(28 Esplanade, St. Helier, Channel Islands, JE2 3QA, Jersey)

THIS LETTER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt about the contents of this letter or as to the action you should take, you are recommended to seek your own independent financial advice immediately from an appropriately authorised stockbroker, bank manager, solicitor, accountant or other independent financial adviser who is duly authorised under the Financial Services and Markets Act 2000 (as amended), the Financial Services (Jersey) Law 1998 or, if not, from another appropriately authorised independent financial adviser.

9 July 2026

Proposal to the holder of outstanding IIG Warrants (the "Warrant Holder") in connection with the recommended all-share acquisition of Intuitive Investments Group plc ("IIG") by Acceler8 Ventures Plc ("AC8")

Dear Warrant Holder

On 30 June 2026, the independent directors of IIG and AC8 announced that they had reached agreement on the terms and conditions of a recommended all-share acquisition by AC8 of the entire issued, and to be issued, ordinary share capital of IIG (the "**Acquisition**"). It is intended that the Acquisition will be implemented by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act 2006 (the "**Scheme**").

The purpose of this letter is to explain the effect of the Acquisition on the outstanding warrants over ordinary shares in IIG which you currently hold pursuant to the warrant instrument dated 26 October 2023 (as subsequently amended and restated on 7 July 2026) (the "**Warrant Instrument**") and the proposal being made to you in relation to those warrants (the "**Proposal**").

This letter should be read together with the scheme document sent to IIG shareholders dated 9 July 2026 (the "**Scheme Document**") which contains further details of the Acquisition and the Scheme. A copy of the Scheme Document, together with a copy of this letter, can be viewed on AC8's website at https://acceler8.ventures/ and IIG's website at https://iigplc.com/.

Unless otherwise defined in this letter, all capitalised words and expressions defined in the Scheme Document have the same meanings in this letter.

In accordance with Rule 15 of the UK's City Code on Takeovers and Mergers (the "**Code**"), AC8 is required to make an appropriate proposal to you in relation to your warrants (the "**Warrants**"). This letter serves as that proposal (the "**Proposal**").

1. WHAT ARE THE TERMS OF THE ACQUISITION?

Under the terms of the Acquisition, which is subject to the conditions and further terms set out in the Scheme Document, holders of IIG ordinary shares (the "**IIG Shareholders**") will be entitled to receive:

For each IIG ordinary share: 2.6797 new AC8 ordinary shares (the "**Consideration**")

Further details on the terms of the Acquisition are set out in the Scheme Document.

2. HOW WILL THE ACQUISITION TAKE EFFECT?

It is intended that the Acquisition will be effected by way of a Court-sanctioned scheme of arrangement under Part 26 of the Companies Act 2006. The purpose of the Scheme is to provide for AC8 to become the owner of the whole of the issued and to be issued ordinary share capital of IIG. This is to be achieved by transferring the Scheme Shares held by Scheme Shareholders to AC8, in consideration for which AC8 will allot and issue the New AC8 Shares to the Scheme Shareholders on the basis of 2.6797 New AC8 Shares for every 1 IIG Share held.

In order to become Effective, the Scheme must be approved by the IIG Shareholders at the Court Meeting and certain other conditions applicable to the Acquisition must be satisfied (or, where applicable, waived). Once the conditions are satisfied (or, where applicable, waived), the Scheme will need to be sanctioned by the Court. The Court Meeting is currently anticipated to take place on 3 August 2026.

Further details of the Scheme, including the Conditions that must be satisfied in order for the Scheme to become effective and the Acquisition to take place, are set out in Part 4 (*Conditions of the Acquisition and certain further terms*) of the Scheme Document.

3. WHEN WILL THE ACQUISITION TAKE PLACE?

The timing of the Acquisition will depend on a number of factors, including approval of the Scheme by the IIG Shareholders and the satisfaction of the Conditions and the Court Sanction. An expected timeline of key events relating to the Acquisition is set out on pages 11 to 12 of the Scheme Document.

