove Shareholder Meetings set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document which give further details about the Acquisition and the terms of the Scheme. Please note that reading the Explanatory Statement is not a substitute for reading the remainder of this Document.

A copy of this Document (and all information incorporated into this Document by reference to another source) and the Forms of Proxy will be available, subject to certain restrictions relating to overseas shareholders in Restricted Jurisdictions, for inspection on (as applicable) Smoove's website at www.hellosmoove.com/investorrelations and, subject to certain applicable securities laws, hard copies can be requested by contacting Equiniti, whose contact details are set out on page 11 of this Document.

You are advised to read the whole of this Document and not just to rely on the summary information in this letter.

16. Recommendation

The Smoove Directors, who have been so advised by Cavendish as to the financial terms of the Acquisition, unanimously consider the terms of the Acquisition to be fair and reasonable. In providing its financial advice to the Smoove Directors, Cavendish has taken into account the commercial assessments of the Smoove Directors. Cavendish is providing independent financial advice to the Smoove Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, the Smoove Directors unanimously recommend that Smoove Shareholders vote in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, accept or procure the acceptance of such Takeover Offer) as the Smoove Directors who are beneficially interested in Smoove Shares (who, for the avoidance of doubt, do not include Smoove Directors whose interests in Smoove Shares comprise only unexercised options under the Smoove Share Plans, nor Oliver Scott who has an indirect beneficial interest in Smoove Shares as well as being a partner of Kestrel Partners LLP, an entity interested in Smoove Shares (see paragraph 6 of Part 7 (*Additional Information*) of this Document)) have irrevocably undertaken to do in respect of their entire beneficial holdings of 85,000 Smoove Shares, representing, in aggregate, approximately 0.15 per cent. of Smoove's total issued share capital on the Last Practicable Date.

Yours faithfully

Martin Rowland
Chairman

PART 2

EXPLANATORY STATEMENT

(in compliance with section 897 of the Companies Act 2006)

Cavendish Securities plc
1 Bartholomew Close
London
EC1A 7BL

16 October 2023

To all Smoove Shareholders and, for information only, to holders of awards and options under the Smoove Share Plans and persons with information rights.

Dear Shareholder

RECOMMENDED CASH ACQUISITION OF SMOOVE PLC BY DIGCOM HOLDINGS LTD

1. Introduction

On 4 October 2023, the boards of Smoove and Digcom, an indirect subsidiary undertaking of PEXA Group Limited (“**PEXA**”), announced that they had reached agreement on the terms of a recommended cash acquisition by Digcom of the entire issued and to be issued share capital of Smoove, to be implemented by way of a Court-sanctioned scheme of arrangement of Smoove under Part 26 of the Companies Act, which requires the approval of Smoove Shareholders and the sanction of the Court (the “**Acquisition**”).

We have been authorised by the Smoove Board to write to you to explain the terms of the Acquisition and the Scheme and to provide you with other relevant information. In giving its advice, Cavendish is not advising the Smoove Directors in relation to the Acquisition and is not acting for any Smoove Director in their personal capacity nor any Smoove Shareholder in relation to the Acquisition. Cavendish will not be responsible to any such person for providing the protections afforded to its clients or for advising any such person in relation to the Acquisition. In particular, Cavendish does not owe any duty or responsibility to any particular Smoove Shareholder concerning the Acquisition.

Your attention is drawn to the letter from the Chairman of Smoove, Martin Rowland, set out in Part 1 (*Letter from the Chairman of Smoove plc*) of this Document, which forms part of this Explanatory Statement. That letter contains, among other things, (a) information on the background to and reasons for the Acquisition; and (b) the unanimous recommendation by the Smoove Directors to Scheme Shareholders to vote in favour of the resolutions to approve and implement the Acquisition to be proposed at the Smoove Shareholder Meetings.

The Smoove Directors, who have been so advised by Cavendish as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing its advice to the Smoove Directors, Cavendish has taken into account the commercial assessments of the Smoove Directors. Cavendish is providing independent financial advice to the Smoove Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, the Smoove Directors recommend unanimously that the Scheme Shareholders vote in favour of the Scheme at the Court Meeting and that Smoove Shareholders vote in favour of the Resolution to be proposed at the General Meeting, as the Smoove Directors who are beneficially interested in Smoove Shares (who, for the avoidance of doubt, do not include Smoove Directors whose interests in Smoove Shares comprise only unexercised options under the Smoove Share Plans, nor Oliver Scott who has an indirect beneficial interest in Smoove Shares as well as being a partner of Kestrel Partners LLP, an entity interested in Smoove Shares (see paragraph 6 of Part 7 (*Additional Information*) of this Document)), have irrevocably undertaken to do in respect of their entire beneficial holdings of Smoove Shares.

This Explanatory Statement contains a summary of the provisions of the Scheme. Your attention is also drawn to the other parts of this Document, which are deemed to form part of this Explanatory Statement,

including Part 1 (*Letter from the Chairman of Smoove*), Part 3 (*Conditions to and Further Terms of the Acquisition*), Part 5 (*Financial Information and Ratings*), Part 6 (*Taxation*) and Part 7 (*Additional Information*) of this Document. The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this Document.

Smoove Shareholders should read the whole of this Document before deciding whether or not to vote in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting.

2. Summary of the terms of the Acquisition

Under the terms of the Acquisition, which will be subject to the Conditions and further terms set out in this Document (including but not limited to Part 3 (*Conditions to and Further Terms of the Acquisition*) and Part 4 (*The Scheme of Arrangement*) of this Document, each Scheme Shareholder will be entitled to receive:

54 pence for each Smoove Share (the “Consideration”)

The Consideration of 54 pence per Smoove Share values the entire issued and to be issued share capital of Smoove at approximately £30.8 million on a fully diluted basis and represents a premium of approximately:

- 69.3 per cent. to the Closing Price of 31.9 pence per Smoove Share on 21 April 2023 (being the last Business Day before the commencement of the Offer Period);
- 74.1 per cent. to the volume-weighted average Closing Price of 31.0 pence per Smoove Share for the one-month period ended 21 April 2023 (being the last Business Day before the commencement of the Offer Period); and
- 43.9 per cent. to the volume-weighted average Closing Price of 37.5 pence per Smoove Share for the three-month period ended 21 April 2023 (being the last Business Day before the commencement of the Offer Period).

If, on or after the Announcement Date and before the Effective Date, any dividend, distribution or other return of capital or value is announced, declared, made or paid by Smoove or becomes payable by Smoove in respect of the Smoove Shares, Digcom reserves the right to reduce the Consideration payable pursuant to the Acquisition by an amount up to the amount of such dividend and/or distribution and/or other return of capital or value. In such circumstances, Smoove Shareholders would be entitled to receive and retain any such dividend and/or other distribution and/or return of capital or value.

In the event that the Acquisition is to be implemented by way of a Takeover Offer, Smoove Shares will be acquired pursuant to the Takeover Offer fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto including the right to receive and retain all dividends and distributions declared, made or paid by reference to a record date after the Effective Date.

3. Information on the Smoove Group

Smoove provides online digital platforms for everyone involved in the buying, selling, and refinancing of property in the UK. Smoove is investing in new technology to generate more value from its partner relationships, develop new revenue streams, and build products that improve the experience of consumers.

eConveyancer is a platform that brings together conveyancers and introducers such as mortgage brokers and lenders to offer a conveyancing comparison service to consumers. The eConveyancer offering includes value-added tools such as DigitalMove, an onboarding and messaging service that helps all participants in the conveyancing process to communicate and collaborate. In the most recent financial year, eConveyancer generated 69,662 conveyancing instructions and 53,224 conveyancing completions. eConveyancer and its related services account for the vast majority of Smoove’s revenue.

Smoove Complete is a platform for self-employed Consultant Conveyancing Lawyers (“**CCLs**”). In exchange for a share of the conveyancing fee income, Smoove provides CCLs with a suite of services including onboarding and post-completion services, as well as support infrastructure including technology, regulatory oversight and professional indemnity insurance. The business is an area of strategic focus, but because it only recently began trading in late October 2022, it made a minimal contribution to Smoove Group revenues

in the most recent financial year. Smoove Complete trades within ALL, a conveyancing law firm acquired by Smoove in October 2021.

Legal Eye provides risk management and compliance services to solicitors and licensed conveyancers. Legal Eye accounted for approximately four per cent. of Smoove Group revenue in the most recent financial year.

Smoove Start launched in August 2022 after a well-received limited product pilot. The software provides a service to estate agents encompassing ID verification, anti-money laundering, and upfront information. In response to challenging market conditions the product was pivoted to focus on a conveyancing-led offering to emphasise the fee earning potential to estate agents from referral of cases into eConveyancer. Given its limited trading history, Smoove Start made a minimal contribution to Smoove Group revenues in the most recent financial year.

Smoove's business was founded in 2003 and Smoove was admitted to AIM in July 2014.

4. Current trading

To date, Smoove has continued to trade in line with the Smoove Board's expectations during the first half of the current financial year. This period has been characterised by continued growth in the remortgage segment and year-on-year volume declines in the transactional segment. The latter trend reflects deteriorating conditions in the housing market as increased costs in mortgage finance since the start of the current financial year have led to lower market transaction volumes and falling real house prices. The cash balance at 30 September 2023 was £9.2 million. The reduced rate of cash burn has benefitted from the impact of previously announced cost reduction initiatives.

5. Information on the PEXA Group and Digcom

The PEXA Group

PEXA is the operator of the leading digital property settlements platform in Australia, employing approximately 1,000 people and listed on the ASX with a market cap of A\$2.016 billion on the Last Practicable Date

Having started in 2010 as a joint initiative of various state governments and the largest banks in Australia to phase out the use of inefficient paper-based property settlements, the PEXA Group today offers the world's first digital platform for managing the lodgement and settlement of property transactions.

"PEXA Exchange" operates primarily as an ELNO facilitating the electronic lodgement and settlement of property transactions through an integrated, cloud-based platform connecting key property market stakeholders.

PEXA Exchange's facilitation of secure, reliable and efficient digital settlements has established the platform as a critical and trusted component of the Australian property market, providing confidence and stability for all participants in a property transaction.

Through its PEXA Digital Growth business, PEXA offers property-related insight and analytics solutions to its customers and stakeholders which aim to reduce transaction costs in the property chain and enhance the experience of developing, buying and selling, financing, settling, owning, and servicing property. PEXA Digital Growth also identifies and invests in opportunities across the property ecosystem to complement and enhance its core insights and analytics offering.

For the year ended 30 June 2023, PEXA Group generated business revenue of A\$283.4 million and an operating EBITDA of A\$98.7 million. Additional information on PEXA Group's latest financial results can be found at <https://investors.pexa.com.au/investor-centre/?page=results-centre>.

The Acquisition will be funded through cash currently held by PEXA, which has been drawn down by PEXA under its existing facility and a newly established facility (which can be used for general commercial requirements and has a limit of \$40 million AUD).

Digcom

Having created the leading digital property settlements platform in Australia, Digcom was established in 2020 to enable PEXA to enter the UK market and implement its strategy to transform the UK property market.

In seeking to extend its digital property settlements platform knowledge in new geographies, the PEXA Group launched its remortgage offering in the UK in September 2022 following the successful testing of the PEXA settlement payment solution with the Bank of England. Shortly after the UK launch, Digcom acquired Optima Legal, a high-volume remortgage conveyancing firm that provides legal services in the UK remortgage market.

6. Smoove Share Plans

The Scheme will apply to any Smoove Shares which are unconditionally allotted, issued, or transferred before the Scheme Record Time to satisfy the vesting and/or exercise of outstanding awards over Smoove Shares under the Smoove Share Plans.

It is proposed to amend the Smoove Articles at the General Meeting to provide that, if the Scheme becomes Effective, any Smoove Shares issued to any person other than Digcom and/or its nominees after the Scheme Record Time (including in satisfaction of the exercise of options under the Smoove Share Plans) will be automatically transferred to Digcom on the same terms as the Scheme Shareholders under the Scheme. Further information in respect of the proposed amendments to the Smoove Articles is contained in paragraph 11 of this Part 2 (*Explanatory Statement*) of this Document and in the Notice of General Meeting at Part 11 (*Notice of General Meeting*) of this Document.

Participants in the Smoove Share Plans will be contacted separately regarding the effect of the Acquisition on their rights under the Scheme and provided with further details concerning the proposals being made to them. A summary of the effect of the Scheme on the rights of the participants in the Smoove Share Plans is set out below. In the event of any conflict between the summary set out below and the rules of the Smoove Share Plans, the Share Plan Letters and/or the proposed amendments to the Smoove Articles, the rules of the relevant Smoove Share Plan, the terms of the Share Plan Letters or the amendments to the Smoove Articles, if approved at the General Meeting (as the case may be), will prevail.

Options outstanding under the Smoove Share Plans will, in consequence of the Acquisition and in accordance with participants' contractual rights under the rules of the relevant Smoove Share Plan, be or become exercisable for a specified period following the date of the Court Hearing. The exercise price of some of those options is in excess of the Consideration, and the exercise of certain other options is subject to a share price condition which will not be met in connection with the Acquisition. As a result, it is expected that only certain of the options (over an aggregate of 1,675,980 Smoove Shares) will be exercised in connection with the Acquisition. It is expected that these options will be satisfied in part by using issued Smoove Shares held within the Smoove EBT and in part by newly issued Smoove Shares.

Awards under the JOAs are also subject to a share price condition which will not be met in connection with the Acquisition, and therefore those awards will not vest in connection with the Acquisition.

Holders of awards under the SIP will become entitled to receive value from their Smoove Shares held in the SIP trust in consequence of the Acquisition and in accordance with participants' contractual rights under the rules of the SIP. The SIP trustee, as the legal owner of the Smoove Shares, will distribute the funds to employees following the Acquisition. As at the Last Practicable Date, the SIP trust holds on behalf of the SIP participants 91,958 Smoove Shares with monthly allocations being made on the 10th day of each month (such allocations to be purchased by the SIP trustee on market).

7. Financing Arrangements

The Consideration payable by Digcom under the terms of the Acquisition will be financed using the existing cash resources of PEXA.

Deutsche Numis, in its capacity as financial adviser to PEXA and Digcom, is satisfied that sufficient resources are available to Digcom to satisfy in full the Consideration payable by Digcom to Smoove Shareholders pursuant to the Acquisition.

8. Description of the Scheme

The Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement between Smoove and the Scheme Shareholders who are on the register of members of Smoove at the Scheme Record Time, under Part 26 of the Companies Act. The procedure requires approval by Scheme Shareholders at the Court Meeting and approval of the Resolution by the Smoove Shareholders at the General Meeting, and sanction of the Scheme by the Court. The Scheme is set out in full in Part 4 (*The Scheme of Arrangement*) of this Document.

The purpose of the Scheme is to provide for Digcom to become the owner of the entire issued and to be issued share capital of Smoove. This is to be achieved by the transfer of the Scheme Shares held by the Scheme Shareholders to Digcom, in consideration for which Digcom will pay the Consideration, on the basis described in paragraph 2 of this Part 2 (*Explanatory Statement*) of this Document.

The implementation of the Scheme is subject to the Conditions and certain further terms set out in Part 3 (*Conditions to and Further Terms of the Acquisition*) of this Document, and will only become Effective if, among other things, the following events occur on or before 11.59 p.m. on the Long Stop Date (or such later date as Digcom and Smoove may, with the consent of the Panel, agree and, if required, the Court may approve):

- a resolution to approve the Scheme is passed by a majority in number of Scheme Shareholders entitled to vote and present and voting, in person or by proxy, at the Court Meeting representing not less than 75 per cent. in value of the Scheme Shares voted (or at any adjournment of such meeting) on or before 6 December 2023 (or such later date, if any, as may be agreed between Digcom and Smoove and, if required, the Court may allow);
- the Resolution is passed by the requisite majority of Smoove Shareholders at the General Meeting to be held on or before 6 December 2023 (or such later date, if any, as Digcom and Smoove may agree and, if required, the Court may allow) (which will require the approval of Smoove Shareholders representing at least 75 per cent. of the votes cast at the General Meeting either in person or by proxy);
- certain regulatory approvals as described in Part 3 (*Conditions to and Further Terms of the Acquisition*) are obtained (or waived, as applicable);
- following the Meetings, the Scheme with or without modification (but subject to any such modification being acceptable to Digcom and Smoove) is sanctioned by the Court at the Court Hearing; and
- following such sanction, a copy of the Court Order is delivered to the Registrar of Companies.

Once the necessary approvals from the Scheme Shareholders and the Smoove Shareholders have been obtained and the other Conditions have been satisfied or (where applicable) waived and the Scheme has been approved by the Court, the Scheme will become Effective upon delivery of the Court Order to the Registrar of Companies.

Upon the Scheme becoming Effective: (i) it will be binding on all Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting, and if they attended and voted, whether or not they voted in favour of, or against, or abstained from voting on the Scheme at the Court Meeting or the Resolution to be proposed at the General Meeting; (ii) share certificates in respect of Smoove Shares will cease to be valid; and (iii) entitlements to Smoove Shares held within CREST will be cancelled. The Consideration will be dispatched to Scheme Shareholders by Digcom no later than 14 days after the Effective Date.

Any Smoove Shares issued before the Scheme Record Time will be subject to the terms of the Scheme. The Resolution, amongst other matters, provides that the Smoove Articles be amended to incorporate provisions requiring any Smoove Shares issued at or after the Scheme Record Time (other than to Digcom and/or its nominees) to be automatically transferred to Digcom on the same terms as under the Acquisition (other than terms as to timings and formalities). The provisions of the Smoove Articles (as amended) will avoid any person (other than Digcom and/or its nominees) holding shares in the capital of Smoove after the Effective Date.

If the Scheme does not become Effective by 11.59 p.m. on the Long Stop Date (or such later date as Smoove and Digcom may, with the consent of the Panel, agree and, if required, the Court may approve), it will lapse and the Acquisition will not proceed.

9. Smoove Directors and senior manager and the effect of the Scheme on their interests

Shareholdings and irrevocable undertakings

Details of the interests of the Smoove Directors in Smoove Shares are set out in paragraph 4 of Part 7 (*Additional Information*) of this Document. Scheme Shares held by the Smoove Directors at the Scheme Record Time will be subject to the Scheme.

Details of the irrevocable undertakings provided by the Smoove Directors are set out in paragraph 6 of Part 7 (*Additional Information*) of this Document.

Smoove Share Plans

In common with the other participants in the Smoove Share Plans, Smoove Directors who hold awards or options will be able to receive Smoove Shares under such awards or options, to the extent such awards or options vest or become exercisable.

Martin Rowland has been granted options over 750,000 Smoove Shares under the Smoove Share Plans, Jesper With-Fogstrup has been granted options and JOA awards over 2,175,000 Smoove Shares under the Smoove Share Plans and Michael Cress has been granted options over 750,000 Smoove Shares under the Smoove Share Plans. Save for the options over 750,000 Smoove Shares granted to Martin Rowland which will be exercisable as a result of the Acquisition, it is not expected any of these options or awards will be exercised or vest as part of the Acquisition as they are either underwater (i.e. the exercise price is in excess of the Consideration), or they are subject to performance share price triggers which are in excess of the Consideration and so will not be met. It is therefore expected that those options and awards (other than the options granted over 750,000 Smoove Shares to Martin Rowland) will lapse in accordance with the applicable Smoove Share Plan rules.

Bonus

Jesper With-Fogstrup and Michael Cress are each entitled to receive transaction bonuses in the event of a cash offer resulting in the acquisition of Smoove by a third party. Their respective entitlements are:

- Jesper With-Fogstrup - £150,000; and
- Michael Cress - £75,000.

Service agreements

Details of the service contracts (including termination provisions) and letters of appointment of the Smoove Directors are set out in paragraph 9 of Part 7 (*Additional Information*) of this Document.

Save as set out in this Document, the effect of the Scheme on the interests of the Smoove Directors does not differ from the effect of the Scheme on the like interests of other persons.

