
THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR ATTENTION.

If you are in any doubt about the action you should take or the contents of this document under the Financial Services and Markets Act 2000 ("FSMA") you should consult an authorised person who specialises in advising on the acquisition or subscription for shares and other securities in the UK.

STRICTLY PRIVATE AND CONFIDENTIAL

To: Blueco Holdings Ltd
20 Wenlock Road
London
N1 7GU

From: [Investor name and address]

Subscription of shares in the capital of Blueco Holdings Ltd (the "Company")

1. SUBSCRIPTION

- 1.1. I understand that the Company is seeking £179,464 for an equity investment of 7.53% of the Company, based on a pre-subscription valuation of £ 2,203,000.
- 1.2. I am applying for £_____ worth of ordinary shares at a price of £91.33 per share on the basis of the above valuation (the "**Subscription Shares**").

I will transfer the above amount to Blueco Holdings Ltd by March 14 2022:

Account Name: Blueco Holdings Ltd
Bank Name: Starling Bank
Bank Address: 3rd floor, 2 Finsbury Ave, London EC2M 2PP
Account Number: 0944 1553
Sort Code: 60 83 71
Reference: Please use your initial and surname*

* Failure to include a reference may result in your payment being rejected.

2. CONFIRMATIONS

- 2.1. I confirm that:
- 2.1.1 Other than the information I have received from Blueco Holdings Ltd, I am not relying on any information or representation in relation to the Company and that neither the Company nor its directors, officers, agents, employees or advisers or any person acting on behalf of any of them shall have any responsibility for any such information or representation (provided that nothing in this letter shall exclude any liability for fraud or any liability which, by law, is not capable of limitation or exclusion);
- 2.1.2 I understand that the application by me for Subscription Shares is made on the basis that, if it is accepted, my rights and obligations therefore will be incapable of revocation, rescission or termination in any circumstance;

- 2.1.3 I am aware of the potential risk of investing in the Subscription Shares and have made the decision to invest after careful consideration;
- 2.1.4 I acknowledge that the value of shares can fluctuate and can go down as well as up. I understand that when I dispose of my Subscription Shares I may not realise the full amount of my investment;
- 2.1.5 I am acting as principal and for no other person when subscribing for the Subscription Shares;
- 2.1.6 I may lawfully accept and subscribe for the Subscription Shares comprised in my subscription;
- 2.1.7 I agree to become a party to the Shareholders' Agreement between the Company and its shareholders, a copy of which has been provided to me; and
- 2.1.8 I agree to be bound by the terms of the articles of association of the Company.

3. MONEY LAUNDERING

I hereby irrevocably acknowledge and understand that to ensure compliance with the Money Laundering Regulations, the Company or the Registrars (or any of their directors, officers, agents, employees or advisers, as the case may be) may, in their absolute discretion, require verification of my identity to the extent that I have not already provided the same. Pending the provision to the Company and/or the Registrars of evidence of identity, Subscription Shares subscribed by me may be retained at the Company's absolute discretion. If within a reasonable time after a request for verification of identity the Company and/or the Registrars (or any of their directors, officers, agents, employees or advisers, as the case may be) have not received evidence satisfactory to them, the Company may, at its absolute discretion, terminate my participation in the Subscription in which event the monies payable on acceptance of the allotment will, if paid, be returned without interest to the account of the drawee bank from which they were originally debited.

4. GOVERNING LAW AND JURISDICTION

This letter shall be governed by and construed in accordance with English Law and the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this letter (including non-contractual disputes and claims).

Yours faithfully

Signed as a deed by

name: _____

In the presence of:

Witness signature

Witness name

Address

.....

Date _____ 2022