It is currently expected that the Court Meeting will take place on Monday 3 August 2026, with the Court Sanction Hearing expected to take place on Thursday 6 August 2026 and the Effective Date expected to be on Thursday 13 August 2026. **These dates are indicative only** and will depend, among other things, on the date upon which: (i) the Conditions are satisfied or (if capable of waiver) waived; (ii) the Court sanctions the Scheme; and (iii) the Court Order is delivered to the Registrar of Companies. If any of the expected times and/or dates above change, the revised times and/or dates will be notified to IIG Shareholders by way of an announcement(s) through a Regulatory Information Service with such announcement(s) being made available on IIG's website at https://iigplc.com.

4. CAN I EXERCISE MY WARRANTS NOW?

The Performance Condition (as defined in the Warrant Instrument) has already been satisfied and your Warrants are currently exercisable. You may therefore exercise your Warrants on an unconditional basis at any time during the Subscription Period (as defined in the Warrant Instrument) in accordance with clause 4 of the Warrant Instrument, irrespective of whether or not the Acquisition proceeds. Your options in this regard are set out in further detail in paragraph 8 below.

5. WHAT IS THE EFFECT OF THE ACQUISITION ON MY WARRANTS?

The effect of the Acquisition on your Warrants is as follows:

A. Clause 6.4 of the Warrant Instrument provides that you may exercise your Warrants conditionally upon the Scheme being approved and sanctioned by the Court. This is the basis of the Proposal set out in paragraph 6 below.

B. Under clause 6.4 of the Warrant Instrument, if the Scheme is sanctioned by the Court and your Warrants have not been exercised (whether on an unconditional basis or a conditional basis), your Warrants will lapse on the date of sanction and you will not receive any value for them.

6. WHAT IS THE PROPOSAL UNDER THIS LETTER / THE INSTRUCTION FORM?

The Proposal being made to you is that you exercise your Warrants, conditional upon the Scheme becoming approved by IIG Shareholders at the Court Meeting and sanctioned by the Court.

If you accept the Proposal then, subject to the Scheme becoming sanctioned by the Court, any new IIG Shares which are issued to you on exercise of your Warrants will constitute Scheme Shares and will be transferred to AC8 in exchange for New AC8 Shares in accordance with the Scheme on the same terms as all other Scheme Shareholders.

If you wish to accept the Proposal to exercise your Warrants and participate in the Acquisition in respect of any new IIG Shares acquired in connection with the Proposal, **you must complete, sign and submit the enclosed Instruction Form set out in Appendix 1**. **You must return your Instruction Form to the following email address: info@iigplc.com so as to be received by no later than 5.00 p.m. (London time) on Friday 31 July 2026**. This time period is prescribed by clause 6.4 of the Warrant Instrument. If you do return the Instruction Form duly completed, and assuming you have not exercised your Warrants on an unconditional basis as described in paragraph 4 of this letter, the exercise of your Warrants and the issue of new IIG Shares will take effect immediately on the Scheme being sanctioned by the Court.

7. WHEN WILL I RECEIVE MY NEW AC8 SHARES?

If you accept the Proposal, your new AC8 Shares will be issued to you at the same time and in the same manner as for all other IIG Shareholders participating in the Scheme.

These AC8 shares will be fully paid up and freely tradeable.

8. WHAT HAPPENS IF I DO NOT WANT TO ACCEPT THE PROPOSAL?

You are not obliged to accept the Proposal if you do not wish to do so. Your alternatives are as follows:

A. As described in paragraph 4 of this letter, you may exercise your Warrants unconditionally under clause 4 of the Warrant Instrument at any time prior to the Scheme being sanctioned as the Performance Condition (as defined in the Warrant Instrument) has already been satisfied. The resulting IIG Shares would be issued prior to the Scheme Record Time and accordingly those IIG Shares will constitute Scheme Shares and will be transferred to AC8 in exchange for New AC8 Shares in accordance with the Scheme on the same terms as all other Scheme Shareholders.

B. If you do not exercise your Warrants (whether by accepting this Proposal or by exercising unconditionally as described in paragraph 4 of this letter) prior to the Scheme being sanctioned by the Court, your Warrants will lapse and you will not receive any value for them.

You should also note that, prior to the Scheme becoming Effective, IIG will apply for the cancellation of the admission of IIG shares to trading on the Specialist Fund Segment ("**De-listing**"). It is expected that De-listing will take place shortly after the Effective Date.

Any IIG Shares issued or transferred to satisfy and settle rights held by you as the holder of Warrants at or after the Scheme Record Time will, subject to the Scheme becoming Effective and the proposed amendments to the Articles being approved at the General Meeting, be transferred to AC8 at the same exchange ratio as Scheme Shareholders will be entitled to receive under the Scheme.