10. Smoove Shareholder Meetings

(a) Smoove Shareholder approvals

The Acquisition is subject to the approval of Smoove Shareholders by the passing of a resolution at the Court Meeting. The Scheme must be approved by a majority in number of the Scheme Shareholders entitled to vote and present and voting, either in person or by proxy, representing not less than 75 per cent. in value of the Scheme Shares voted by such Scheme Shareholders. In addition, the Resolution must be passed at the General Meeting to authorise the Smoove Directors to (a) implement the Scheme and (b) amend the Smoove Articles, as described in paragraph 11 of this Part 2 (*Explanatory Statement*) below. To be passed, the Resolution requires the approval of Smoove Shareholders present and voting (either in person or by proxy) representing at least 75 per cent. of the votes cast at the General Meeting.

(i) The Court Meeting

The Court Meeting has been convened at the direction of the Court for 11.00 a.m. on 14 November 2023 to enable Scheme Shareholders to consider and, if thought fit, approve the Scheme.

At the Court Meeting, voting will be by poll (and not a show of hands) and each Scheme Shareholder present in person or by proxy will be entitled to one vote for each Scheme Share held as at the Voting Record Time. The approval required at the Court Meeting is a majority in number of the Scheme Shareholders present and voting, either in person or by proxy, representing not less than 75 per cent. in value of the Scheme Shares held by such Scheme Shareholders for which votes are cast.

It is important that, for the Court Meeting, as many votes as possible are cast so that the Court may be satisfied that there is a fair representation of opinion of the Scheme Shareholders. You are therefore urged to complete and return your Form of Proxy, in particular your BLUE Form of Proxy, or to submit a proxy appointment via CREST as soon as possible, in each case appointing the Chairman of the Court Meeting as your proxy. Smoove Shareholders are strongly encouraged to vote by appointing the Chairman of the relevant Smoove Shareholder Meeting as your proxy. Doing so will not prevent you from attending, speaking and voting in person at either the Court Meeting or the General Meeting, or any adjournment thereof.

(ii) ***The General Meeting***

In addition to the Court Meeting, the General Meeting has been convened for 11.15 a.m. on 14 November 2023 or, if later, as soon after that time as the Court Meeting has been concluded or adjourned, for Smoove Shareholders to consider and, if thought fit, pass, the Resolution necessary to implement the Scheme and certain related matters. The Resolution is proposed to approve:

- (A) giving the Smoove Board authority to take all necessary action to give effect to the Scheme; and
- (B) the amendment of the Smoove Articles in the manner described in paragraph 11 of this Part 2 (*Explanatory Statement*) of this Document.

Voting on the Resolution will be by poll, and each Smoove Shareholder present in person or by proxy will be entitled to one vote for every Smoove Share held as at the Voting Record Time. The approval required for the Resolution to be passed is at least 75 per cent. of the votes cast on the Resolution.

The quorum for the General Meeting will be two or more Smoove Shareholders present in person or by proxy.

Entitlement to attend, speak and vote at these meetings and the number of votes which may be cast at the meetings will be determined by reference to the register of members of Smoove at the Voting Record Time. All Smoove Shareholders whose names appear on the register of members of Smoove at 6.30 p.m. on 10 November 2023 or, if either the Court Meeting or the General Meeting is adjourned on the register of members at 6.30 p.m. on the day which is two days (excluding non-working days) before the date set for the adjourned meeting, shall be entitled to attend and speak and vote at the relevant meeting in respect of the number of Smoove Shares registered in their name at the relevant time.

Scheme Shareholders and Smoove Shareholders are strongly encouraged to appoint “the Chairman of the Meeting” as their proxy for each Smoove Shareholder Meeting. The Chairman of the relevant meeting may make any arrangement and impose any requirement or restriction they consider appropriate to ensure the security of the relevant Smoove Shareholder Meeting. Any other person appointed as proxy will be able to attend, speak and vote at the Court Meeting and the General Meeting (as applicable).

If you are in any doubt as to whether or not you are permitted to vote at the Smoove Shareholder Meetings (including by appointing a proxy), please call Equiniti between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used). Calls from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note

that Equiniti cannot provide advice on the merits of the Acquisition or give any financial, legal or tax advice.

Further details in relation to the action to be taken by Smoove Shareholders is set out on pages 9 to 11 of this Document and in paragraph 17 of this Part 2 (*Explanatory Statement*) of this Document.

You will find the Notice(s) of the Court Meeting and of the General Meeting set out in Part 10 (*Notice of Court Meeting*) of this Document and Part 11 (*Notice of General Meeting*) of this Document, respectively.

(b) ***Court Hearing to sanction the Scheme***

Under the Companies Act, the Scheme also requires the sanction of the Court.

Smoove will give adequate notice of the date and time of the Court Hearing to sanction the Scheme, once known, by issuing an announcement through a Regulatory Information Service. All Smoove Shareholders are entitled to attend the Court Hearing in person or through a legal representative to support or oppose the sanctioning of the Scheme.

The Court Hearing is expected to be held at The Royal Courts of Justice, The Rolls Buildings, Fetter Lane, London EC4A 1NL. However, the Court Hearing may be held remotely. Scheme Shareholders are entitled to attend and be heard at the Court Hearing to support or oppose the sanction of the Scheme, should they wish to do so, in person or represented by counsel.

The Scheme will become Effective in accordance with its terms as soon as a copy of the Court Order has been delivered to the Registrar of Companies for registration. This is currently expected to occur on the second Business Day following the date of the Court Hearing to sanction the Scheme, subject to satisfaction (or, where applicable, waiver) of the Conditions. Smoove and/or Digcom will make an announcement through a Regulatory Information Service as soon as practicable following the Scheme becoming Effective.

Upon the Scheme becoming Effective, it will be binding on all Scheme Shareholders, including any Scheme Shareholders who did not vote to approve the Scheme or who voted against the Scheme at the Court Meeting or against the Resolution at the General Meeting.

Unless the Scheme becomes Effective by no later than the Long Stop Date, or such later date as Smoove and Digcom may, with the consent of the Panel, agree and the Court, if required, may allow, the Scheme will not become Effective and the Acquisition will not proceed.

(c) ***Modifications to the Scheme***

The Scheme contains a provision for Smoove and Digcom to consent on behalf of all persons concerned to any modification of, or addition to, the Scheme or to any condition approved or imposed by the Court. The Court would be unlikely to approve any modification of, or additions to, or impose a condition to the Scheme which might be material to the interests of the Scheme Shareholders unless Scheme Shareholders were informed of such modification, addition or condition. It would be a matter for the Court to decide, in its discretion, whether or not a further meeting of Scheme Shareholders should be held in these circumstances for the purpose of approving any such modification, addition or condition.

11. Amendments to the Smoove Articles

It is proposed, as part of the Resolution, to, among other things, amend the Smoove Articles to ensure that any Smoove Shares issued or transferred from treasury under the Smoove Share Plans or otherwise on or after passing the Resolution and before the Scheme Record Time will be subject to and bound by the Scheme. It is also proposed to amend the Smoove Articles so that any Smoove Shares issued or transferred from treasury to any person other than Digcom (and/or its nominee(s)) at or after the Scheme Record Time will be automatically acquired by Digcom (and/or its nominee(s)) on the same terms as the Scheme Shares under the Scheme (other than terms as to timing and formalities). This will avoid any person (other than

Digcom (and/or its nominee(s)) holding Smoove Shares after dealings in such shares have ceased. The Resolution set out in the notice of General Meeting in Part 11 (*Notice of General Meeting*) of this Document seeks the approval of Smoove Shareholders for such amendment at the General Meeting.

12. Offer-related arrangements

(a) Confidentiality Agreement

On 9 August 2023, PEXA and Smoove entered into the Confidentiality Agreement (replacing a previous non-disclosure agreement) in connection with the Acquisition, pursuant to which, amongst other things, the parties gave certain undertakings to: (i) subject to certain exceptions, keep information relating to the Acquisition and each other party confidential and not to disclose it to third parties; and (ii) use such confidential information only in connection with the Acquisition. These confidentiality obligations will remain in force until the earlier of 12 months from the date of the agreement and Completion.

(b) Co-operation Agreement

On 4 October 2023, Digcom and Smoove entered into the Co-operation Agreement in relation to the Acquisition. Pursuant to the Co-operation Agreement: (i) Digcom and Smoove have agreed to co-operate to assist with the satisfaction of certain regulatory conditions, subject to certain customary carve-outs; (ii) the parties have agreed to implement certain arrangements with respect to the Smoove Share Plans and other employee-related matters; and (iii) the parties have agreed to certain provisions if the Acquisition should switch to a Takeover Offer. In addition, Digcom has agreed to provide Smoove with certain information for the purposes of the Scheme Document and to otherwise assist with the preparation of the Scheme Document.

The Co-operation Agreement shall terminate, amongst other things: (i) where: (a) such termination is agreed between Digcom and Smoove; (b) the Scheme is not approved by the requisite majority of the Scheme Shareholders at the Court Meeting or the Resolutions are not passed by the requisite majority at the General Meeting; (c) the Scheme is not sanctioned by the Court; (ii) upon written notice of either party where: (a) prior to the Long Stop Date, a competing offer becomes effective or is declared unconditional; (b) the Smoove Directors withdraw their recommendation of the Acquisition or if the Smoove Directors recommend a competing proposal; or (iii) upon written notice by Digcom on Smoove: (a) prior to the Long Stop Date, a Condition which is either not capable of being waived or, where capable of being waived Digcom has confirmed that it will not waive said Condition, becomes incapable of satisfaction by the Long Stop Date in circumstances where invocation of the relevant Condition is permitted by the Panel.

13. Cancellation of admission to trading on AIM of Smoove Shares and re-registration of Smoove

Prior to the Scheme becoming Effective, it is intended that an application will be made to the London Stock Exchange to, subject to the Acquisition becoming Effective, cancel trading in Smoove Shares on AIM, with effect from or shortly after the Effective Date.

The last day of dealings in, and registration of transfers of, Smoove Shares on the London Stock Exchange is expected to be the Business Day immediately prior to the Effective Date and no transfers will be registered after 6.00 p.m. on that date.

On the Effective Date, Smoove will become a wholly-owned subsidiary of Digcom and share certificates in respect of Smoove Shares will cease to be valid and should be destroyed. In addition, entitlements held within CREST to the Smoove Shares will be cancelled on the Effective Date.

Upon the Scheme becoming Effective, Digcom will acquire the Smoove Shares fully paid and free from all liens, charges, equitable interests, encumbrances and rights of pre-emption and any other interests of any nature whatsoever and together with all rights attaching thereto including the right to receive and retain all dividends and distributions declared, made or paid by reference to a record date after the Effective Date.

It is also proposed, as part of the Resolution, that, subject to and conditional upon the Scheme becoming Effective, pursuant to section 97 of the Companies Act, Smoove be re-registered as a private limited company with the name "Smoove Limited" as soon as practicable following the Effective Date.

14. Settlement of the Consideration under the Scheme

Subject to the Scheme becoming Effective, settlement of the Consideration to which any Smoove Shareholder is entitled under the Scheme will be effected in the following manner:

(a) ***Smoove Shares in uncertificated form (that is, in CREST)***

Where, at the Scheme Record Time, a Scheme Shareholder holds Smoove Shares in uncertificated form, settlement of the Consideration to which such Scheme Shareholder is entitled will be paid through CREST. Digcom shall procure that Equiniti creates through Euroclear an assured payment obligation in respect of the Consideration due to such Scheme Shareholder in favour of the appropriate CREST account through which it holds such uncertificated Smoove Shares.

The CREST payment obligations will be created within 14 days of the Effective Date.

As from the Scheme Record Time, each holding of Scheme Shares credited to any stock account in CREST will be disabled and all Scheme Shares will be removed from CREST in due course.

Digcom reserves the right to pay any Consideration to all or any Scheme Shareholders who hold Smoove Shares in uncertificated form at the Scheme Record Time in the manner referred to in sub-paragraph (b) below if, for any reason, it wishes to do so or, for reasons outside its reasonable control, it is not able to effect settlement in accordance with this paragraph 14(a).

(b) ***Smoove Shares in certificated form (that is, not in CREST)***

Where, at the Scheme Record Time, a Scheme Shareholder holds Smoove Shares in certificated form, settlement of the Consideration to which the Scheme Shareholder is entitled will be made:

- (i) by cheque drawn on a branch of a UK clearing bank, and despatched by first class post (or international standard post, if overseas); or
- (ii) by such other method as may be approved by the Panel and the Court.

All such cash payments will be made in pounds sterling. Payments made by cheque will be payable to the Scheme Shareholder(s) concerned or, in the case of joint holders, to the joint holder whose name stands first in the register of members of Smoove in respect of such joint holding (save that, in the case of joint holders, Digcom reserves the right to make such payments to all joint holders on the register of members of Smoove). Cheques will be despatched by first class post (or by such other method as may be approved by the Panel) at the risk of the person entitled thereto as soon as practicable (and in any event within 14 calendar days or within such other time period as may be approved by the Panel) after the Effective Date. None of Smoove, Digcom, any nominee(s) of Smoove or Digcom or any of their respective agents will be responsible for any loss or delay in the transmission of cheques sent in this way and any such cheques are sent at the risk of the person(s) entitled thereto. The encashment of any cheque as is referred to in this paragraph shall be a complete discharge for the monies represented by it.

(c) ***Smoove Shares acquired by participants in the Smoove Share Plans***

In the case of Smoove Shares acquired by participants in the Smoove Share Plans after the Court Hearing and prior to the Scheme Record Time, pursuant to the exercise of options under the Smoove Share Plans, the method of settlement of the Consideration shall be determined by Smoove (including, but not limited to, procuring that payments are made through payroll (net of any exercise price, income tax and employee National Insurance contributions) as soon as reasonably practicable after the Effective Date in accordance with the Share Plan Letters and the rules of the relevant Smoove Share Plan). For the avoidance of doubt, the payment of any Consideration by Smoove through payroll shall be effected as soon as reasonably practicable after the Effective Date (but is not required to be effected within 14 days following the Effective Date).

(d) ***General***

All documents and remittances sent to Scheme Shareholders in accordance with this paragraph 14 will be sent at the risk of the person entitled thereto.

On and from the Effective Date, each certificate representing a holding of Scheme Shares will have ceased to be a valid document of title and should be destroyed or, at the request of Smoove, delivered up to Smoove, or to any person appointed by Smoove to receive the same for cancellation. On and from the Effective Date, entitlements to Scheme Shares held within CREST will be cancelled.

Save with the consent of the Panel, settlement of the consideration to which any Scheme Shareholder is due under the Scheme will be implemented in full in accordance with the terms set out in this Part 2 (*Explanatory Statement*) of this Document without regard to any lien, right of set off, counterclaim or analogous right to which Digcom may otherwise be, or claim to be, entitled against any Scheme Shareholder.

15. Overseas Shareholders

The availability of the Scheme and the Acquisition to Smoove Shareholders who are not resident in and citizens of the United Kingdom (“**Overseas Shareholders**”) may be affected by the laws of the relevant jurisdictions in which they are located or of which they are a citizen. Overseas Shareholders should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions. In particular, the ability of Overseas Shareholders to vote their Smoove Shares with respect to the Scheme at the Meetings, or to execute and deliver Forms of Proxy (or other proxy instructions) appointing another to vote at the Meetings on their behalf, may be affected by the laws of the relevant jurisdictions in which they are located.

It is the responsibility of all Overseas Shareholders to satisfy themselves as to the full compliance of the laws of the relevant jurisdiction in connection with the Scheme and the Acquisition, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

Unless otherwise determined by Digcom or required by the Takeover Code, and permitted by applicable law and regulation, the Acquisition will not be made available, in whole or in part, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would constitute a violation of the relevant laws or regulations of such jurisdiction and no person may vote in favour of the Acquisition by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this Document and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction.

Overseas Shareholders should consult their own legal and tax advisers with regard to the legal and tax consequences of the Scheme to their particular circumstances.

All Smoove Shareholders (including, without limitation, nominees, trustees or custodians who would, or otherwise intend to, forward this Document and its accompanying documents to any jurisdiction outside the United Kingdom) should seek appropriate independent professional advice before taking any action.

16. United Kingdom taxation

Your attention is drawn to Part 6 (*Taxation*) of this Document. Although this Document contains certain tax-related information, **it is intended as a general guide only and is not advice. If you are in any doubt as to your tax position, or if you are subject to taxation in any jurisdiction other than the UK, you should consult an appropriately qualified independent professional tax adviser.**

17. Action to be taken

The documents

Smoove Shareholders will find enclosed with this Document:

- a BLUE Form of Proxy to be used in connection with the Court Meeting to be held on 14 November 2023;

- a YELLOW Form of Proxy to be used in connection with the General Meeting to be held on 14 November 2023; and
- pre-paid envelope for use in the UK only for the return of the Forms of Proxy.

If you hold Smoove Shares in uncertificated form through CREST, you may instead appoint a proxy by completing and transmitting a CREST Proxy Instruction to Smoove's Registrar (please also refer to the accompanying notes for the Notice of General Meeting set out in Part 11 (*Notice of General Meeting*) of this Document).

If you are a Smoove Shareholder and have not received these documents, (as applicable to you), please contact Smoove's Registrar, Equiniti, between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used). Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that Equiniti cannot provide advice on the merits of the Acquisition or give any financial, legal or tax advice.

Appointment of proxies

Whether or not you intend to attend the Court Meeting and/or the General Meeting, please complete and sign both Forms of Proxy and return them by post to Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, or by hand, during normal business hours only, to Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. For your convenience, a pre-paid envelope (for use in the UK only) has been provided with respect to the Forms of Proxy. Or if you hold Smoove Shares in CREST, complete and transmit a CREST Proxy Instruction as soon as possible and, in any event, so as to arrive by the time specified below on 10 November 2023.

If the BLUE Form of Proxy for the Court Meeting is not lodged so as to be received by 11.00 a.m. on 10 November 2023, it may be handed to the Chairman of the Court Meeting before the start of the Court Meeting. However, in the case of the General Meeting, unless the YELLOW Form of Proxy is lodged so as to be received by 11.15 a.m. on 10 November 2023, it will be invalid. The completion and return of a Form of Proxy or transmittal of a CREST Proxy Instruction will not prevent you from attending the Court Meeting or the General Meeting and voting in person, if you so wish and are so entitled.

Proxies submitted via CREST (under CREST ID RA19) must be received by Equiniti not later than 11.00 a.m. on 10 November 2023 in the case of the Court Meeting and 11.15 a.m. on 10 November 2023 in the case of the General Meeting (or, in the case of an adjourned meeting, not less than two days (excluding non-working days) prior to the time and date set for the adjourned meeting).

General

Notices convening the Court Meeting and the General Meeting are set out in Part 10 (*Notice of Court Meeting*) and Part 11 (*Notice of General Meeting*) of this Document, respectively.

It is important that as many votes as possible are cast at the Court Meeting so that the Court may be satisfied that there is a fair representation of Scheme Shareholder opinion. You are therefore strongly encouraged to sign and return the BLUE Form of Proxy for the Court Meeting as soon as possible. You are also encouraged to sign and return the YELLOW Form of Proxy for the General Meeting at the same time as the BLUE Form of Proxy for the Court Meeting or, if you hold Smoove Shares in CREST, via a CREST Proxy Instruction.

Shareholder helpline

If you have any questions relating to this Document or the completion and return of your Forms of Proxy, please contact Equiniti between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used). Calls to the helpline from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that Equiniti cannot provide advice on the merits of the Acquisition or give any financial, legal or tax advice.

18. Further information

The terms of the Scheme are set out in full in Part 4 (*The Scheme of Arrangement*) of this Document. Further information regarding Smoove, Digcom and PEXA is set out in Part 7 (*Additional Information*) of this Document. Your attention is also drawn to the further information contained in, or incorporated by reference into, this Document which forms part of this Explanatory Statement.

Yours faithfully,

Adrian Hadden

For and on behalf of
Cavendish Securities plc

PART 3

CONDITIONS TO AND FURTHER TERMS OF THE ACQUISITION

The Acquisition and the Scheme is subject to the Conditions and further terms set out in this Part 3 (*Conditions and Further Terms of the Acquisition*) of this Document.

PART A: CONDITIONS TO THE SCHEME AND THE ACQUISITION

1. The Acquisition is conditional upon the Scheme becoming unconditional and becoming Effective, subject to the provisions of the Takeover Code, by no later than 11.59 p.m. on the Long Stop Date.

Scheme approval condition

2. The Scheme will be conditional upon:
 - (A) (i) its approval by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders who are on the register of members of Smoove (or the relevant class or classes thereof, if applicable) at the Voting Record Time, present and voting (and entitled to vote), whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court or at any adjournment of any such meeting; and (ii) such Court Meeting and any such separate class meeting being held on or before the 22nd day after the expected date of the Court Meeting as set out in this Document (or such later date, if any, as Digcom and Smoove may agree and (if required) the Court may allow);
 - (B) (i) the Resolution necessary to approve and implement the Scheme being duly passed by the requisite majority or majorities at the General Meeting or at any adjournment of that meeting; and (ii) such General Meeting being held on or before the 22nd day after the expected date of the General Meeting as set out in this Document (or such later date, if any, as Digcom and Smoove may agree and (if required) the Court may allow); and
 - (C) (i) the sanction of the Scheme by the Court with or without modification (but subject to any such modification being acceptable to Digcom and Smoove) and the delivery of the Court Order to the Registrar of Companies; and (ii) the Court Hearing being held on or before the 22nd day after the expected date of the Court Hearing as set out in this Document (or such later date, if any, as Digcom and Smoove may agree and (if required) the court may allow).

General conditions

3. In addition, subject to as stated in Part B of this Part 3 (*Conditions to and Further Terms of the Acquisition*) of this Document and to the requirements of the Panel, Digcom and Smoove have agreed that the Acquisition is conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless the following Conditions (as amended if appropriate) have been satisfied, or, where relevant, waived (subject in respect of Conditions 3(A) and 3(B) to Digcom only being required to accept an outcome consistent with its commitment to use reasonable endeavours to satisfy the Conditions as set out in clause 3 of the Co-operation Agreement):

Regulatory

- (A) **CLC Approvals**
 - (i) in respect of each person who will, as a result of the Acquisition, acquire a restricted interest (as defined in Schedule 13, Paragraph 2(1) of the LSA) in ALL (the "**CLC Regulated Firm**"), and who is required to notify the CLC of such acquisition under Schedule 13, Paragraph 21(2) of the LSA, the CLC:
 - (a) providing its unconditional approval (by virtue of Schedule 13, Paragraph 27 of the LSA) of the acquisition of the relevant interest in the CLC Regulated Firm; or

- (b) making a conditional approval of the acquisition of such notifiable interest (as defined in Schedule 13, Paragraph 21(4)(b) of the LSA) by virtue of Schedule 13, Paragraph 28 of the LSA, with such conditions being on terms satisfactory to Digcom (acting reasonably);
- (ii) in respect of each natural person who will, as a result of the Acquisition, be deemed to be a beneficial owner (as defined in the MLRs) of the CLC Regulated Firm, the CLC:
 - (a) providing its unconditional approval of the deemed beneficial ownership (as applicable); or
 - (b) making a conditional approval of the deemed beneficial ownership (as applicable), with such conditions being on terms satisfactory to Digcom (acting reasonably);
- (iii) in respect of each other approval from the CLC (in relation to the CLC Regulated Firm or any other person or otherwise) as a result of the Acquisition as the CLC shall require (each, an **“Additional CLC Approval Matter”**), the CLC:
 - (a) providing its unconditional approval in respect of each Additional CLC Approval Matter; or
 - (b) making a conditional approval in respect of the Additional CLC Approval Matter, with such conditions being on terms satisfactory to Digcom (acting reasonably); and
- (iv) the CLC not having cancelled or materially varied, and not having notified (or intimated that it intends to notify) any proposal to cancel or materially vary, any permission or approval or authorisation in respect of the CLC Regulated Firm including, without limitation, in respect of any approval or authorisation granted in accordance with paragraphs (A)(i) or (A)(ii) or (A)(iii) above;

(B) **Antitrust approvals and clearances**

one of the following has occurred:

- (i) the CMA having indicated in a response to a briefing paper that it has no further questions at that stage in relation to the Acquisition; and as at the date on which all other Conditions are satisfied or waived, the CMA has not: (1) requested submission of a merger notice; or (2) otherwise given notice to either party that it is commencing an investigation under the merger control provisions of the Enterprise Act 2002; or
- (ii) where the CMA has commenced an investigation following the submission of a merger notice or a briefing paper, the CMA:
 - (a) in accordance with section 33(1) of the Enterprise Act 2002, announcing that it has decided not to refer the Acquisition to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013 (a **“Referral”**); or
 - (b) in accordance with section 73(2) of the Enterprise Act 2002, formally accepting undertakings in lieu of a Referral offered by Digcom, or a modified version of them;

General Third Party clearances

- (C) other than in respect of any briefing paper, notification and/or filing required in connection with the Conditions set out in paragraphs 3(A) and 3(B) above (to which only Conditions 3(A) and 3(B) above shall apply, as applicable), the waiver (or non-exercise within any applicable time limits) by any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction (each a **“Third Party”**) of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Smoove Group taken as a whole) arising as a result of or in connection with the Scheme or the Acquisition;
- (D) other than in respect of any briefing paper, notification and/or filing required in connection with the Conditions set out in paragraphs 3(A) and 3(B) above (to which only Conditions 3(A) and 3(B) above shall apply, as applicable), all notifications, necessary filings or applications having been made in connection with the Acquisition and all statutory or regulatory obligations in any jurisdiction which are necessary or reasonably considered necessary by Digcom having been complied with in connection with the Acquisition or the acquisition by any member of the Wider PEXA Group of any shares or other securities in, or control of, Smoove and all authorisations, orders, recognitions, grants, determinations,

confirmations, consents, licences, clearances, permissions, exemptions and approvals reasonably deemed necessary or appropriate by Digcom or any member of the Wider PEXA Group for or in respect of the Acquisition including without limitation, its implementation or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Smoove or any member of the Wider Smoove Group by any member of the Wider PEXA Group having been obtained in terms and in a form reasonably satisfactory to Digcom from all appropriate Third Parties or persons with whom any member of the Wider Smoove Group has entered into contractual arrangements in each case where the direct consequence of the absence of such notification, filing or application would have a material adverse effect on the Wider Smoove Group or the Wider PEXA Group in each case taken as a whole or in the context of the Acquisition, and all such authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals necessary or appropriate to carry on the business of any member of the Wider Smoove Group which is material in the context of the Wider PEXA Group or the Wider Smoove Group as a whole or in the context of the Acquisition remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;

- (E) other than in respect of any briefing paper, notification and/or filing required in connection with the Conditions set out in paragraphs 3(A) and 3(B) above (to which only Conditions 3(A) and 3(B) above shall apply, as applicable), no Third Party having given notice of a decision to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference (and, in each case, not having withdrawn the same), or having required any action to be taken, or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision or order or change to published practice, and there not continuing to be outstanding any statute, regulation, decision or order or having taken any other action or step which would or might reasonably be expected to:
- (i) require, prevent or delay the divestiture, or alter the terms envisaged for any proposed divestiture, by any member of the Wider PEXA Group or any member of the Wider Smoove Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider PEXA Group or the Wider Smoove Group in either case taken as a whole or in the context of the Acquisition;
 - (ii) require, prevent or materially delay the divestiture by any member of the Wider PEXA Group of any shares or other securities in Smoove;
 - (iii) impose any limitation on, or result in a delay in, the ability of any member of the Wider PEXA Group directly or indirectly to acquire or to hold or to exercise effectively any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Smoove Group or the Wider PEXA Group or to exercise voting or management control over any such member which, in any such case, is material in the context of the Wider PEXA Group or the Wider Smoove Group in either case taken as a whole;
 - (iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider PEXA Group or of any member of the Wider Smoove Group to an extent which is material in the context of the Wider PEXA Group or the Wider Smoove Group in either case taken as a whole;
 - (v) make the Scheme or Acquisition or, in each case, its implementation or the acquisition or proposed acquisition by Digcom or any member of the Wider PEXA Group of any shares or other securities in, or control of, Smoove void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, materially delay or challenge or otherwise interfere with the same, or impose additional conditions or obligations with respect thereto;
 - (vi) require any member of the Wider PEXA Group or the Wider Smoove Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Smoove Group or the Wider PEXA Group owned by any third party;
 - (vii) impose any limitation on the ability of any member of the Wider Smoove Group to co-ordinate its business, or any part of it, with the businesses of any other members which is adverse to and material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition; or

- (viii) result in any member of the Wider Smoove Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods (including any extensions thereof) during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Scheme or the Acquisition, or the acquisition or proposed acquisition of any Smoove Shares having expired, lapsed or been terminated;

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

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

and, save as Disclosed, no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Smoove Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) (inclusive) of this paragraph 3(F), in each case to the extent material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition;

Certain events occurring since 31 March 2023

- (G) save as Disclosed, no member of the Wider Smoove Group, since 31 March 2023, having:

- (i) save as between Smoove and wholly-owned subsidiaries of Smoove or for Smoove Shares issued under or pursuant to the exercise of options and vesting of awards granted under the Smoove Share Plans, issued, or agreed to issue, authorised or proposed or announced its intention to authorise or propose the issue of additional shares of any class;
- (ii) save as between Smoove and wholly-owned subsidiaries of Smoove or for the grant of options and awards and other rights granted under the Smoove Share Plans, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
- (iii) other than to another member of the Smoove Group, prior to the Acquisition becoming Effective, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise;
- (iv) save for intra-Smoove Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case other than in the ordinary course of business;
- (v) save for intra-Smoove Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital;
- (vi) issued, authorised or proposed the issue of, or made any changes in or to, any debentures or (save for intra-Smoove Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any contingent liability;
- (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraphs (i) or (ii) of this paragraph 3(G), made any other change to any part of its share capital;
- (viii) save for intra-Smoove Group transactions, implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business;
- (ix) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction, arrangement or commitment (whether in respect of capital expenditure or otherwise) which:
 - (a) is of a long term, onerous or unusual nature or magnitude or which involves or could involve an obligation of such nature or magnitude (save in the ordinary course of business); or
 - (b) would or could reasonably be expected to be restrictive on the businesses of any member of the Wider Smoove Group or the Wider PEXA Group (other than to a nature and extent which is normal in the context of the business concerned),
 and, in either case, is material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition;
- (x) (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or steps or had any legal proceedings started or threatened against it in relation to the suspension of payments, a moratorium of any indebtedness, or petition presented or order made for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, manager, trustee or similar officer of all or any part of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed in each case to the extent material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition;
- (xi) waived or compromised any claim otherwise than in the ordinary course of business which is material in the context of the Wider Smoove Group taken as a whole;
- (xii) made any material alteration to its memorandum or articles of association or other incorporation documents;

- (xiii) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (xiv) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or proposed to, effect any of the transactions, matters or events referred to in this paragraph 3(G);
- (xv) made or agreed or consented to any change to:
 - (a) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Smoove Group for its directors, employees or their dependents;
 - (b) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
 - (c) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - (d) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,
 in each case, to the extent material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition;
- (xvi) save as agreed by the Panel (if required) and Digcom, proposed, agreed to provide or modified the terms of any of the Smoove Share Plans or other benefit constituting a material change relating to the employment or termination of employment of a material category of persons employed by the Wider Smoove Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider Smoove Group, or entered into or changed the terms of or made any offer (which remains open for acceptance) to enter into or change the terms of any contract with any director or senior executive employed by the Wider Smoove Group;
- (xvii) taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Smoove Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code;

No adverse change, litigation or regulatory enquiry

- (H) save as Disclosed, since 31 March 2023:
 - (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits, operational performance or prospects of any member of the Wider Smoove Group which, in any such case, is material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition;
 - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Smoove Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no enquiry, review or investigation by, or complaint or reference to, any Third Party or other investigative body against or in respect of any member of the Wider Smoove Group having been instituted announced, implemented or threatened by or against or remaining outstanding in respect of any member of the Wider Smoove Group which in any such case has or would reasonably be expected to materially adversely affect any member of the Wider Smoove Group taken as a whole or in the context of the Acquisition;
 - (iii) no contingent or other liability of any member of the Wider Smoove Group having arisen or become apparent to Digcom which has or would reasonably be likely to materially adversely affect any member of the Wider Smoove Group or in the context of the Acquisition;
 - (iv) no member of the Wider Smoove Group having conducted its business in breach of any applicable laws and regulations which is material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition;

- (v) no steps having been taken which are reasonably likely to result in the withdrawal, cancellation, termination or modification of any licence or permit held by any member of the Wider Smoove Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which has had, or would reasonably be expected to have, a material adverse effect on the Wider Smoove Group taken as a whole or in the context of the Acquisition;

No discovery of certain matters

- (l) save as Disclosed, Digcom not having discovered:
 - (i) that any financial, business or other information concerning the Wider Smoove Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Smoove Group is misleading, contains a misrepresentation of fact or omits to state a fact necessary to make that information not misleading, and which was not subsequently corrected before the date of this Document by public disclosure, in each case, to the extent material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition;
 - (ii) that any member of the Wider Smoove Group or partnership, company or other entity in which any member of the Wider Smoove Group has a significant economic interest and which is not a subsidiary undertaking of Smoove is subject to any liability (contingent or otherwise), other than in the ordinary course of business and, in each case, to the extent material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition; or
 - (iii) any information which affects the import of any information Disclosed and which is material in the context of the Wider Smoove Group taken as a whole or in the context of the Acquisition;
- (J) save as Disclosed, Digcom not having discovered that, in relation to any release, emission, accumulation, discharge, disposal or other similar circumstance which has impaired or is likely to impair the environment (including property) or harmed or is likely to harm the health of humans, animals or other living organisms or eco-systems, any past or present member of the Wider Smoove Group, in a manner or to an extent which is material in the context of the Wider Smoove Group, (i) has committed any violation of any applicable laws, statutes, regulations, consents, licences, permissions, authorisations, notices or other requirements of any Third Party giving rise to a liability; and/or (ii) has incurred any liability (whether actual or contingent) to any Third Party; and/or (iii) is likely to incur any liability (whether actual or contingent), or is required, to make good, remediate, repair, re-instate or clean up the environment (including any property) in each case of (i), (ii) or (iii) which such liability or requirement would be material to the Wider Smoove Group taken as a whole or in the context of the Acquisition;

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

- (K) save as Disclosed, Digcom not having discovered that:
 - (i) any:
 - (a) past or present member, director, officer or employee of the Wider Smoove Group, in connection with their position in the Wider Smoove Group, is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks; or
 - (b) person that performs or has performed services for or on behalf of the Wider Smoove Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption or anti-bribery law, rule or regulation or any other applicable law, rule, or regulation concerning improper payments or kickbacks;
 - (ii) any asset of any member of the Wider Smoove Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition) or proceeds of crime under any other applicable law, rule, or regulation concerning money laundering or proceeds of crime or any member of the Wider Smoove Group is found to

- have engaged in activities constituting money laundering under any applicable law, rule, or regulation concerning money laundering;
- (iii) any past or present member, director, officer or employee of the Wider Smoove Group, or any other person for whom any such person may be liable or responsible, is or has engaged in any conduct which would violate applicable economic sanctions or dealt with, made any investments in, made any funds or assets available to or received any funds or assets from:
 - (a) any government, entity or individual in respect of which US, UK or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US, UK or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HM Revenue and Customs; or
 - (b) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United Kingdom, the European Union or any of their respective member states;
 - (iv) any past or present member, director, officer or employee of the Wider Smoove Group, or any other person for whom any such person may be liable or responsible:
 - (a) has engaged in conduct which would violate any relevant anti-terrorism laws, rules, or regulations, including but not limited to the U.S. Anti-Terrorism Act;
 - (b) has engaged in conduct which would violate any relevant anti-boycott law, rule, or regulation or any applicable export controls, including but not limited to the Export Administration Regulations administered and enforced by the U.S. Department of Commerce or the International Traffic in Arms Regulations administered and enforced by the U.S. Department of State;
 - (c) has engaged in conduct which would violate any relevant laws, rules, or regulations concerning human rights, including but not limited to any law, rule, or regulation concerning false imprisonment, torture or other cruel and unusual punishment, or child labour; or
 - (d) is debarred or otherwise rendered ineligible to bid for or to perform contracts for or with any government, governmental instrumentality, or international organization or found to have violated any applicable law, rule, or regulation concerning government contracting or public procurement; or
 - (v) any member of the Wider Smoove Group is or has been engaged in any transaction which would cause Digcom or any member of the Wider PEXA Group to be in breach of any law or regulation upon its offer for Smoove, including but not limited to the economic sanctions of the United States Office of Foreign Assets Control, or HM Revenue and Customs, or any other relevant government authority.

PART B: FURTHER TERMS OF THE ACQUISITION

1. Subject to the requirements of the Panel and the Takeover Code, Digcom reserves the right in its sole discretion to waive:
 - (A) the deadline set out in paragraph 1 of Part A of this Part 3 (*Conditions to and Further Terms of the Acquisition*) of this Document, and any of the deadlines set out in paragraph 2 of Part A of this Part 3 (*Conditions to and Further Terms of the Acquisition*) of this Document for the timing of the Court Meeting, the General Meeting and the Court Hearing. If any such deadline is not met, Digcom shall make an announcement by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked or waived the relevant Condition or agreed with Smoove to extend the deadline in relation to the relevant Condition; and
 - (B) in whole or in part, all or any of the Conditions set out in paragraphs 3(A) to 3(K) (inclusive) of Part A of this Part 3 (*Conditions to and Further Terms of the Acquisition*) of this Document.
2. Digcom shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as satisfied any of Conditions set out in paragraphs 3(A) to 3(K) (inclusive) of Part A of this Part 3 (*Conditions to and Further Terms of the Acquisition*) of this Document that it is entitled (with the consent of the Panel and subject to the requirements of the Takeover Code) to invoke, by a date earlier than the latest date specified above for the fulfilment or waiver thereof, notwithstanding that the other Condition may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any such Conditions may not be capable of fulfilment.
3. Under Rule 13.5(a) of the Takeover Code, Digcom may not invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Digcom in the context of the Acquisition. Conditions 2(A)(i), 2(B)(i) and 2(C)(i) of Part A of this Part 3 (*Conditions to and Further Terms of the Acquisition*) of this Document, and, if applicable, any acceptance condition if the Acquisition is implemented by means of a Takeover Offer, are not subject to Rule 13.5(a) of the Takeover Code. Digcom may only invoke a Condition that is subject to Rule 13.5(a) with the consent of the Panel and any Condition that is subject to Rule 13.5(a) may be waived by Digcom.
4. If Digcom is required by the Panel to make an offer for Smoove Shares under the provisions of Rule 9 of the Takeover Code, Digcom may make such alterations to any of the above Conditions and the terms of the Acquisition as are necessary to comply with the provisions of Rule 9.
5. Digcom reserves the right to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme (subject to the Panel's consent (where necessary) and the terms of the Co-operation Agreement). In such an event, the Acquisition will be implemented on the same terms and conditions (subject to appropriate amendments including (without limitation) the inclusion of an acceptance condition set at 90 per cent. of the Smoove Shares (or such other percentage as Digcom and Smoove may, subject to the rules of the Takeover Code and the terms of the Co-operation Agreement and with the consent of the Panel, decide, being in any case more than 50 per cent. of the Smoove Shares), or any amendments required by, or deemed appropriate by, Digcom under applicable law or any amendments necessary to reflect the Takeover Offer) as those that would apply to the Scheme. Further, if sufficient acceptances of such Takeover Offer are received and/or sufficient Smoove Shares are otherwise acquired, it is the intention of Digcom to apply the provisions of the Companies Act to acquire compulsorily any outstanding Smoove Shares to which such Takeover Offer relates.
6. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.
7. Smoove Shares which will be acquired pursuant to the Acquisition will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid or any other return of capital or value (whether by reduction of share capital or share premium account or otherwise) made on or after the Effective Date.