9. WHAT HAPPENS IF I DO NOTHING?

If you do nothing, and neither accept this Proposal nor exercise your Warrants unconditionally under clause 4 of the Warrant Instrument, your Warrants will lapse on the date the Scheme is sanctioned by the Court and you will not receive any value for them.

10. WHAT HAPPENS IF THE SCHEME DOES NOT BECOME EFFECTIVE?

The Acquisition is conditional on various Conditions being satisfied (or, where applicable, waived) including (i) approval of the Scheme by the IIG Shareholders at a Court-convened meeting to be held on 3 August 2026; and (ii) the sanction of the Court.

If the Court does not sanction the Scheme at the Sanction Hearing, or any of the conditions to the Acquisition are not satisfied (or, where applicable, waived), any acceptance of the Proposal (and any cancellation of your Warrants in connection with the Proposal) and any instructions you have given will, in accordance with clause 6.4 of the Warrant Instrument, be null and void and your Warrants will be unaffected, the Company shall return all documentation and subscription monies and the Warrants shall continue to be exercisable in accordance with their terms.

11. WHERE CAN I GET FURTHER INFORMATION?

If you have any questions on this letter, other than those relating to financial or tax advice, please contact IIG at the following email address: info@iigplc.com. Please note that AC8 and IIG cannot give you any legal, tax, investment or financial advice on the merits of the Acquisition, its effect on your Warrants or your choices.

12. RECOMMENDATION FROM THE INDEPENDENT IIG DIRECTORS

The Independent IIG Directors, who have been so advised by Strand Hanson Limited as to the financial terms of the Proposal, consider the terms of the Proposal to be fair and reasonable in the context of the Acquisition. Strand Hanson Limited is providing independent financial advice to the Independent IIG Directors for the purposes of Rule 15.2 of the Code. In providing its financial advice to the Independent IIG Directors, Strand Hanson Limited has taken into account the commercial assessments of the Independent IIG Directors.

The Independent IIG Directors recommend that you accept the Proposal. You should, however, consider your own personal circumstances, including your tax position, when deciding whether to accept the Proposal.

[redacted]

For and on behalf of **Intuitive Investments Group plc**

For and on behalf of **Acceler8 Ventures Plc**

9. **WHAT HAPPENS IF I DO NOTHING?**

If you do nothing, and neither accept this Proposal nor exercise your Warrants unconditionally under clause 4 of the Warrant Instrument, your Warrants will lapse on the date the Scheme is sanctioned by the Court and you will not receive any value for them.

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The Independent IIG Directors recommend that you accept the Proposal. **You should, however, consider your own personal circumstances, including your tax position, when deciding whether to accept the Proposal**.

Yours faithfully

For and on behalf of **Intuitive Investments Group plc**

[redacted]

For and on behalf of **Acceler8 Ventures Plc**

APPENDIX 1
INSTRUCTION FORM - WARRANTS

This Instruction Form should be read in conjunction with the accompanying letter from IIG and AC8 dated 9 July 2026 (the "**Letter**") and the Scheme Document. Words and expressions defined in the Letter and the Scheme Document shall have the same meanings in this Instruction Form unless the context otherwise requires.

The Instruction Form shall be deemed to constitute the Notice of Exercise (as defined in, and for the purposes of, the Warrant Instrument).

If you wish to accept the Proposal, please insert your name and address in the box below and sign, date and return this Instruction Form to info@iigplc.com so that it is received by no later than 5.00 p.m. (London time) on Friday 31 July 2026.

In addition to returning this Instruction Form, you must also deliver to IIG: (i) the original Certificate evidencing the Warrants; and (ii) the aggregate Subscription Price of £201,014.90 by electronic funds transfer to the following account:

Intuitive Investments Group PLC

[redacted]

The Certificate and subscription monies must be received by the Company prior to the date of the Court Meeting.

IF YOU DO NOTHING, your Warrants will lapse on the date the Scheme is sanctioned by the Court and you will not receive any value for them.