8. If, on or after the Announcement Date and before the Effective Date, any dividend, distribution or other return of capital or value is announced, declared, made or paid by Smoove or becomes payable by Smoove in respect of the Smoove Shares, Digcom reserves the right (without prejudice to any right of Digcom, with the consent of the Panel, to invoke the Condition set out in paragraph 3(G)(iii) of Part A to this Part 3 (*Conditions to and Further Terms of the Acquisition*) of this Document) to reduce the Consideration payable under the terms of the Acquisition for the Smoove Shares by an amount up to the amount of such dividend and/or distribution and/or other return of capital or value. In such circumstances, Smoove Shareholders would be entitled to receive and retain any such dividend and/or other distribution and/or return of capital or value. Any exercise by Digcom of its rights referred to in this paragraph 8 shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Acquisition.
9. The Acquisition will be governed by the laws of England and Wales and be subject to the jurisdiction of the English Courts and to the Conditions and certain further terms which are set out in this Part 3 (*Conditions to and Further Terms of the Acquisition*) of this Document and to the full terms which are set out in this Document. The Scheme is subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange (including pursuant to the AIM Rules) and the Registrar of Companies.
10. The Acquisition will not be made, directly or indirectly, in or into, or by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, telex, telephone, internet or e-mail) of interstate or foreign commerce of, or of any facility of, any Restricted Jurisdiction.
11. The availability of the Acquisition to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe, any applicable requirements.

PART 4

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2023-004212

IN THE MATTER OF SMOOVE PLC

and

IN THE MATTER OF THE COMPANIES ACT 2006

SCHEME OF ARRANGEMENT

(under Part 26 of the Companies Act 2006)

between

Smooove plc

and

the Scheme Shareholders

(as hereinafter defined)

PRELIMINARY

- (a) In this Scheme, unless inconsistent with the subject or context, the following expressions shall bear the following meanings:

“**£**”, “**pence**” or “**sterling**” means the lawful currency of the United Kingdom;

“**Announcement Date**” means 4 October 2023;

“**Business Day**” or “**working day**” means a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in London, England;

“**certificated**” or “**in certificated form**” means a share or other security which is not in uncertificated form (that is, not in CREST);

“**Companies Act**” means the Companies Act 2006;

“**Company**” or “**Smooove**” means Smooove plc, a public limited company incorporated in England and Wales registered with registered number 07466574;

“**Conditions**” means the conditions to the implementation of the Acquisition, as set out in Part A of Part 3 (*Conditions to and Further Terms of the Acquisition*) of the Scheme Document;

“**Consideration**” means the cash consideration payable by Digcom in connection with the Acquisition, being 54 pence for each Smooove Share;

“**Court**” means the High Court of Justice in England and Wales;

“**Court Hearing**” means the hearing by the Court to sanction the Scheme under section 899 of the Companies Act;

“**Court Meeting**” means the meeting of Scheme Shareholders convened pursuant to an order of the Court pursuant to Part 26 of the Companies Act for the purposes of considering and, if thought fit, approving the Scheme (with or without amendment) including any adjournment thereof;

“**Court Order**” means the order of the Court sanctioning the Scheme under section 899 of the Companies Act;

“**CREST**” means the relevant system (as defined in the Uncertificated Securities Regulations 2001) (SI 2001/3755) in respect of which Euroclear is the Operator (as defined in the Regulations);

“**Digcom**” means Digcom UK Holdings Limited, a private limited company incorporated in England and Wales (registered number 12829486), whose registered office is at 85 Great Portland Street, First Floor, London, England, W1W 7LT;

“**Digcom Group**” means Digcom and its subsidiary undertakings and, where the context permits, each of them;

“**Effective**” means this Scheme having become effective in accordance with its terms upon delivery of the Court Order to the Registrar of Companies;

“**Effective Date**” means the date on which the Scheme becomes effective in accordance with its terms;

“**Encumbrances**” means liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature;

“**Euroclear**” means Euroclear UK & Ireland Limited;

“**Excluded Shares**” means any Smoove Shares:

(a) registered in the name of, or beneficially owned by, (i) PEXA or any member of the PEXA Group; or (ii) any nominee of any of the foregoing; or

(b) held by Smoove in treasury as at the Scheme Record Time;

“**JOAs**” means the joint ownership agreements entered into in January 2023 between, amongst others, Smoove, the trustee of the Smoove EBT and the relevant employee;

“**holder**” means a registered holder and includes a person entitled by transmission;

“**Last Practicable Date**” means close of business on 13 October 2023 (being the last practicable date prior to the publication of the Scheme Document);

“**Long Stop Date**” means 30 April 2024, or such later date as may be agreed between Digcom and Smoove (with the Panel’s consent and as the Court may approve, if such approval is required);

“**members**” means members of Smoove on the register of members on any relevant date;

“**Panel**” means the Panel on Takeovers and Mergers;

“**parent undertaking**” means shall have the meaning given to such term in the Companies Act;

“**PEXA**” means PEXA Group Limited an Australian public company limited by shares with company number 629193764 whose registered office is Docklands, Victoria 3008 Australia;

“**PEXA Group**” means PEXA and its subsidiary undertakings and, where the context permits, each of them;

“**Registrar of Companies**” means the Registrar of Companies in England and Wales;

“**Scheme**” means this proposed scheme of arrangement made under Part 26 of the Companies Act between Smoove and the Scheme Shareholders in its present form or with or subject to any modification, addition or condition which Smoove and Digcom may agree and which the Court may approve or impose;

“**Scheme Document**” means the circular dated 16 October 2023 sent by Smoove to Smoove Shareholders and persons with information rights of which this Scheme forms a part, setting out, amongst other things, the details of the Acquisition, the full terms and conditions of the Scheme and containing notices convening the Meetings;

“**Scheme Record Time**” means 6.00 p.m. on the Business Day immediately prior to the Effective Date or such other date and/or time as Digcom and Smoove may agree;

“**Scheme Shareholder**” means the holder of Scheme Shares at any relevant date or time;

“Scheme Shares” means all Smoove Shares:

- (a) in issue on the date of the Scheme Document;
- (b) (if any) issued after the date of the Scheme Document but prior to the Voting Record Time; and
- (c) (if any) issued on or after the Voting Record Time but before the Scheme Record Time in respect of which the original or any subsequent holder thereof is bound by the Scheme, or shall by such time have agreed in writing to be bound by the Scheme,

in each case remaining in issue at the Scheme Record Time, but excluding any Excluded Shares;

“Significant Interest” means in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking;

“SIP” means the ULS Technology Plc Share Incentive Plan dated 15 September 2020;

“Smoove EBT” means the Smoove employee benefit trust created pursuant to a trust deed dated 24 March 2016;

“Smoove Group” means Smoove and its group undertakings from time to time and where the context permits, each of them;

“Smoove Share Plans” means the ULS Technology plc Enterprise Management Incentive and Non-Tax Advantaged Share Option Plan 2014, the Smoove plc Share Option Scheme 2023, the JOAs and the SIP;

“Smoove’s Registrar” means Equiniti Limited of Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA;

“Smoove Shareholders” means holders of Smoove Shares;

“Smoove Shares” means the ordinary shares of 0.4 pence each in the capital of Smoove;

“subsidiary undertaking” means shall have the meaning given to such term under section 1162 of the Companies Act;

“Takeover Code” means the City Code on Takeovers and Mergers;

“uncertificated” or **“in uncertificated form”** means a share or other security which is recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST;

“Voting Record Time” means 6.30 p.m. on the day which is two days (excluding non-working days) prior to the date of the Court Meeting, or, if the Court Meeting is adjourned, 6.30 p.m. on the day which is two days (excluding non-working days) before the date of such adjourned meeting; and

“Wider Digcom Group” each member of the Digcom Group and their subsidiaries, subsidiary undertakings, associated undertakings and any other undertaking in which any member of the Digcom Group and/or such undertakings (aggregating their interests) have a Significant Interest, and where the context so admits or requires, the plural includes the singular and vice versa.

All references in this Scheme to times are to times in London (unless otherwise stated).

References to clauses are to clauses of this Scheme.

- (b) As at the Last Practicable Date, the issued share capital of Smoove was £228,066.20 divided into fully paid ordinary shares of 0.4 pence each, all of which were credited as fully paid. Smoove does not hold any shares in treasury.
- (c) As at the Last Practicable Date, there were (i) 6,449,368 Smoove Shares subject to awards under the Smoove Share Plans (excluding Smoove Shares held in connection with the SIP), (ii) 1,632,314 Smoove Shares held within the Smoove EBT (of which 1,274,510 Smoove Shares are subject to the JOAs), and (iii) 91,958 Smoove Shares held in connection with the SIP. There are a number of awards granted pursuant to the Smoove Share Plans which either have an exercise price per Smoove Share in excess of the Consideration or are subject to performance share price targets which will not be met (including awards under the JOAs). It is expected that options in respect of 3,498,878 Smoove Shares will not be exercised in connection with the Acquisition and as such no offer or proposal will be made to holders of these options under the Smoove Share Plans in accordance with Rule 15 of the Takeover Code (either because the awards will not vest or because there is no economic value in exercising the

awards). In total, it is expected that options over 1,675,980 Smoove Shares will be exercisable and it is proposed that these options will be satisfied by a transfer of the same number of Smoove Shares from the Smoove EBT. It is expected that 1,274,510 Smoove Shares that are currently subject to JOAs will revert back to the Smoove EBT on the date of the Court Order (due to the relevant performance share price targets not being met). Therefore, as all 1,632,314 Smoove Shares held within the Smoove EBT should be available to satisfy outstanding options, it is expected that an additional 43,666 Smoove Shares will need to be issued to the EBT prior to the Scheme Record Time. It is expected that all 91,958 Smoove Shares held in connection with the SIP will be sold pursuant to the Acquisition and proceeds subsequently distributed by the SIP trustee to SIP participants.

- (d) As at the Last Practicable Date, no member of the PEXA Group, of which Digcom is a member, is the registered holder of, or beneficially owns, any Smoove Shares.
- (e) Digcom has, subject to the satisfaction, or where capable, waiver of the Conditions, agreed to appear by Counsel at the Court Hearing to sanction this Scheme and to undertake to the Court to be bound by the terms of this Scheme and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.

THE SCHEME

1. Transfer of the Scheme Shares

- 1.1 On and with effect from the Effective Date, Digcom (and/or such other nominee(s) of Digcom as it may determine) shall acquire all the Scheme Shares fully paid up, with full title guarantee, free from all Encumbrances and together with all rights or interests of any nature whatsoever to them at the Effective Date or thereafter attached to such Scheme Shares, including without limitation voting rights and the right to receive and retain in full all dividends and other distributions (if any) authorised, declared, made or paid or which become payable or any other return of value (whether by way of reduction of share capital or share premium account or otherwise), declared, made or paid with a record time on or after the Effective Date in respect of the Scheme Shares.
- 1.2 For the purposes of such acquisition, the Scheme Shares shall be transferred from the Scheme Shareholders to Digcom (and/or such other nominee of Digcom as it may determine) by means of a form or forms of transfer or other instrument or instruction of transfer or by means of CREST and, to give effect to such transfers, any person may be appointed by Digcom as attorney and/or agent and/or otherwise, on behalf of the holder or holders of Scheme Shares concerned, and shall be authorised as such attorney and/or agent and/or otherwise on behalf of the relevant holder or holders of Scheme Shares to execute and deliver as transferor a form of transfer or other instrument or instruction of transfer (whether as a deed or otherwise) of, or to procure the transfer by means of CREST or otherwise give any instructions to transfer of all of the Scheme Shares and every form, instrument or instruction of transfer so executed shall be as effective as if it had been executed or given or procured by the holder or holders of the Scheme Shares thereby transferred. Such form, instrument or instruction of transfer shall be deemed to be the principal instrument of transfer and the equitable or beneficial interest in the Scheme Shares shall only be transferred to Digcom and/or its nominee(s) together with the legal interest in such Scheme Shares, pursuant to such form, instrument or instruction of transfer, or by means of CREST.
- 1.3 With effect from the Effective Date and pending the transfer of the Scheme Shares pursuant to clauses 1.1 and 1.2 of the Scheme each Scheme Shareholder irrevocably appoints Digcom (or such other nominee(s) of Digcom as it may determine) as its attorney and/or agent and/or otherwise to exercise on its behalf (in place of and to the exclusion of the relevant Scheme Shareholder) any voting rights attached to the Scheme Shares and any or all rights and privileges (including the right to requisition the convening of a general meeting of Smoove or of any class of its shareholders) attaching to its Scheme Shares and to receive any distribution or other benefit accruing or payable in respect thereof, to sign any consent to short notice of any general or separate class meetings, to execute a form of proxy in respect of its Scheme Shares appointing any person nominated by Digcom to attend any general and separate class meetings of Smoove and authorises Smoove to send to Digcom and/or its nominee(s) any notice, circular, warrant or other document or communication which may be sent to it as a member of Smoove such that from the Effective Date, no Scheme Shareholder shall be

entitled to exercise (and irrevocably undertakes not to exercise) any voting rights attached to the Scheme Shares or any other rights or privileges attaching to the Scheme Shares otherwise than in accordance with the directions of Digcom. Any such Scheme Shareholder shall not appoint a proxy or representative for or to attend any general meeting, separate class meeting or other meeting of Smoove.

- 1.4 The authorities granted pursuant to clauses 1.2 and 1.3 shall be treated for all purposes as having been granted by deed.

2. Consideration for transfer of the Scheme Shares

- 2.1 In consideration for the transfer of the Scheme Shares to Digcom (and/or such other nominee(s) of Digcom) referred to in clause 1, Digcom shall (subject to, and in accordance with, the remaining provisions of this Scheme) pay or procure that there shall be paid to or for the account or benefit of each Scheme Shareholder an amount of 54 pence in cash for each Scheme Share held by such Scheme Shareholder at the Scheme Record Time.
- 2.2 Subject to clause 2.4, if any dividend or distribution or other return of capital or value is announced, declared made or paid by Smoove on or after the Announcement Date and before the Effective Date in respect of the Smoove Shares, Digcom shall have the right to reduce the Consideration payable per Scheme Share under the Acquisition by an amount up to the amount of such dividend or distribution, except where the Scheme Share is, or will be, acquired pursuant to the Scheme on a basis which entitles Digcom to receive such dividend, distribution or other return of capital or value (as the case may be) and to retain it.
- 2.3 If Digcom exercises its right referred to in clause 2.2 to reduce the Consideration payable per Scheme Share by an amount up to the amount of a dividend and/or distribution and/or return of capital or value (as the case may be), then: (a) holders of Smoove Shares appearing on the register of members at the relevant record time as determined by the directors of Smoove shall be entitled to receive and retain that dividend, other distribution or return of capital or value in respect of the Smoove Shares they hold at such record time; (b) any reference in this Scheme and the Scheme Document to the Consideration payable under the Scheme shall be deemed to be a reference to the Consideration as so reduced; and (c) the exercise of such rights shall not be regarded as constituting any revision or variation of the terms of this Scheme.
- 2.4 To the extent that any such dividend, other distribution and/or other return of value is authorised, announced, declared, made or paid and: (i) the Scheme Shares are transferred pursuant to this Scheme on a basis which entitles Digcom to receive the dividend, other distribution and/or other return of value and to retain it; or (ii) it is cancelled in full before payment, the Consideration will not be subject to change in accordance with clause 2.2 of this Scheme.

3. Settlement of consideration

- 3.1 As soon as practicable after the Effective Date, and in any event no later than 14 calendar days of the Effective Date (or such other period as may be agreed between Smoove and Digcom and approved by the Panel), Digcom shall:
- (a) in the case of Scheme Shares which at the Scheme Record Time are held in certificated form, despatch or procure the despatch to the persons entitled thereto or as they may direct, in accordance with the provisions of clause 3.4, cheques for the Consideration payable to them respectively in accordance with clause 2; and
- (b) in the case of Scheme Shares which at the Scheme Record Time are held in uncertificated form, procure that Euroclear is instructed to create an assured payment obligation in favour of the appropriate payment bank of the persons entitled to the sums payable in accordance with clause 2 and in accordance with the CREST assured payment arrangements in respect of the Consideration due, provided that Digcom shall be entitled to (if, for reasons outside of its control it is not able to effect payment in accordance with this clause 3.1(b)) make payment of the said sums by cheque as aforesaid.

- 3.2 In the case of Smoove Shares acquired following the sanction of the Scheme pursuant to the exercise of options granted under the Smoove Share Plans, settlement of the consideration payable to Smoove Share Plan participants under the Scheme or the Smoove articles of association shall be made by cheque or through payroll (net of any income tax and social security contributions).
- 3.3 As from the Effective Date, each holding of Scheme Shares credited to any stock account in CREST shall be disabled and all Scheme Shares will be removed from CREST in due course.
- 3.4 All deliveries of notices, documents of title, cheques, statements of entitlement and certificates required to be made pursuant to this Scheme shall be effected by posting the same by first class post in pre-paid envelopes (or by international standard post, if overseas) addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of the Company at the Scheme Record Time (or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in the said register in respect of such joint holding at such time), and none of Smoove, Digcom, any member of the Wider Digcom Group or the PEXA Group or their respective agents or Smoove's Registrar shall be responsible for any loss or delay in the transmission of any notice, certificate, cheque or payment sent in accordance with this clause 3.4 which shall be sent at the risk of the person entitled thereto.
- 3.5 All cheques shall be in pounds sterling drawn on a UK clearing bank and payments shall be made to the persons entitled thereto or, in the case of joint holders, to that one of the joint holders whose name stands first in the register of members of Smoove in respect of such joint holding at the Scheme Record Time or to such other persons (if any) as such persons may direct in writing and the encashment of any such cheque or the making of any such assured CREST payment obligation as is referred to in clauses 3.1(a) and 3.1(b) shall be a complete discharge of Smoove's obligation to pay the monies represented thereby.
- 3.6 The preceding paragraphs of this clause 3 shall take effect subject to any prohibition or condition imposed by law.

4. Certificates and Cancellations

With effect from, or as soon as practicable after, the Effective Date:

- 4.1 all certificates representing Scheme Shares shall cease to be valid as documents of title to the shares represented thereby and every holder thereof shall be bound at the request of the Company to deliver up the same to the Company or as it (or any person appointed by the Company to receive such certificates) may direct to destroy the same;
- 4.2 Smoove shall procure that entitlements to Scheme Shares held within CREST are disabled and Euroclear will be instructed to cancel the entitlements of Scheme Shareholders to holders of Scheme Shares in uncertificated form;
- 4.3 following the cancellation of the entitlements to Scheme Shares of holders of Scheme Shares in uncertificated form, Smoove's Registrar shall be authorised to re-materialise entitlements to such Scheme Shares; and
- 4.4 on or as soon as reasonably practicable after the Effective Date, and subject to the completion, delivery and, if applicable, stamping of such transfers, forms, instruments or instructions as may be required in accordance with clause 1.2, Smoove will make, or procure to be made, appropriate entries in the Company's register of members to reflect their transfer to Digcom and/or its nominee(s).

5. Mandates

All mandates relating to the payment of dividends on any Scheme Shares and other instructions (including communications preferences) given to Smoove by Scheme Shareholders in force at the Scheme Record Time relating to Scheme Shares shall, as from the Effective Date, cease to be valid.

6. **The Effective Date**

- 6.1 This Scheme shall become effective as soon as a copy of the Court Order shall have been delivered to the Registrar of Companies for registration.
- 6.2 Unless this Scheme shall become effective on or before the Long Stop Date, or such later time and date (if any) as Digcom and Smoove may agree (with the Panel's consent and as the Court may approve, if such approval is required), this Scheme shall never become effective.

7. **Modification**

Digcom and the Company may jointly consent on behalf of all concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose. Any such modification or addition shall require the consent of the Panel where such consent is required under the Takeover Code. For the avoidance of doubt, no modification may be made pursuant to this clause once the Scheme has taken effect.

8. **Governing Law**

This Scheme and all rights and obligations arising from or in connection with it are governed by the laws of England and Wales. Any dispute of any kind whatsoever arising directly or indirectly of or in connection with this Scheme, irrespective of the causes of action, including whether based on contract or tort, shall be subject to the exclusive jurisdiction of the English Courts. The rules of the Takeover Code will apply to this Scheme on the basis provided in the Takeover Code.

Dated 16 October 2023

PART 5

FINANCIAL INFORMATION AND RATINGS

Part A: Financial Information relating to Smoove

The following sets out the financial information in respect of Smoove as required by Rule 24.3(a)(iii) and Rule 24.3(e) of the Takeover Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference pursuant to Rule 24.15 of the Takeover Code:

- the audited consolidated financial statements of Smoove for the financial year ended 31 March 2023 are set out on pages 48 to 78 (both inclusive) of Smoove's Annual Report 2023 available from Smoove's website at <https://www.hellosmoove.com/investorrelations/public-documents-reports/financial-reports>; and
- the audited consolidated financial statements of Smoove for the financial year ended 31 March 2022 are set out on pages 46 to 78 (both inclusive) of Smoove's Annual Report 2022 available from Smoove's website at <https://www.hellosmoove.com/investorrelations/public-documents-reports/financial-reports>.

Part B: Smoove ratings information

There are no current ratings publicly accorded to Smoove.

Part C: Financial information relating to Digcom and PEXA

Digcom was incorporated on 21 August 2020 and, as it was a dormant company at the time, it has filed dormant company accounts for its financial year's ended 30 June 2021 and 30 June 2022. Following 30 June 2022, Digcom ceased to be a dormant company and, as at the Latest Practicable Date, has not yet published full company accounts.

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

- the audited consolidated accounts of PEXA for the financial year ended 30 June 2022 which are set out on pages 57 to 126 of PEXA's Annual Report and Accounts 2022 and which are available on PEXA's website at https://investors.pexa.com.au/FormBuilder/_Resource/_module/MKCI5QLROk-78c35b6yPkA/file/PEXA_2022_Annual_Report.pdf; and
- the audited consolidated accounts of PEXA for the financial year ended 30 June 2023 which are set out on pages 74 to 136 (both inclusive) of PEXA's Annual Report and Accounts 2023 and which are available on PEXA's website at https://investors.pexa.com.au/FormBuilder/_Resource/_module/MKCI5QLROk-78c35b6yPkA/file/PEXA_2023_Annual_Report_FINAL.pdf.

Part D: Effect of Scheme becoming Effective on Digcom

Following the Scheme becoming Effective, the earnings, assets and liabilities of Digcom and the PEXA Group will include the consolidated earnings, assets and liabilities of the Smoove Group.

Part E: Digcom and PEXA ratings and outlooks

There are no current public ratings or outlooks accorded to Digcom or PEXA by any rating agencies.

Part F: No incorporation of website information

Save as expressly referred to herein, neither the content of Smoove's or PEXA's website, nor the content of any website accessible from hyperlinks on Smoove's or PEXA's website is incorporated into, or forms part of, this Document.

Part G: Hard copies

In accordance with Rule 30.3 of the Code, Smoove Shareholders, persons with information rights and participants in the Smoove Share Plans may request a hard copy of this Document by contacting Equiniti during business hours (8.30 a.m. to 5.30 p.m.) on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used) or by submitting a request in writing to Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA. In accordance with Rule 30.3 of the Code, you may also request that all future documents, announcements and information to be sent to you in relation to the Acquisition should be in hard copy form. Please note that Equiniti cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

PART 6

TAXATION

1. United Kingdom taxation

The comments set out below are based on current UK tax law as applied in England and Wales and HM Revenue & Customs' published practice (which may not be binding on HM Revenue & Customs) at the date of this Document, both of which are subject to change, possibly with retrospective effect. They are intended as a general guide to certain limited aspects of the UK tax treatment of the Scheme and, in particular, apply only to Scheme Shareholders who are resident for tax purposes in the UK and, in the case of an individual, domiciled for tax purposes in (and only in) the UK and in respect of whom "split year" treatment does not apply, who hold their Scheme Shares as an investment (other than under a registered pension scheme or an ISA, a Lifetime ISA or other tax approved arrangement) or through a trust arrangement and who are the absolute beneficial owners thereof ("**UK Holders**"). The discussion does not address all possible tax consequences relating to the Scheme. Certain categories of Scheme Shareholders, including those carrying on certain financial activities, those subject to specific tax regimes or benefitting from certain reliefs and exemptions, those connected with Smoove, and those for whom the shares are employment-related securities, may be subject to special rules and this summary does not apply to such shareholders. The tax treatment of the Scheme may be different for Smoove Shareholders who acquire or acquired their Smoove Shares through the Smoove Share Plans. Nothing in these paragraphs should be taken as providing personal tax advice.

Current or prospective Smoove Shareholders who are in any doubt about their tax position or require advice in relation to their specific tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the UK, should consult their own appropriately qualified independent professional advisers immediately.

1.1 *UK taxation of chargeable gains*

A UK Holder's liability to UK tax on chargeable gains will depend on the individual circumstances of that UK Holder.

The transfer of Scheme Shares under the Scheme in return for cash should be treated as a disposal of the UK Holder's Scheme Shares for the purposes of UK tax on chargeable gains. That disposal may, depending on the UK Holder's individual circumstances (including the availability of exemptions, reliefs or allowable losses), give rise to a chargeable gain or, alternatively, a capital loss.

Individual Scheme Shareholders

Subject to available reliefs or allowances, chargeable gains arising on a disposal of Scheme Shares by an individual UK Holder will be subject to UK capital gains tax at the rate of (for the 2023/2024 tax year) 10 per cent., except to the extent that the chargeable gain, when it is added to the individual UK Holder's other taxable income and chargeable gains in the relevant tax year, exceeds the income tax basic rate band, in which case any excess gain will be taxed at the rate of (for the 2023/2024 tax year) 20 per cent.

The annual tax-free allowance for UK capital gains tax (£6,000 for the 2023/2024 tax year) may be available to individual UK Holders to offset against chargeable gains realised on the disposal of their Scheme Shares.

Scheme Shareholders within charge to UK corporation tax

Subject to available exemptions, reliefs or allowances, chargeable gains arising on a disposal of Scheme Shares by a UK Holder within the charge to UK corporation tax will be subject to UK corporation tax (the exact rate of UK corporation tax that applies is dependent on a number of factors. The minimum rate of UK corporation tax is currently 19 per cent., and the maximum rate of UK corporation tax is 25 per cent.).

1.2 ***Other direct tax matters***

Special tax provisions may apply to Scheme Shareholders who have acquired or who acquire their Scheme Shares by exercising options under the Smoove Share Plans, including provisions imposing a charge to income tax.

1.3 ***UK Stamp Duty and Stamp Duty Reserve Tax (“SDRT”)***

No UK stamp duty or SDRT will be payable by Scheme Shareholders on the transfer of their Scheme Shares under the Scheme.

PART 7

ADDITIONAL INFORMATION

1. Responsibility

- (a) The Smoove Directors, whose names are set out in paragraph 2(a) below, accept responsibility for the information contained in this Document (including any expressions of opinion) other than the information for which responsibility is taken by others pursuant to paragraphs 1(b) and (c) of this Part 7 (*Additional Information*) of this Document. To the best of the knowledge and belief of the Smoove Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (b) The Digcom Directors, whose names are set out in paragraph 2(b) below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to Digcom and themselves, their respective close relatives and related trusts, and other persons connected with them (including persons deemed to be acting in concert with Digcom or any of them (as such term is defined in the Takeover Code)). To the best of the knowledge and belief of the Digcom Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (c) The PEXA Directors, whose names are set out in paragraph 2(c) below, accept responsibility for the information contained in this Document (including any expressions of opinion) relating to PEXA, each member of the PEXA Group (including Digcom) and themselves, their respective close relatives and related trusts, and other persons connected with any of them (as such term is defined in the Takeover Code). To the best of the knowledge and belief of the PEXA Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Directors

- (a) The Smoove Directors and their positions in Smoove are as follows:

<i>Name</i>	<i>Position</i>
Martin Rowland	<i>Chairman</i>
Jesper With-Fogstrup	<i>Chief Executive Officer</i>
Michael Cress	<i>Chief Financial Officer</i>
Elaine Bucknor	<i>Independent Non-Executive Director</i>
Oliver Scott	<i>Non-Executive Director</i>

The registered office of Smoove and the business address of each of the Smoove Directors is Masters Court, Church Road, Thame, Oxon, England, OX9 3FA.

- (b) The Digcom Directors and their positions in Digcom are as follows:

<i>Name</i>	<i>Position</i>
Glenn King	<i>Director</i>
Scott Butterworth	<i>Director</i>
Krystle Kocik	<i>Director</i>
Simon Wright	<i>Director</i>
John Hooper	<i>Director</i>
Helen Silver	<i>Director</i>

The registered office of Digcom and the business address of each of the Digcom Directors is 85 Great Portland Street, First Floor, London, England, W1W 7LT.

(c) The PEXA Directors and their positions in PEXA are as follows:

<i>Name</i>	<i>Position</i>
Glenn King	<i>Director</i>
Helen Silver	<i>Director</i>
Mark Joiner	<i>Director</i>
Vivek Bhatia	<i>Director</i>
Dr Kristin Ferguson	<i>Director</i>
Jeffery Smith	<i>Director</i>
Paul Rickard	<i>Director</i>
Melanie Willis	<i>Director</i>

The registered office of PEXA and the business address of each of the PEXA Directors is Tower Four Collins Square, Level 16, 727 Collins Street, Docklands VIC 3008, Australia.

3. Market quotations

Set out below are the Closing Prices of Smoove Shares taken from the London Stock Exchange on:

- (a) 21 April 2023 (the last dealing day before the commencement of the Offer Period);
- (b) The first dealing day in each of the six months immediately before the date of this Document; and
- (c) 13 October 2023 (the Last Practicable Date).

<i>Date</i>	<i>Smoove Shares (pence)</i>
21 April 2023	31.90
1 May 2023	44.10
1 June 2023	44.50
3 July 2023	35.30
1 August 2023	48.00
1 September 2023	48.30
2 October 2023	44.00
Last Practicable Date	52.50

4. Interests and dealings

For the purposes of this paragraph 4:

“**acting in concert**” has the meaning given to it in the Takeover Code;

“**close relative**” has the meaning given to it in the Takeover Code;

“**control**” means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights (as defined in the Takeover Code) of a company, irrespective of whether such interest or interests give de facto control;

“**dealing**” has the meaning given to it in the Takeover Code and “**dealt**” has the corresponding meaning;

“**derivative**” has the meaning given to it in the Takeover Code;

“**disclosure period**” means the period commencing on 22 April 2022 (the date twelve months prior to the commencement of the Offer Period) and ending on the Last Practicable Date;

“**financial collateral arrangements**” are arrangements of the kind referred to in Note 4 on Rule 4.6 of the Takeover Code;

“**interest**” or “**interests**” in relevant securities shall have the meaning given to it in the Takeover Code and references to interests of the Digcom Directors, interests of the PEXA Directors or interests of the Smoove Directors in relevant securities shall include all interests of any other person whose interests in such securities the Digcom Directors, PEXA Directors or Smoove Directors, as the case may be, are taken to be interested in pursuant to Part 22 of the Companies Act;

“Note 11 arrangement” includes any indemnity or option arrangement, 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 (other than any irrevocable undertaking and letter of intent to vote in favour of the Scheme and/or related resolutions, details of which are set out in paragraph 6 of this Part 7 (*Additional Information*) of this Document);

“relevant Digcom securities” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeror) of PEXA and Digcom including equity share capital of PEXA and Digcom (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof;

“relevant securities” means relevant Digcom securities and relevant Smoove securities;

“relevant Smoove securities” means relevant securities (such term having the meaning given to it in the Takeover Code in relation to an offeree) of Smoove including equity share capital of Smoove (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof; and

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

(a) **Persons acting in concert with Digcom**

In addition to the Digcom Directors (together with their close relatives and related trusts) and members of the Wider PEXA Group (and their related pension schemes), the persons who are acting in concert with Digcom for the purposes of the Acquisition and which are required to be disclosed are:

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with Digcom</i>
Numis Securities Ltd	45 Gresham Street, London EC2V 7BF	Connected adviser

(b) **Persons acting in concert with Smoove**

In addition to the Smoove Directors (together with their close relatives and related trusts) and members of the Smoove Group (and their related pension schemes), the persons acting in concert with Smoove for the purposes of the Acquisition and which are required to be disclosed are:

<i>Name</i>	<i>Registered Office</i>	<i>Relationship with Smoove</i>
Cavendish Securities plc	1 Bartholomew Close, London EC1A 7BL	Financial adviser

(c) **Interests and dealings in relevant Smoove securities**

(i) As at the Last Practicable Date, the interests of the Smoove Directors (and their close relatives and related trusts and connected persons) in Smoove Shares were as follows:

<i>Name</i>	<i>Number of Smoove Shares</i>	<i>Percentage of Smoove issued share capital</i>
Martin Rowland	60,000	0.11
Jesper With-Fogstrup	25,000	0.04
Oliver Scott ¹	10,683,634	18.74
Total:	10,768,634	18.88

1 Kestrel Partners LLP currently controls the voting rights over 17,011,095 Smoove Shares (being 29.84 per cent. of the issued Smoove share capital on the Last Practicable Date). Of the total 17,011,095 Smoove Shares controlled, one of the funds of Kestrel Partners LLP, Kestrel Opportunities beneficially owns 10,683,634 Smoove Shares (being 18.74 per cent. of the issued Smoove share capital on the Last Practicable Date). Oliver Scott is a shareholder in Kestrel Opportunities and is therefore deemed to have a beneficial interest in the 10,683,634 Smoove Shares Kestrel Opportunities holds in Smoove.

- (ii) As at the Last Practicable Date, the Smoove Directors held the following outstanding awards and options over Smoove Shares under the Smoove Share Plans:

<i>Name</i>	<i>Maximum number of Smoove Shares awarded</i>	<i>Smoove Share Plan</i>	<i>Type of award</i>	<i>Date of grant</i>	<i>Exercise price per Share (£)</i>	<i>Vesting date</i>
Martin Rowland	750,000	Enterprise Management Incentive Non-Tax Advantaged Share Option Plan 2014	Unapproved option	15 July 2020	0.5390	15 July 2023
Jesper With-Fogstrup	675,000	Enterprise Management Incentive Non-Tax Advantaged Share Option Plan 2014	Unapproved option	18 February 2021	0.8600	18 February 2024
Jesper With-Fogstrup	612,745	Share Option Scheme 2023	EMI option	18 January 2023	0.0040	18 January 2026
Jesper With-Fogstrup	887,255	JOA 2023	JOA award	18 January 2023	0.0040	18 January 2026
Michael Cress	612,745	Share Option Scheme 2023	EMI option	18 January 2023	0.0040	18 January 2026
Michael Cress	137,255	Share Option Scheme 2023	Unapproved option	18 January 2023	0.0040	18 January 2026

- (iii) As at the Last Practicable Date, during the disclosure period, the following dealings by the Smoove Directors (and their close relatives and related trusts and connected persons) in Smoove Shares were as follows:

<i>Name</i>	<i>Name of security and price</i>	<i>Buy/sell</i>	<i>Date of dealing</i>	<i>Number of relevant securities</i>
Oliver Scott ¹	Smoove Share - 40 pence per share	Sell	1 January 2023	2,548,510

1 Sale of Smoove Shares by Kestrel Opportunities as part of the tender offer by Smoove of up to 12,500,000 Smoove Shares.

(d) **General**

Save as disclosed in this Document, as at the Last Practicable Date:

- (i) none of Smoove nor any Smoove Directors, any close relatives of such directors or any related trusts and companies, or any person with whom Smoove or any person acting in concert with Smoove has a Note 11 arrangement, was interested, had any rights to subscribe or had any short positions in respect of any relevant Smoove securities on the disclosure date, nor has any such person dealt in any relevant Smoove securities during the Offer Period;
- (ii) none of Smoove nor any Smoove Directors, any close relatives of such directors or any related trusts and companies, or any person with whom Smoove or any person acting in concert with Smoove has a Note 11 arrangement, was interested, had any rights to subscribe or had any short positions in respect of any relevant Digcom securities on the disclosure date, nor has any such person dealt in any relevant Digcom securities during the Offer Period;

- (iii) none of Digcom, PEXA, the Digcom Directors or the PEXA Directors, any close relatives or any related trusts and companies of such persons, nor any person acting in concert with Digcom or PEXA had any rights to subscribe or had any short positions in respect of any relevant Smoove securities nor has any such person dealt in any relevant Smoove securities during the disclosure period;
- (iv) neither Smoove nor any person acting in concert with Smoove has borrowed or lent any relevant Smoove securities during the Offer Period, save for any borrowed shares which have either been on-lent or sold;
- (v) none of Digcom, PEXA or any person acting in concert with either of them has borrowed or lent any relevant Smoove securities during the Offer Period, save for any borrowed shares which have either been on-lent or sold;
- (vi) neither Smoove nor any person acting in concert with Smoove has entered into or taken any action to unwind any financial collateral arrangements in respect of any relevant Smoove securities during the Offer Period;
- (vii) neither Digcom, PEXA nor any person acting in concert with either of them has any Note 11 arrangement with any other person; and
- (viii) neither Digcom nor any person acting in concert with Digcom has entered into or taken any action to unwind any financial collateral arrangements in respect of any relevant Smoove securities during the disclosure period.

5. Bases of calculation and sources of information

In this Document unless otherwise stated or the context otherwise requires, the bases and sources used are as set out in Part 8 (*Source of Information and Bases of Calculation*) of this Document.

6. Irrevocable undertakings and letter of intent

Irrevocable undertakings

- (a) As at the Last Practicable Date, the following Smoove Directors have each given irrevocable undertakings in relation to their beneficial holdings of relevant securities of Smoove to vote (or procure the voting) in favour of the resolution relating to the Scheme at the Court Meeting and the Resolution at the General Meeting (or, if applicable, to accept, or procure the acceptance of, the Offer):

<i>Name</i>	<i>Number of Smoove Shares in respect of which undertaking is given</i>	<i>Percentage of Smoove's issued share capital</i>
Martin Rowland	60,000	0.11
Jesper With-Fogstrup	25,000	0.04

These irrevocable undertakings will continue to be binding if a higher competing offer is made for Smoove.