To: The Directors, Intuitive Investments Group plc

From: Please insert your name, address and the date the Instruction Form is executed in the boxes below

Name	
Address	
Date	

By completing, executing and returning this Instruction Form, we hereby:

1.1 confirm that we are the holder of the Warrants constituted by the Warrant Instrument dated 26 October 2023 (as amended on 7 July 2026) and that we are entitled to exercise those Warrants pursuant to their terms;

1.2 irrevocably elect to exercise the Warrants and agree that this Instruction Form shall constitute the Notice of Exercise for the purposes of clause 4.2 of the Warrant Instrument, and undertake to deliver the Certificate and the requisite remittance to the Company by electronic funds transfer in accordance with clauses 4.2 and 4.4 of the Warrant Instrument prior to the date of the Court Meeting, with such exercise conditional upon: (i) the Scheme being approved by IIG Shareholders at the Court Meeting; and (ii) the Scheme being sanctioned by the Court;

1.3 irrevocably and unconditionally agree that the IIG ordinary shares issued to us on such exercise shall participate in the Scheme and be transferred to AC8 in exchange for New AC8 Shares in accordance with the Scheme on the same terms as all other Scheme Shareholders;

1.4 irrevocably appoint any of the IIG Directors (or their nominee) from time to time to be our true and lawful attorney with full power and authority in our name and on our behalf to approve, sign, execute (as a deed or otherwise) and deliver any document and do any act or thing which the attorney, in their absolute and unfettered discretion, considers necessary or desirable in order to give effect to our instructions in this Instruction Form or otherwise in connection with the Acquisition;

1.5 acknowledge that if the Scheme does not become effective, this Instruction Form will have no effect, our Warrants will continue in accordance with their terms and IIG shall return all documentation and subscription monies to us in accordance with clause 6.4 of the Warrant Instrument;

1.6 confirm that our acceptance of the Proposal is irrevocable and cannot be withdrawn or altered except with the agreement of IIG and AC8; and

1.7 agree that this Instruction Form shall be governed by and construed in accordance with English law and we submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim or matter arising hereunder.

SIGNED as a deed by __________ Director,)
duly authorised for and on behalf of)
___________ in the presence of:)

Witness's signature:

Witness's name
(in capitals):

Witness's address:

APPENDIX 2
NOTES

1. The Independent IIG Directors, whose names are set out in paragraph 2.2 of Part 8 (*Additional Information on IIG and AC8*) of the Scheme Document, accept responsibility for the information contained in this letter (including any expressions of opinion), except for that which the AC8 Directors (as defined in the Scheme Document) accept responsibility in accordance with paragraph 3 below. To the best of the knowledge and belief of the Independent IIG Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of that information.

2. It is noted that Giles Willits, Chief Executive Officer of IIG, is also a Non-Executive Director and significant shareholder of AC8. In light of Mr Willits' connection with, and significant interest in, AC8, he has not participated in the appraisal of this letter by the IIG Board as he is not considered to be independent for the purposes of the Acquisition. The IIG Board therefore constituted a committee of the four remaining independent directors for the purposes of carefully evaluating and ultimately recommending the Acquisition and this letter. The four remaining independent directors of IIG are Sir Nigel Rudd, Malcolm Gillies, Colin Willis and Richard Kilsby (the "**Independent IIG Directors**").

3. The AC8 Directors, whose names are set out in paragraph 2.5 of Part 8 (*Additional Information on IIG and AC8*) of the Scheme Document, accept responsibility for the information contained in this letter (including any expressions of opinion, belief or expectation) relating to AC8, themselves and their respective close relatives, related trusts and persons connected with them and any other persons deemed to be acting in concert with AC8 (as such term is defined in the Takeover Code). To the best of the knowledge and belief of the AC8 Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this letter for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

4. Strand Hanson Limited ("**Strand Hanson**"), which is authorised and regulated by the FCA in the UK, is acting exclusively as Rule 3 adviser and financial adviser to IIG and no one else in connection with the Acquisition and other matters described in this letter and will not be responsible to anyone other than IIG for providing the protections afforded to its clients or for providing advice in connection with any matter referred to herein. Neither Strand Hanson nor any of its subsidiaries, branches or affiliates (nor their respective directors, officers, employees or agents) 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 Strand Hanson in connection with this letter, any statement contained herein or otherwise.

5. Strand Hanson Limited has given and not withdrawn its written consent to the issue of this letter with the inclusion of the references to its name in the form and context in which they appear.