The irrevocable undertakings given by the Smoove Directors shall cease to be binding on the earlier of the following occurrences:

- (i) on the date on which the Acquisition (whether implemented by way of a Scheme or a Takeover Offer) is withdrawn or lapses in accordance with its terms, provided that this shall not apply where the Acquisition is withdrawn or lapses as a result of Digcom exercising its right, in accordance with the Takeover Code, to implement the Acquisition by way of a Takeover Offer rather than by way of a Scheme or vice versa;
- (ii) if the Scheme or the Takeover Offer (as applicable) has not become Effective, or become or been declared unconditional (as the case may be), on or before the Long Stop Date, provided that this shall not apply where the Scheme or Takeover Offer failing to become effective, or to become or have been declared unconditional (as applicable), is as a result of Digcom exercising its right, in accordance with the Takeover Code, to implement the Acquisition by way of a Takeover Offer rather than by way of a Scheme or vice versa; or

- (iii) if Digcom announces that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Takeover Offer is announced by Digcom in accordance with Rule 2.7 of the Takeover Code at the same time.
- (b) As at the Announcement Date, the following Smoove Shareholders had each given irrevocable undertakings in relation to relevant securities of Smoove to vote (or procure the voting) in favour of the resolution relating to the Scheme at the Court Meeting and the Resolution at the General Meeting (or, if applicable, to accept, or procure the acceptance of, the Offer):

<i>Name</i>	<i>Number of Smoove Shares in respect of which undertaking is given</i>	<i>Percentage of Smoove's issued share capital</i>
Kestrel Partners LLP	15,711,095	27.56
Harwood Capital Management Limited	7,296,970	12.80
Herald Investment Management Limited	3,552,560	6.23
Total	26,560,625	46.58

On 6 October 2023, Kestrel Partners LLP acquired 1,300,000 Smoove Shares for its discretionary clients, which are additionally subject to the terms of its irrevocable undertaking. Consequently, as at the Last Practicable Date, the Shareholder Irrevocables in relation to relevant securities of Smoove to vote (or procure the voting) in favour of the resolution relating to the Scheme at the Court Meeting and the Resolution at the General Meeting (or, if applicable, to accept, or procure the acceptance of, the Offer, to accept or procure the acceptance of such Takeover Offer) are in respect of the following Smoove Shares:

<i>Name</i>	<i>Number of Smoove Shares in respect of which undertaking is given</i>	<i>Percentage of Smoove's issued share capital</i>
Kestrel Partners LLP	17,011,095	29.84
Harwood Capital Management Limited	7,296,970	12.80
Herald Investment Management Limited	3,552,560	6.23
Total	27,860,625	48.86

The irrevocable undertaking given by the Smoove Shareholders listed above shall cease to be binding on the earlier of the following occurrences:

- (i) on the date on which the Acquisition (whether implemented by way of a Scheme or a Takeover Offer) is withdrawn or lapses in accordance with its terms, provided that this shall not apply where the Acquisition is withdrawn or lapses as a result of Digcom exercising its right with the consent of the Panel (where necessary) and subject to the terms and conditions of the Co-operation Agreement to implement the Acquisition by way of a Takeover Offer rather than by way of a Scheme or vice versa;
- (ii) if the Scheme or the Takeover Offer (as applicable) has not become Effective, or become or been declared unconditional (as the case may be), on or before the Long Stop Date, provided that this shall not apply where the Scheme or Takeover Offer failing to become effective, or to become or have been declared unconditional (as applicable), is as a result of Digcom exercising its right with the consent of the Panel (where necessary) and subject to the terms and conditions of the Co-operation Agreement to implement the Acquisition by way of a Takeover Offer rather than by way of a Scheme or vice versa;
- (iii) if Digcom announces that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Takeover Offer is announced by Digcom in accordance with Rule 2.7 of the Takeover Code at the same time; or
- (iv) in the case of Herald Investment Management Limited only, if a third party announces a firm intention to make an offer for the entire issued and to be issued share capital of Smoove at a price per Smoove Share which is at least 10 per cent. greater than the Consideration.

Letter of intent

- (c) Schroders Investment Management Limited has given to Digcom a non-binding letter of intent to procure the voting in favour of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to procure the acceptance of such Takeover Offer) in respect of 5,365,237 Smoove Shares, representing approximately 9.4 per cent. of Smoove's total issued share capital as at the Last Practicable Date.

7. Financing and cash confirmation

The Consideration payable by Digcom under the terms of the Acquisition will be financed using the existing cash resources of PEXA.

Deutsche Numis, in its capacity as financial adviser to PEXA and Digcom, is satisfied that sufficient resources are available to Digcom to satisfy in full the Consideration payable by Digcom to Smoove Shareholders pursuant to the Acquisition.

8. Material contracts

(a) Smoove

Save as disclosed below, there have been no contracts entered into by Smoove or any of its subsidiaries during the period commencing on 23 April 2021 (the date two years before the commencement of the Offer Period) and ending on the Last Practicable Date which are outside the ordinary course of business and which are or may be considered material:

(i) *Co-operation Agreement*

See paragraph 12(b) of Part 2 (*Explanatory Statement*) of this Document for details of the Co-operation Agreement.

(ii) *Amity Law Limited share sale and purchase agreement*

On 8 October 2021, Smoove (as Buyer) entered into a share purchase agreement with Jayne Lesley Heart (as seller) for the purchase of the entire issued share capital of ALL for an initial consideration of £204,910 payable on completion and deferred consideration of £100,000, which was paid on 8 October 2022. Smoove may bring a general warranty claim at any time until 7 October 2023 and may bring a claim under the tax covenant at any time until the seven year anniversary of completion. Under the agreement, Smoove has the ability to require that the lease of 17-19 Lee Lane Horwich Bolton Lancashire BL6 7BP be assigned from ALL to the seller on six months' written notice.

(b) PEXA

Save as disclosed below and the Co-operation Agreement which is summarised in paragraph 12(b) of Part 2 (*Explanatory Statement*) of this Document, there have been no contracts entered into by PEXA or any of its subsidiaries during the period commencing on 23 April 2021 (the date two years before the commencement of the Offer Period) and ended on the Last Practicable Date which are outside the ordinary course of business and which are or may be considered material. The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by PEXA in the period beginning on 23 April 2021 and ending on the Last Practicable Date:

(i) *Revolving cash advance facility agreement dated 23 June 2021*

On 23 June 2021, PEXA entered into a syndicated facility agreement in relation to a A\$335,000,000 revolving cash advance facility as borrower and, together with certain direct and indirect subsidiaries of PEXA (the "**Obligor Group**"), guarantor with: (i) Australia and New Zealand Banking Group Limited, (ii) The Bank of Nova Scotia, Australia Branch, (iii) HSBC Bank Australia Limited, (iv) Industrial and Commercial Bank of China Limited, Sydney Branch, (v) Macquarie Bank Limited, (vi) National Australia Bank Limited and (vii) Westpac Banking Corporation as original lenders and Westpac Banking Corporation as agent ("**Westpac**") (the "**2021 Revolving Cash Facility**").

The 2021 Revolving Cash Facility allows monies to be drawn down in relation to: (a) general corporate and working capital purposes of the PEXA Group, (b) certain permitted acquisitions (as set out in the 2021 Revolving Cash Facility), and (c) certain other purposes approved by Westpac and in connection with the initial public offering of PEXA. The 2021 Revolving Cash Facility was most recently amended pursuant to a consent letter entered into between (1) PEXA and (2) Westpac, to provide that a permitted acquisition pursuant to the 2021 Revolving Cash Facility shall include the Acquisition, amongst other related amendments.

The rate of interest on each loan under the 2021 Revolving Cash Facility (each a “**2021 Loan**” and together the “**2021 Loans**”) for each interest period as selected by PEXA (which shall be either one, two, three or six months) under the 2021 Revolving Cash Facility is the percentage rate per annum which is the aggregate of the applicable screen rate (as set out in the 2021 Revolving Cash Facility) for a period of time equal to the period of time of the interest period of such 2021 Loan plus an applicable margin. All amounts under each 2021 Loan are repayable in full on its maturity date. Voluntary prepayments may be made (subject to certain minimum payment amounts and notice requirements). There is a mandatory repayment mechanism in the event that the Company delists from the Australian Securities Exchange. The 2021 Loans attract customary establishment fees and undrawn commitment fees. All 2021 Loans under the 2021 Revolving Cash Facility must be repaid on the date which is four years from the date on which all conditions precedent in connection with the 2021 Revolving Cash Facility were completed or waived, as informed by Westpac.

Each 2021 Loan is guaranteed by certain members of the PEXA Group (“**Guarantor Group**”). Under the 2021 Revolving Cash Facility, the Guarantor Group is required to comprise no less than 90 per cent. of EBITDA of the Obligor Group and 90 per cent. of the total assets of the Obligor Group (as shown in PEXA’s financial reports). The Guarantor Group must also include each wholly-owned member of the Obligor Group that, on a stand-alone basis, contributes greater than 5 per cent. of EBITDA or 5 per cent. of the total assets of the Obligor Group (in each case calculated by reference to the latest financial reports of the Obligor Group). Guarantees are set out in stand-alone documents for the benefit of all lenders and hedge counterparties. The 2021 Loans are unsecured.

The 2021 Revolving Cash Facility contains customary financial undertakings which are tested semi-annually. The 2021 Revolving Cash Facility also contains customary review events such as a change of control of PEXA or delisting of PEXA, amongst other events. In the event that a review event occurs, PEXA and the Agent will have the opportunity to renegotiate the 2021 Revolving Cash Facility in good faith.

The 2021 Revolving Cash Facility is governed by the law of Victoria, Australia.

(ii) *Revolving cash advance facility agreement dated 26 September 2023*

On 26 September 2023, PEXA entered into a syndicated facility agreement in relation to a A\$39,999,999 revolving cash advance facility as borrower and, together with the Obligor Group (as defined above), guarantor with: (i) Westpac Banking Corporation, (ii) Australia and New Zealand Banking Group Limited and (iii) Macquarie Bank Limited as original lenders and Westpac as agent (the “**2023 Revolving Cash Facility**”).

The 2023 Revolving Cash Facility allows monies to be drawn down in relation to: (a) general corporate and working capital purposes of the PEXA Group, (b) certain permitted acquisitions (as set out in the 2023 Revolving Cash Facility), and (c) certain other purposes approved by Westpac. The 2023 Revolving Cash Facility permits an amount drawn down to fund the Acquisition.

The rate of interest on each loan under the 2023 Revolving Cash Facility (each a “**2023 Loan**” and together the “**2023 Loans**”) for each interest period as selected by PEXA (which shall be either one, two, three or six months) under the 2023 Revolving Cash Facility is the percentage rate per annum which is the aggregate of the applicable screen rate (as set out in the 2023 Revolving Cash Facility) for a period of time equal to the period of time of the interest period of such 2023 Loan plus an applicable margin. All amounts under each 2023 Loan are repayable in full on its maturity date. Voluntary prepayments may be made (subject to certain minimum payment amounts and notice requirements). The 2023 Loans attract customary establishment

fees and undrawn commitment fees. All 2023 Loans under the 2023 Revolving Cash Facility must be repaid on the date which is two years from the date of the 2023 Revolving Cash Facility.

Each 2023 Loan is guaranteed by the Guarantor Group (as defined above). Under the 2023 Revolving Cash Facility, the Guarantor Group is required to comprise no less than 90 per cent. of EBITDA of the Obligor Group and 90 per cent. of the total assets of the Obligor Group (as shown in PEXA's financial reports). The Guarantor Group must also include each wholly-owned member of the Obligor Group that, on a stand-alone basis, contributes greater than 5 per cent. of EBITDA or 5 per cent. of the total assets of the Obligor Group (in each case calculated by reference to the latest financial reports of the Obligor Group). Guarantees are set out in stand-alone documents for the benefit of all lenders and hedge counterparties. The 2023 Loans are unsecured.

The 2023 Revolving Cash Facility contains customary financial undertakings which are tested semi-annually. The 2023 Revolving Cash Facility also contains customary review events such as a change of control of PEXA or delisting of PEXA, amongst other events. In the event that a review event occurs, PEXA and the Agent will have the opportunity to renegotiate the 2023 Revolving Cash Facility in good faith.

The 2023 Revolving Cash Facility is governed by the law of Victoria, Australia.

(iii) *Relationship agreement between PEXA and the Commonwealth Bank of Australia*

On 11 June 2021 in connection with the initial public offering of PEXA securities, PEXA entered into a relationship deed with the Commonwealth Bank of Australia ("**CBA**"), which governs the relationship between PEXA and the CBA for so long as the CBA holds at least 10 per cent. of the shares in PEXA ("**Relationship Deed**"). The Relationship Deed includes terms for the shareholding relationship between the CBA and PEXA and is conditional upon PEXA's continual listing on the Australian Securities Exchange. The Relationship Deed contains the following key terms, pursuant to which:

- all dealings with each of the parties' groups will be on arm's length terms;
- the CBA has the option to elect to sell any or all of its shares in PEXA and, if requested by the CBA, PEXA must provide reasonable assistance with the sell down;
- the CBA has the right to nominate in the event that it holds: (i) at least 10 per cent. of the issued shares in PEXA, one director to the board of directors of PEXA who will be appointed as a member of PEXA's audit and risk committee; and (ii) at least 25 per cent. of the issued shares in PEXA, two directors to the board of directors of PEXA, one of whom will be appointed as a member of PEXA's audit and risk committee and one of whom will be appointed as a member of PEXA's nomination, remuneration and people committee; and
- the CBA is granted access rights in respect of certain reporting information from PEXA.

The Relationship Deed is governed by the law of New South Wales and contains customary provisions to manage any dispute between the parties.

(iv) *Acquisition of Optima Legal*

On 7 September 2022, Digcom entered into a share purchase agreement with (i) Capital Legal Services Limited (as the seller) ("**CLS**"), (ii) PEXA Group Limited (as Digcom's guarantor), and (iii) Capita Business Services Ltd (as CLS' guarantor) in relation to the acquisition of the entire issued share capital of Optima Legal Services Limited ("**Optima Legal SPA**").

Pursuant to the terms of the Optima Legal SPA, the total consideration paid was £13,600,000. The acquisition completed on 30 November 2022 ("**Completion Date**"). There are customary warranties, covenants, representations and a specific indemnity. The specific indemnity is for certain pension related and employment related issues identified by Digcom. The aggregate liability of CLS in relation to the specific indemnity is capped at £3,000,000 for a duration of 1 year from the Completion Date. For all warranty claims or claims under the tax covenant Digcom has taken out a warranty and indemnity insurance policy.

The Optima Legal SPA is governed by English law.

9. Service contracts and remuneration

9.1 Save as disclosed below, there are no service contracts in force between any director or proposed director of Smoove and Smoove or any of its subsidiaries and no such contract has been entered into or amended during the six months preceding the date of this Document:

(a) *Smoove Executive Directors*

The Smoove Executive Directors have entered into agreements with members of the Smoove Group as summarised below:

(i) **Jesper With-Fogstrup**

Jesper With-Fogstrup is employed by Smoove under a service agreement dated 20 September 2020 under the terms of which he receives an annual base salary of £300,000. Jesper With-Fogstrup is appointed as Chief Executive Officer and a statutory director of Smoove under the service agreement, on a full time basis.

Jesper With-Fogstrup is eligible to participate in bonus arrangements and any bonus payment under such scheme is discretionary and will be conditional upon him being employed by Smoove, notice not having been served under the service agreement, him not being the subject of a disciplinary investigation and/or not being under a performance improvement plan.

On 12 March 2023, Jesper With-Fogstrup and Smoove entered into a letter which entitles Jesper With-Fogstrup to a transaction bonus of £150,000 in the event of a cash offer resulting in the acquisition of Smoove by a third party. Payment will be subject to usual tax and National Insurance deduction. Payment will not be made if Jesper With-Fogstrup has given notice to end his employment before the sale is announced.

Jesper With-Fogstrup receives contributions into Smoove's qualifying group pension scheme equivalent to a minimum of four per cent. of his annual basic salary, provided that he also contributes no less than five per cent. of his basic salary via salary sacrifice.

Jesper With-Fogstrup's service agreement was amended by letter dated 31 January 2023 so that his service agreement is terminable by Jesper With-Fogstrup on six months' notice but by Smoove on 12 months' notice, unless he is summarily dismissed by Smoove.

Jesper With-Fogstrup is eligible for life assurance, family medical cover, and a variety of paid leave (including adoption leave pay, shared parental leave pay, paternity leave pay and additional leave for new parents).

On termination of Jesper With-Fogstrup's employment, he will be subject to non-dealing, non-compete and non-solicitation restrictive covenants on standard terms for a period of six months following termination of his employment, applicable to suppliers, customers (prospective and current) and employees.

(ii) **Michael Cress**

Michael Cress is employed by Smoove under a signed but undated service agreement with ULS Technology PLC (now called Smoove). This agreement commenced on or around 3 May 2022 under which he receives an annual base salary of £155,000. Michael Cress was appointed as Chief Financial Officer and a statutory director of Smoove under the service agreement, on a full time basis.

Michael Cress is eligible to participate in the Smoove bonus scheme, whereby he may receive an annual bonus at the discretion of Smoove. He is also entitled to participate in Smoove's long-term incentive plan and the Smoove Share Plans.

On 12 March 2023, Michael Cress and Smoove entered into a letter which entitles Michael Cress to a transaction bonus of £75,000 in the event of a cash offer resulting in the acquisition of Smoove by a third party. Payment will be subject to usual tax and National Insurance deduction. Payment will not be made if Michael Cress has given notice to end his employment before the sale is announced.

Michael Cress is eligible to participate in the employer's pension scheme, which usually means he can receive contributions of up to five per cent. of his salary into the group pension scheme.

Pursuant to a variation letter to his service agreement dated 2 February 2023, Michael Cress will not be required to work his six-month notice period if Smoove terminates his employment other than for summary dismissal (where no notice is required either). A subsequent amendment effective from 27 July 2023 provides that this shall apply after a mutually agreed period of handover.

Michael Cress is eligible for private medical cover (for him, his spouse, and any children under 18), professional insurance, paid days off when unwell and paternity benefits.

On termination of his employment, Michael Cress will be subject to non-dealing, non-compete and non-solicitation restrictive covenants on standard terms for the six months following termination of his employment, applicable to both customers (prospective and current) and employees. In addition, he will be restricted from being employed or engaged by any business started by two or more key employees of Smoove during the period of six months following the last date on which any of the key employees were employed. He is also prohibited from holding a material interest in a competing business or which could result in him disclosing confidential information.

(b) *Smoove Non-Executive Directors*

The Smoove Non-Executive Directors have each entered into terms of engagement with Smoove Group.

Each appointment is for an initial three-year period, unless terminated earlier by either party giving to the other three month's prior written notice. Each Smoove Non-Executive Director is expected to serve two three-year terms. Elaine Bucknor was appointed with effect from 26 June 2018, Oliver Scott was appointed with effect from 6 January 2020 and Martin Rowland was appointed with effect from 30 November 2018.

Martin Rowland was subsequently appointed as Chairman of Smoove with effect from 14 February 2020. Each Smoove Non-Executive Director is a member of the Audit, Remuneration and Nominations Committees.

Each Smoove Non-Executive Director's appointment is subject to the Smoove Articles, continued satisfactory performance, re-election by the shareholders and any relevant statutory provisions relating to the removal of a director. A Smoove Non-Executive Director's appointment may be terminated with immediate effect for certain specified reasons, including material breach of obligations and being disqualified from acting as a director.

Martin Rowland is expected to spend a minimum of two days per month on work for Smoove. He is paid an annual fee of £60,000. Elaine Bucknor and Oliver Scott are each expected to spend a minimum of two days per month on work for Smoove. They are each paid an annual fee of £35,000. In each case, the annual fee covers all duties including service on any committee and, in the event of termination a Smoove Non-Executive Director is just entitled to the proportion of any unpaid fee that has accrued to the date of termination. The fee due to Oliver Scott is to be paid to Kestrel Partners LLP.

The Smoove Non-Executive Directors may claim reimbursement for reasonably and properly documented expenses incurred in performing their duties, provided that they are claimed in accordance with Smoove's expenses policies. The Smoove Non-Executive Directors are required to disclose any significant outside interests that they have outside of their roles with Smoove. Each Smoove Non-Executive Director shall be subject to an annual evaluation process.

Smoove maintains directors' and officers' liability insurance for the benefit of each Smoove Non-Executive Director.

9.2 Save as disclosed above:

- (a) there are no service contracts or letters of appointment, between any Smoove Director or proposed director of Smoove and any member of the Smoove Group and save as disclosed above, no such contract or letter of appointment has been entered into or amended within the six months preceding the date of this Document;
- (b) no Smoove Director is entitled to commission or profit-sharing arrangements; and
- (c) other than statutory compensation and payment in lieu of notice, no compensation is payable by Smoove to any Smoove Director upon early termination of their appointment.

- 9.3 Save as set out in this Document, the effect of the Scheme on the interests of the Smoove Directors does not differ from its effect on the like interests of any other holder of Scheme Shares.
- 9.4 Save as disclosed in this Document, the emoluments of the Smoove Directors and the Digcom Directors will not be affected by the Acquisition or any other associated transaction.

10. Other information

- 10.1 Except as disclosed in this Document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Digcom, PEXA or any person acting in concert with either of them and any of the directors, recent directors, shareholders or recent shareholders of Smoove or any person interested or recently interested in shares of Smoove having any connection with or dependence on or which is conditional upon the outcome of the Acquisition.
- 10.2 Save with the consent of the Panel, settlement of the Consideration to which each Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the terms of the Scheme without regard to any lien or right of set-off, counterclaim or other analogous right to which Digcom may otherwise be, or claim to be, entitled against any such Scheme Shareholder.
- 10.3 Except as disclosed in this Document, there is no agreement, arrangement or understanding by which any securities acquired in pursuance of the Acquisition will be transferred to any other person, but Digcom reserves the right to transfer any such shares to any member of the Wider PEXA Group.
- 10.4 Save as disclosed in this Document, there is no agreement or arrangement to which Digcom is a party which relates to the circumstances in which it may or may not invoke a Condition to the Scheme.

11. Consent

Deutsche Numis and Cavendish have each given and not withdrawn their consent to the publication of this Document with the inclusion herein of the references to their names in the form and context in which they appear.

12. No significant change

Except as disclosed in this Document, there has been no significant change in the financial or trading position of Smoove since 31 March 2023 (the date to which the latest audited accounts of Smoove were prepared).

13. Fees and expenses

PEXA estimates that the aggregate fees and expenses expected to be incurred by PEXA in connection with the Acquisition will be £2,568,000 (excluding applicable VAT). Set out below are the estimates of fees and expenses (excluding applicable VAT) expected to be incurred in relation to:

	£
(a) Financial and corporate broking advice	900,000
(b) Legal advice ⁽¹⁾	611,000
(c) Accountancy advice	980,000
(d) Public relations advice	8,000
(e) Other costs and expenses	69,000
Total	2,568,000

(1) These services are charged by reference to hourly or daily rates. Amounts included here reflect the time incurred up to the Last Practicable Date and an estimate of the further time required.

Smooove estimates that the aggregate fees and expenses expected to be incurred by Smooove in connection with the Acquisition will be £883,500 (excluding applicable VAT). Set out below are the estimates of fees and expenses (excluding applicable VAT) expected to be incurred in relation to:

	£
(a) Financial and corporate broking advice	462,000
(b) Legal advice ⁽¹⁾	335,000
(c) Other professional services	84,500
(d) Other costs and expenses	2,000
Total	883,500

(1) These services are charged by reference to hourly or daily rates. Amounts included here reflect the time incurred up to the Last Practicable Date and an estimate of the further time required.

14. Documents

Copies of the following documents will be available by 12 noon following the date of this Document, subject to any restrictions relating to persons resident in certain jurisdictions, at www.hellosmoove.com/investorrelations until the Effective Date:

- (a) this Document and the Forms of Proxy;
- (b) the memorandum and articles of association of each of Smooove and Digcom;
- (c) the 2023 Smooove Annual Report and the 2022 Smooove Annual Report;
- (d) the Smooove Articles as proposed to be amended pursuant to the Resolution;
- (e) the irrevocable undertakings and letter of intent to vote in favour of the Acquisition referred to in paragraph 6 above;
- (f) the financial information relating to Digcom and PEXA referred to in Part C of Part 5 (*Financial Information and Ratings*) of this Document;
- (g) the written consents referred to in paragraph 11 above;
- (h) the Confidentiality Agreement; and
- (i) the Co-operation Agreement.

The content of the websites referred to in this Document is not incorporated into and does not form part of this Document.

Smooove Shareholders, persons with information rights and any other person to whom a copy of this Document has been sent will not automatically be sent a copy of any document incorporated into this Document by reference. Smooove will, however, upon written or oral request of any such person, provide without charge a copy of any documents incorporated by reference into this Document. Documents referred to in documents incorporated by reference into this Document are not incorporated into and do not form part of this Document and, accordingly, will not be provided unless they are specifically incorporated by reference into this Document.

Requests for copies of any such documents should be made in writing to Smooove's Registrar, Equiniti Limited, at Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA or between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used) with an address to which the hard copy may be sent.

Dated: 16 October 2023

PART 8

SOURCE OF INFORMATION AND BASES OF CALCULATION

Unless otherwise stated in this Document:

1. As at the Last Practicable Date, Smoove had in issue 57,016,550 Smoove Shares, which includes 1,632,314 Smoove Shares held by the trustee of the Smoove EBT that can be used to satisfy the exercise of options and vesting of awards granted under the Smoove Share Plans.
2. The fully diluted share capital of Smoove (being 57,060,216 Smoove Shares) is calculated on the basis of:
 - (a) the number of Smoove Shares referred to in paragraph 1 above; and
 - (b) 43,666 Smoove Shares which may be issued on or after the date of this Document on the exercise of options or vesting of awards granted or agreed to be granted under the Smoove Share Plans.
3. A value of approximately £30.8 million for the entire issued and to be issued share capital of Smoove is based on:
 - (a) the Consideration of 54 pence per Smoove Share; and
 - (b) Smoove's assumed fully diluted issued share capital of 57,060,216 Smoove Shares, as set out in paragraph 2 above.
4. The premium calculations to the price per Smoove Share used in this Document have been calculated based on the Consideration of 54 pence per Smoove Share, and by reference to:
 - (a) the Closing Price on 21 April 2023 (being the last Business Day before the commencement of the Offer Period) of 31.9 pence per Smoove Share, derived from Bloomberg;
 - (b) the one-month volume weighted average Closing Price of 31.0 pence per Smoove Share as at 21 April 2023 (being the last Business Day before the commencement of the Offer Period), derived from Bloomberg; and
 - (c) the three-month volume weighted average Closing Price of 37.5 pence per Smoove Share as at 21 April 2023 (being the last Business Day before the commencement of the Offer Period), derived from Bloomberg.
5. The Enterprise Value of £20.8 million is calculated on the basis of:
 - (a) a fully diluted equity value of £30.8 million as calculated in accordance with paragraph 3 above;
 - (b) Smoove's net cash position of £9.2 million as at 30 September 2023; and
 - (c) £0.8 million received from the proceeds of exercised options.
6. The implied Enterprise Value / FY23 revenue multiple of 1.0x is calculated on the basis of:
 - (a) an Enterprise Value of £20.8 million calculated in accordance with paragraph 5 above; and
 - (b) Smoove revenue of £20.6 million for its financial year ended 31 March 2023.
7. The implied Enterprise Value / FY23 gross profit multiple of 2.7x is calculated on the basis of:
 - (a) an Enterprise Value of £20.8 million calculated in accordance with paragraph 5 above; and
 - (b) Smoove gross profit of £7.8 million for its financial year ended 31 March 2023.
8. Unless otherwise stated, the financial information of Smoove is extracted (without material adjustment) from the annual report and audited consolidated accounts of Smoove for the 12 months ended 31 March 2023.
9. Certain figures included in this Document have been subject to rounding adjustments.

PART 9

DEFINITIONS

The following definitions apply throughout this Document, other than in the Scheme set out at Part 4 (*The Scheme of Arrangement*) of this Document and in the notices of the Smoove Shareholder Meetings, unless the context requires otherwise:

“£”, “pence” or “sterling”	means the lawful currency of the United Kingdom;
“Acquisition”	means the acquisition of the entire issued and to be issued share capital of Smoove by Digcom to be implemented by way of the Scheme or, should Digcom so elect (with the consent of the Panel and subject to the terms of the Co-operation Agreement) by way of the Takeover Offer, and, where the context admits, any subsequent revision, variation, extension or renewal thereof;
“AIM”	means the market of that name operated by the London Stock Exchange;
“AIM Rules”	means the Rules and Guidance notes for companies listed on AIM issued by the London Stock Exchange from time to time;
“ALL”	means Amity Law Limited, a private limited company incorporated in England and Wales with registered number 5490029 and whose registered office is at The Loweswater Suite, Second Floor Paragon House, Paragon Business Park, Chorley New Road, Horwich, Bolton, Lancashire BL6 6HG;
“Announcement”	means the announcement of a firm intention to make an offer for the entire issued and to be issued share capital of Smoove pursuant to Rule 2.7 of the Takeover Code made by Digcom and Smoove on the Announcement Date;
“Announcement Date”	means 4 October 2023;
“ASX”	means Australian Stock Exchange;
“Authorisations”	means regulatory authorisations, orders, recognitions, grants, determinations, consents, clearances, confirmations, certificates, licences, permissions, exemptions or approvals;
“Business Day” or “working day”	means a day (other than a Saturday, Sunday, public or bank holiday) on which banks are generally open for business in London, England;
“Cavendish”	means Cavendish Securities plc with registered office at 1 Bartholomew Close London, EC1A 7BL;
“certificated” or “in certificated form”	means a share or other security which is not in uncertificated form (that is, not in CREST);
“CLC”	means The Council for Licensed Conveyancers;
“Closing Price”	means the closing middle market quotation for a Smoove Share on the day to which such price relates, derived from the AIM appendix to the Daily Official List of the London Stock Exchange;
“CMA”	means the Competition and Markets Authority;

“Combined Group”	means PEXA Group, including the Smoove Group, following the Acquisition becoming Effective;
“Companies Act”	means the Companies Act 2006, as amended from time to time;
“Completion”	means completion of the Acquisition;
“Conditions”	means the conditions to implementation of the Acquisition, as set out in Part 3 (<i>Conditions to and Further Terms of the Acquisition</i>) of this Document and “Condition” means such one or more of them as the context may require;
“Confidentiality Agreement”	means the agreement between PEXA and Smoove in relation to the Acquisition dated 9 August 2023;
“Consideration”	means the cash consideration of 54 per Smoove Share;
“Co-operation Agreement”	means the co-operation agreement entered into between Digcom and Smoove dated 4 October 2023, regulating the conduct of the parties in respect of the Acquisition a summary of which is set out in paragraph 12(b) of Part 2 (<i>Explanatory Statement</i>) of this Document;
“Court”	means the High Court of Justice in England and Wales;
“Court Hearing”	means the hearing of the Court to sanction the Scheme under section 899 of the Companies Act;
“Court Meeting”	means the meeting of Scheme Shareholders convened by an order of the Court pursuant to Part 26 of the Companies Act for the purposes of considering and, if thought fit, approving the Scheme (with or without amendment) including any adjournment thereof, notice of which is contained in Part 10 (<i>Notice of Court Meeting</i>) of this Document;
“Court Order”	means the order of the Court sanctioning the Scheme under section 899 of the Companies Act;
“CREST”	means the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755) in respect of which Euroclear is the Operator (as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755));
“CREST Proxy Instructions”	means a properly authenticated CREST message appointing and instructing a proxy to attend and vote in place of a Smoove Shareholder in the Court Meeting and/or the General Meeting and containing the information required to be contained in the CREST manual;
“Daily Official List”	means the daily official list of the London Stock Exchange;
“Dealing Disclosure”	means an announcement pursuant to Rule 8 of the Takeover Code containing details of dealings in interests in relevant securities of a party to an offer;
“Deutsche Numis “	means Numis Securities Ltd with registered office at 45 Gresham Street, London EC2V 7BF;

“Digcom”	means Digcom UK Holdings Limited Limited, a private limited company incorporated in England and Wales with registered number 12829486 and whose registered office is at 85 Great Portland Street, First Floor, London W1W 7LT;
“Digcom Directors”	means the directors of Digcom as at the date of this Document;
“Disclosed”	means: <ul style="list-style-type: none"> (a) disclosed by, or on behalf of, Smoove in Smoove’s annual report and financial statements for the year ended 31 March 2023; (b) fairly disclosed prior to the Announcement Date by, or on behalf of, Smoove to Digcom or PEXA (or any of their respective officers, employees, agents or advisers in their capacity as such), including (without limitation) via the virtual data room operated on behalf of Smoove in respect of the Acquisition or via email; (c) as otherwise publicly announced by Smoove prior to Announcement Date (by delivery of an announcement to a Regulatory Information Service); or (d) disclosed in the Announcement;
“Document”	means this document dated 16 October 2023 containing (amongst other things) the Scheme and the Explanatory Statement;
“Effective”	means either: <ul style="list-style-type: none"> (a) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective in accordance with its terms, upon the delivery of the Court Order to the Registrar of Companies; or (b) if the Acquisition is implemented by way of Takeover Offer, the Takeover Offer having been declared or having become unconditional in accordance with the requirements of the Takeover Code;
“Effective Date”	means the date on which the Acquisition becomes Effective in accordance with its terms;
“ELNO”	means Electronic Lodgement Network Operator;
“EMI”	means enterprise management incentive;
“Enterprise Value”	means the enterprise value of the Acquisition of Smoove calculated in accordance with paragraph 5 of Part 8 (<i>Source of Information and Bases of Calculation</i>) of this Document;
“Euroclear”	means Euroclear UK & Ireland Limited;
“Excluded Shares”	means any Smoove Shares: <ul style="list-style-type: none"> (a) registered in the name of, or beneficially owned by, PEXA or any member of the PEXA Group, or any of their nominees; or (b) held by Smoove in treasury as at the Scheme Record Time;
“Explanatory Statement”	means the explanatory statement (in compliance with Part 26 of the Companies Act) relating to the Scheme, as set out in Part 2 (<i>Explanatory Statement</i>) of this Document;

“FCA”	means the UK Financial Conduct Authority or its successor from time to time;
“Forms of Proxy”	means the forms of proxy for use in connection with each of the Court Meeting and the General Meeting;
“FSMA”	means the Financial Services and Markets Act 2000, as amended from time to time;
“General Meeting”	means the general meeting of Smoove Shareholders to be convened for the purpose of considering and, if thought fit, approving the Resolution including any adjournment thereof, notice of which is contained in Part 11 (<i>Notice of General Meeting</i>) of this Document;
“group undertaking”	has the meaning given in section 1161 of the Companies Act;
“JOAs”	means the joint ownership agreements entered into in January 2023 between, amongst others, Smoove, the trustee of the Smoove EBT and the relevant employee;
“Last Practicable Date”	means close of business on 13 October 2023 (being the last practicable date prior to the publication of this Document);
“London Stock Exchange”	means London Stock Exchange plc or its successor;
“Long Stop Date”	means 30 April 2024, or such later date as may be agreed between Digcom and Smoove (with the Panel’s consent and as the Court may approve, if such approval is required);
“LSA”	means the Legal Services Act 2007 (as amended from time to time);
“MLRs”	means The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended from time to time);
“Offer” or “Takeover Offer”	means, should the Acquisition be implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act, the offer to be made by or on behalf of Digcom to acquire the entire issued and to be issued share capital of Smoove and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;
“Offer Document”	means, should the Acquisition be implemented by means of the Takeover Offer, the document to be sent to Smoove Shareholders which will contain, amongst other things, the terms and conditions of the Takeover Offer;
“Offer Period”	means the offer period (as defined in the Takeover Code) relating to Smoove which commenced on 24 April 2023;
“Opening Position Disclosure”	has the meaning given by Rule 8 of the Takeover Code;
“Optima Legal”	means Optima Legal Services Limited, a private limited company incorporated in England and Wales with registered number 05781608 and whose registered office is at Hepworth House, Claypit Lane, Leeds LS2 8AE;
“Overseas Shareholders”	means Scheme Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom;

“Panel”	means the Panel on Takeovers and Mergers;
“PEXA”	means PEXA Group Limited an Australian public company limited by shares with company number 629193764 whose registered office is Docklands, Victoria 3008 Australia;
“PEXA Board” or “PEXA Directors”	means the board of directors of PEXA as at the date of this Document or, where the context so requires, the board of directors of PEXA from time to time;
“PEXA Group”	means PEXA and its group undertakings from time to time and where the context permits, each of them;
“Registrar of Companies”	means the Registrar of Companies in England and Wales;
“Regulatory Information Service” or “RIS”	means any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements;
“Resolution”	means the special resolution to be proposed by Smoove at the General Meeting necessary to implement the Scheme, including, amongst other things, to make certain amendments to the Smoove Articles and to approve the re-registration of Smoove as a private limited company in accordance with the Companies Act;
“Restricted Jurisdiction”	means any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available to Smoove Shareholders in that jurisdiction;
“Scheme”	means the proposed scheme of arrangement under Part 26 of the Companies Act between Smoove and Smoove Shareholders in connection with the Acquisition, set out in Part 4 (<i>The Scheme of Arrangement</i>) of this Document, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Smoove and Digcom;
“Scheme Record Time”	means 6.00 p.m. on the Business Day immediately after the date of the Court Hearing at which the Scheme is sanctioned by the Court;
“Scheme Shareholder”	means a holder of Scheme Shares;
“Scheme Shares”	means all Smoove Shares: <ul style="list-style-type: none"> (a) in issue at the date of this Document; (b) (if any) issued after the date of this Document but prior to the Voting Record Time; and (c) (if any) issued on or after the Voting Record Time but before the Scheme Record Time either on terms that the original or any subsequent holders thereof shall be bound by the Scheme, or in respect of which the holders thereof shall have agreed in writing to be bound by the Scheme, <p>in each case remaining in issue at the Scheme Record Time, but excluding any Excluded Shares;</p>
“SDRT”	means United Kingdom stamp duty reserve tax;
“Share Plan Letters”	the letters sent on or around the date of this Document to participants in the Smoove Share Plans regarding the effect of the Scheme on their rights under the Smoove Share Plans and, where applicable, containing details of the appropriate proposals being made by Digcom in accordance with Rule 15 of the Takeover Code;

“Shareholder Irrevocables”	means the irrevocable undertakings given by Kestrel Partners LLP, Harwood Capital Management Limited and Herald Investment Management Limited to vote in favour (or procure the voting in favour, as applicable) of the Scheme at the Court Meeting and the Resolution to be proposed at the General Meeting (or in the event that the Acquisition is implemented by way of a Takeover Offer, to accept or procure the acceptance of such Takeover Offer);
“significant interest”	means a direct or indirect interest in 20 per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act);
“SIP”	means the ULS Technology Plc Share Incentive Plan dated 15 September 2020;
“Smooove”	means Smooove plc, a public limited company incorporated in England and Wales, with registered number 07466574, whose registered office is at Masters Court, Church Road, Thame, Oxon, OX9 3FA;
“Smooove Articles”	means the articles of association of Smooove, adopted on 22 July 2014;
“Smooove Board” or “Smooove Directors”	means the directors of Smooove as at the date of this Document or, where the context so requires, the board of directors of Smooove from time to time;
“Smooove EBT”	means the Smooove employee benefit trust created pursuant to a trust deed dated 24 March 2016;
“Smooove Group”	means Smooove and its group undertakings from time to time and where the context permits, each of them;
“Smooove Non-Executive Directors”	means Martin Rowland, Elaine Bucknor and Oliver Scott;
“Smooove Share Plans”	means the ULS Technology plc Enterprise Management Incentive and Non-Tax Advantaged Share Option Plan 2014, the Smooove plc Share Option Scheme 2023, the JOAs and the SIP;
“Smooove’s Registrar”	means Equiniti Limited of Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA;
“Smooove Shareholder Meetings” or “Meetings”	means the Court Meeting and the General Meeting;
“Smooove Shareholders”	means holders of Smooove Shares;
“Smooove Shares”	means the ordinary shares of 0.4 pence each in the capital of Smooove;
“subsidiary”	shall have the meaning given in section 1159 of the Companies Act;
“subsidiary undertaking” and “undertaking”	shall have the meaning given in section 1162 of the Companies Act;
“Takeover Code” or “Code”	means the City Code on Takeovers and Mergers as issued from time to time by or on behalf of the Panel;
“Torrens title jurisdiction”	means a jurisdiction that uses a centralised land register that represents an authoritative register of real property interests;

“uncertificated” or
“in uncertificated form”

means a share or other security which is recorded on the relevant register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST;

“United Kingdom” or **“UK”**

means the United Kingdom of Great Britain and Northern Ireland;

“United States” or **“US”**

means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia and all other areas subject to its jurisdiction;

“Voting Record Time”

means 6.30 p.m. on the day which is two days (excluding non-working days) prior to the date of the Court Meeting, or, if the Court Meeting is adjourned, 6.30 p.m. on the day which is two days (excluding non-working days) before the date of such adjourned meeting;

“Wider PEXA Group”

means PEXA and its subsidiary undertakings, associated undertakings and any other undertaking in which PEXA and/or such undertakings (aggregating their interests) have a significant interest; and

“Wider Smoove Group”

means Smoove, its subsidiary undertakings, associated undertakings and any other undertakings in which that company and such undertakings (aggregating their interests) have a significant interest, and, where the context so admits or requires, the plural includes the singular and vice versa.

Any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof.

PART 10

NOTICE OF COURT MEETING

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2023-004212

IN THE MATTER OF SMOOVE PLC AND IN THE MATTER OF THE COMPANIES ACT 2006

NOTICE IS HEREBY GIVEN that, by an order dated 13 October 2023 made in the above matters, the Court has granted permission for a meeting (the “**Court Meeting**”) to be convened of the holders of Scheme Shares (as defined in the Scheme (defined below)) for the purpose of considering and, if thought fit, approving (with or without modification) a scheme of arrangement proposed to be made pursuant to Part 26 of the Companies Act 2006 between Smoove plc (the “**Company**”) and the holders of Scheme Shares (the “**Scheme**”) and that such meeting will be held at the offices of Cavendish at 1 Bartholomew Close, London EC1A 7BL on 14 November 2023 at 11.00 a.m..

A copy of the said Scheme and a copy of the explanatory statement required to be furnished pursuant to Part 26 of the Companies Act 2006 are incorporated in the document of which this notice forms part.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the document of which this notice forms a part.

Voting on the resolution to approve the Scheme of Arrangement will be by way of poll, which shall be conducted as the Chairman of the Court Meeting may determine.

Right to Appoint a Proxy; Procedure for Appointment

Voting at the Court Meeting will be by poll. Holders of Scheme Shares may vote in person at the Court Meeting or they may appoint another person or persons, whether or not a member of the Company, as their proxy or proxies to exercise all or any of their rights to attend, speak and vote in their stead.

Scheme Shareholders are strongly encouraged to submit proxy appointments and instructions for the Court Meeting as soon as possible, using any of the methods (by post, by hand or through CREST) set out below. Scheme Shareholders are also strongly encouraged to appoint “the Chairman of the Meeting” as their proxy. Any other person appointed as proxy will be able to attend, speak and vote at the Court Meeting.

A BLUE Form of Proxy for use in connection with the Court Meeting is enclosed with this Notice. Scheme Shareholders entitled to attend and vote at the Court Meeting who hold their shares through CREST may appoint a proxy using the CREST electronic proxy appointment service.

The completion and return of the BLUE Form of Proxy (by post or by hand), or transmission of a proxy appointment or voting instruction through CREST or by any other procedure described in this Document, will not prevent you from attending, speaking and voting at the Court Meeting, or any adjournment thereof, if you are entitled to and wish to do so.

Sending BLUE Forms of Proxy by post

You should complete, sign and return a BLUE Form of Proxy (together with any power of attorney or other authority, if any, under which it is signed, or a duly certified copy thereof) by post or (during normal business hours only) by hand to the Company’s registrar, Equiniti Limited, at Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA to be received not later than 11.00 a.m. on 10 November 2023, or in the case of any adjournment, not later than 48 hours (excluding any part of a day that is not a working day) before the

time appointed for the adjourned Court Meeting. For your convenience, a pre-paid envelope (for use in the UK only) has been provided which can be used with respect to the BLUE Form of Proxy. However, if forms are not so returned they may be handed to the Chairman of the Court Meeting before the start of the Court Meeting.

If the BLUE Form of Proxy for the Court Meeting is not returned by the above time, a copy of the completed and signed BLUE Form of Proxy may be handed to the Chairman of the Court Meeting at any time before the time that the Court Meeting is due to commence and it will still be valid.

As a member of the Company, you are entitled to appoint one or more proxies to exercise all or any of your rights to attend, speak and vote on your behalf at the Court Meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares. A space has been included in the BLUE Form of Proxy to allow holders of Scheme Shares to specify the number of shares in respect of which that proxy is to be appointed. Scheme Shareholders who return the BLUE Form of Proxy duly executed but leave this space blank shall be deemed to have appointed the proxy in respect of all their Scheme Shares. A proxy need not be a member of the Company but they must attend the Court Meeting to represent you. If you wish to appoint more than one proxy, please contact the Company's registrar, Equiniti, on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used) or photocopy the BLUE Form of Proxy as required.

Electronic appointment of proxies through CREST

Members who hold their shares in uncertificated form through CREST who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the Court Meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual (which can be viewed at www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have appointed any 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.

In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST Proxy Instruction must be properly authenticated in accordance with the specifications of Euroclear UK & Ireland Limited ("**Euroclear**") and must contain the information required for such instructions, as described in the CREST Manual. The message, regardless of whether it relates to the appointment of a proxy or to 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 Equiniti (ID RA19) by 11.00 a.m. on 10 November 2023 or in the case of any adjournment, not later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the adjourned Court Meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which Equiniti is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. 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.

CREST members and, where applicable, their CREST sponsors or voting service provider(s), should note that Euroclear does not make available special procedures in CREST for any particular messages. 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 any voting service provider(s), to procure that their 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 CREST by any particular time. CREST members and, where applicable, their CREST sponsors or voting service provider(s) are referred, in particular, to those sections of the CREST Manual concerning practical limitations of CREST and timings.

Completion and return of a Form of Proxy, or the appointment of a proxy electronically using CREST (or any other procedure described in the document of which this Notice forms part), will not preclude a holder of Scheme Shares from attending, speaking and voting in person at the Court Meeting, or any adjournment thereof, if such holder of Scheme Shares wishes and is entitled to do so.

Voting Record Time

Only those shareholders registered in the register of members of the Company as at 6.30 p.m. on 10 November 2023 or, in the event that the Court Meeting is adjourned, in the register of members at 6.30 p.m. on the day which is two days (excluding non-working days) before the day of any adjourned meeting, shall be entitled to attend or vote in respect of the number of shares registered in their name at the relevant time. Changes to entries in the relevant register of members after 6.30 p.m. on 10 November 2023 or, in the event that the Court Meeting is adjourned, after 6.30 p.m. on the day which is two days (excluding non-working days) before the day of any adjourned meeting, shall be disregarded in determining the rights of any person to attend or vote at the Court Meeting.

Joint holders

In the case of joint holders of Scheme Shares, any one such joint holder may tender a vote (whether in person or by proxy), however the vote of the senior who tenders a vote whether in person or by proxy will be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority will be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.

Corporate representatives

As an alternative to appointing a proxy, any holder of Scheme Shares which is a corporation may appoint one or more corporate representatives who may exercise on its behalf all its powers as a member, provided that if two or more corporate representatives purport to vote in respect of the same shares, if they purport to exercise the power in the same way as each other, the power is treated as exercised in that way, and in other cases the power is treated as not exercised. Only one corporate representative is to be counted in determining whether under section 899(1) of the Companies Act 2006 a majority in number of the Scheme Shareholders approved the Scheme of Arrangement. The Chairman of the Court Meeting may require the corporate representative to produce to the Company's registrar, Equiniti, his or her written authority to attend and vote at the Court Meeting at any time before the start of the Court Meeting. The representative shall not be entitled to exercise the powers conferred on them by the Smoove Shareholder until any such demand has been satisfied.

By the said order, the Court has appointed Martin Rowland or, failing him, any other director of the Company to act as Chairman of the Court Meeting and has directed the Chairman to report the result of the Court Meeting to the Court.

The said Scheme of Arrangement will be subject to the subsequent sanction of the Court.

DATED: 16 October 2023

Shoosmiths LLP
1 Bow Churchyard
London EC4M 9DQ

Solicitors for the Company

PART 11

NOTICE OF GENERAL MEETING

Smoove PLC

(incorporated in England and Wales with registered number 07466574)

NOTICE IS HEREBY GIVEN that a general meeting of Smoove plc (the “**Company**”) will be held at the offices of Cavendish at 1 Bartholomew Close, London EC1A 7BL on 14 November 2023 at 11.15 a.m. (or as soon thereafter as the Court Meeting (as defined in Part 9 (*Definitions*) of the document of which this notice forms part) is concluded or adjourned) for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as a special resolution.

Unless the context requires otherwise, any capitalised term used but not defined in this notice shall have the meaning given to such term in the document of which this Notice forms part.

SPECIAL RESOLUTION

THAT:

- A. For the purpose of giving effect to the scheme of arrangement dated 16 October 2023 (as amended or supplemented) (the “**Scheme**”) between the Company and the holders of the Scheme Shares (as defined in said Scheme), a print of which has been produced to this meeting and for the purposes of identification signed by the Chairman of this meeting, in its original form or with or subject to any modification, addition or condition agreed between the Company and Digcom UK Holdings Limited and approved or imposed by the Court, the directors of the Company (or a duly authorised committee thereof) be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect.
- B. For the purpose of giving effect to the Scheme, with effect from the passing of this resolution, the articles of association of the Company be and are amended by the adoption and inclusion of the following new Article 188 after Article 187:

“188 Scheme of Arrangement

188.1 In this Article 188, the “**Scheme**” means the scheme of arrangement dated 16 October 2023 (as amended or supplemented), between the Company and the holders of the Scheme Shares (as defined in the Scheme) under Part 26 of the Act and as approved by the holders of the Scheme Shares at the meeting convened by the Court (as defined in the Scheme) and as may be modified or amended in accordance with its terms, and (save as otherwise defined in this Article), expressions defined in the Scheme shall have the same meanings in this Article.

188.2 Notwithstanding either any other provision of these Articles or the terms of any resolution whether ordinary or special passed by the Company in general meeting, if the Company issues or transfers from treasury any ordinary shares (other than to Digcom UK Holdings Limited (“**Bidco**”), any subsidiary of Bidco, any parent undertaking of Bidco or any subsidiary of such parent undertaking or any nominee(s) of Bidco (each a “**Bidco Company**”)) on or after the adoption of this Article and before the Scheme Record Time (as defined in the Scheme), such ordinary shares shall be issued or transferred from treasury subject to the terms of the Scheme and shall be Scheme Shares for the purposes of the Scheme and the original or any subsequent holder of such ordinary shares shall be bound by the Scheme accordingly.

188.3 Notwithstanding any other provision of these Articles, if any ordinary shares are issued or transferred from treasury to any person (other than a Bidco Company or its nominee(s)) (a “**New Member**”) at or after the Scheme Record Time (as defined in the Scheme) (the “**Post-Scheme Shares**”), such Post-Scheme Shares shall, subject to the Scheme becoming Effective, be immediately transferred to Bidco (or such person as Bidco may direct) (the “**Purchaser**”) by the New Member (or any nominee of such New Member) in consideration of the payment to the New Member of an amount in cash for each Post-Scheme Share equal to the cash consideration which such New Member would have been entitled to receive had each Post-Scheme Share been a Scheme Share (as applicable, after deduction of any tax and National Insurance or social security contributions which an employer or any other company is

required to withhold or account for in respect of either that consideration or the issue or transfer of such shares (the “**Relevant Deductions**”).

- 188.4 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation) effected after the Effective Date (as defined in the Scheme), the value of the consideration per Post-Scheme Share to be paid under Article 188.3 above shall be adjusted by the Board in such manner as the auditors of the Company or an independent investment bank selected by the Company may determine to be fair and reasonable to reflect such reorganisation or alteration. References in this Article to shares shall, following such adjustment, be construed accordingly.
- 188.5 To give effect to any transfer of Post-Scheme Shares required by this Article, the Company may appoint any person as attorney and/or agent for the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) to execute and deliver as transferor a form or forms of transfer or other instrument(s) or instruction(s) of transfer on behalf of the New Member to transfer the Post-Scheme Shares to the Purchaser or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of such attorney or agent be necessary or desirable to vest the Post-Scheme Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Post-Scheme Shares as the Purchaser may direct. If an attorney or agent is so appointed, the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) shall not thereafter (except to the extent that such attorney or agent fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Post-Scheme Shares unless so agreed in writing by the Purchaser. The attorney or agent shall be empowered to execute and deliver as transferor a form or forms of transfer or other instrument(s) or instruction(s) of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of the Purchaser or its nominee(s) and the Company may give a good receipt for the purchase price of the Post-Scheme Shares and may register the Purchaser or its nominee(s) as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) for the Post-Scheme Shares. The Purchaser shall settle the consideration due to the New Member pursuant to Article 188.3 above by sending a cheque drawn on a UK clearing bank or an electronic payment (or shall procure that such a cheque or electronic payment is sent) in favour of the New Member (or the relevant transferee or nominee) for the purchase price of each Post-Scheme Share, or by an alternative method communicated by the Purchaser to the New Member, and in each case, as soon as practicable and in any event, subject to Article 188.6 below, no later than 14 days after the date on which such Post-Scheme Shares are issued to the New Member.
- 188.6 Where the payment of any consideration for Post-Scheme Shares to a New Member requires Relevant Deductions to be made and the Company determines that such payment is to be made through payroll to the relevant New Member, such payment shall be effected as soon as reasonably practicable after the date on which such Post-Scheme Shares are issued to the New Member (but is not required to be effected within 14 days after the date on which such Post-Scheme Shares are issued to the New Member).
- 188.7 If the Scheme shall not have become Effective by the applicable date referred to in (or otherwise set in accordance with) clause 6.2 of the Scheme (or such later date, if any, as Bidco and the Company may agree and the Court and the Panel on Takeovers and Mergers may allow, if such consent is required), this Article 188 shall be of no effect.
- 188.8 Notwithstanding any other provision of these Articles, neither the Company nor the Board shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date of the Scheme other than to the Purchaser or its nominee(s) pursuant to the Scheme.”; and

- C. Subject to and conditional upon the Scheme becoming Effective (as such term is defined in the Scheme), pursuant to the provisions of section 97 of the Companies Act 2006, the Company be re-registered as a private limited company with the name "Smooove Limited" with effect from the date it is registered at Companies House.

Registered Office:

Masters Court
Church Road
Thame
Oxon
OX9 3FA

By order of the Board

Michael Cress
Secretary

Dated 16 October 2023

Notes

Entitlement to attend, speak and vote

1. In accordance with Regulation 41 of the Uncertificated Securities Regulations 2001, only those members entered on the relevant register of members of the Company at 6.30 p.m. on 10 November 2023 or, in the event that the meeting is adjourned, in the register of members at 6.30 p.m. on the day which is two days (excluding non-working days) before the date of any adjourned meeting, shall be entitled to attend, speak and vote at the meeting in respect of the number of shares registered in their name at that time. Changes to entries on the relevant register of members after the relevant time shall be disregarded in determining the rights of any person to attend and vote at the meeting or any adjourned meeting.

Appointment of proxies

2. A holder of Smooove Shares entitled to attend, speak and vote at the meeting is also entitled to appoint one or more proxies to exercise all or any of his rights to attend, speak and vote on their behalf at the meeting. Completion and return of a YELLOW Form of Proxy or any CREST Proxy Instruction will not preclude a shareholder from attending the meeting and voting there in person.

Sending Forms of Proxy by post or by hand

3. A YELLOW Form of Proxy which may be used to make such appointment and give proxy instructions is enclosed with this Notice. Whether or not you intend to attend the General Meeting, you are strongly encouraged to complete and return the YELLOW Form of Proxy. Please indicate how you wish your vote to be cast by inserting an "X" in the appropriate box. Unless otherwise instructed, the person appointed as a proxy will exercise his/her discretion as to how he/she votes or whether he/she abstains from voting on the resolution and on any other business which may come before the General Meeting. In the event that you wish to appoint a person other than the Chairman of the meeting as your proxy, delete the reference to the Chairman and insert the name and address of the person you wish to appoint in the space provided. A proxy need not be a member of the Company. Instructions for use are shown on the YELLOW Form of Proxy.
4. To be effective, the YELLOW Form of Proxy (together with the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority) must be deposited at the Company's registrar, Equiniti Limited, at Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA as soon as possible, and in any event so as to be received by not later than 11.15 a.m. on 10 November 2023 or, if the meeting is adjourned, by not later than 48 hours (excluding any part of a day that is not a working day) before the time of the adjourned meeting. Forms of Proxy returned by fax will not be accepted. For your convenience, a pre-paid envelope (for use in the UK only) has been provided which can be used with respect to the YELLOW Form of Proxy.

Electronic appointment of proxies through CREST

5. Shareholders who hold their shares in the Company through CREST ("**CREST members**") and who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the purpose of this meeting and any adjournment(s) thereof by using the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a 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.
6. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST Proxy Instruction must be properly authenticated in accordance with Euroclear's specifications, and must contain the information required for such instruction, 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 Company's registrar, Equiniti (Participant ID RA19), not later than 48 hours (excluding any part of a day that is not a working day) before the time appointed for the meeting or any adjourned meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which the Company's registrar 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.
7. 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, to procure that his 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 CREST by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of CREST and timings.

8. 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.

Appointment of multiple proxies

9. A holder of Smoove Shares entitled to attend, speak and vote at the meeting may appoint more than one proxy, who may be the same person, in relation to the General Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that Smoove Shareholder. If in such case a Smoove Shareholder wishes to appoint more than one proxy, they should photocopy the YELLOW Form of Proxy and indicate in the relevant box the number of shares in relation to which the Smoove Shareholder authorises them to act as the shareholder's proxy. The Smoove Shareholder should indicate by marking the relevant box on the proxy card if more than one proxy is being appointed. A failure to specify the number of shares each proxy appointment relates to, or specifying a number of shares in excess of those held by the member on the date referred to in note 1 above, will result in the proxy appointments being invalid.

Corporate representative

10. Any corporation which is a shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a shareholder, provided that, if more than one, they do not do so in relation to the same shares.

Joint holders

11. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company.

Voting

12. Voting on the resolution at this meeting will be conducted on a poll rather than a show of hands.
13. The "Vote Withheld" option is provided to enable you to abstain on the specified resolution. However, it should be noted that a "Vote Withheld" is not a vote in law and will not be counted in the calculation of the proportion of votes "For" and "Against" the specified resolution.

Right to ask questions

14. Any member attending the meeting has a right to ask questions. The Company must cause to be answered any such question relating to the business being dealt with at the meeting but no such answer need be given if (a) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information; (b) the answer has already been given on a website in the form of an answer to a question; or (c) it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.

Information rights

15. Any person who is not a member of the Company, but has been nominated under section 146 of the Companies Act 2006 by a member of the Company (the "**relevant member**") to enjoy information rights, (the "**nominated person**") does not have a right to appoint any proxies. A nominated person may have a right under an agreement with the relevant member to be appointed or to have somebody else appointed as a proxy for the meeting. If a nominated person does not have such a right, or has such a right and does not wish to exercise it, he may have a right under an agreement with the relevant member to give instructions as to the exercise of voting rights.

Shareholder helpline

16. If you have any questions about this Document, the Court Meeting, the General Meeting or the Acquisition or are in any doubt as to how to complete the Form of Proxy, please call Equiniti between 8.30 a.m. and 5.30 p.m. Monday to Friday (except public holidays in England and Wales) on +44 (0) 371 384 2050 (if calling from outside of the UK, please ensure the country code is used). Calls from outside the UK will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. Please note that Equiniti cannot provide advice on the merits of the Acquisition or give any financial, legal or tax advice.

Miscellaneous

17. A copy of this Notice, and other information required by section 311A of the Companies Act 2006, can be found at www.hellosmoove.com/investorrelations.
18. Copies of the Company's existing articles of association and of the new articles of association as proposed to be adopted in place thereof pursuant to the special resolution set out in this Notice are available for inspection at the offices of the Company's Solicitors, Shoosmiths LLP, 1 Bow Churchyard, London EC4M 9DQ during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays), until the opening of business on the day on which the meeting is held, and will also be available for inspection at the place of the meeting for at least 15 minutes prior to and during the meeting.

Issued share capital and voting rights

19. As at 13 October 2023 (being the Last Practicable Date prior to the publication of this Notice), the Company's share capital consisted of 57,016,550 ordinary shares, carrying one vote each. Therefore, the total voting rights in the Company as at 13 October 2023 are 57,016,550 ordinary shares, carrying one vote each.

Communications

20. You may not use any electronic address provided either in this notice or in any related documents (including the enclosed Forms of Proxy) to communicate with the Company for any purposes other than those expressly stated.

