

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the action you should take, you should immediately consult your stockbroker, bank manager, solicitor, accountant or other appropriately qualified independent financial adviser, authorised under the Financial Services and Markets Act 2000 (as amended) ("FSMA") if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside of the United Kingdom. All Shareholders are strongly advised to consult their professional advisers regarding their own tax position.

If you have sold, transferred or otherwise disposed of all your Shares in Edge Performance VCT public limited company (the "Company"), please pass this document and the accompanying Form of Proxy at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom you made the sale, transfer or disposal for transmission to the purchaser or transferee, except that such documents should not be sent to any jurisdiction under any circumstances where to do so might constitute a violation of local securities laws and regulations. If you have sold, transferred or otherwise disposed of only part of your holding of Shares in the Company, you should retain this document and the accompanying Form of Proxy and consult the stockbroker, bank or other agent through whom you made the sale, transfer or disposal.



EDGE PERFORMANCE VCT PUBLIC LIMITED COMPANY

(Incorporated in England and Wales with registered number 05558025)

Recommended proposal for the members' voluntary liquidation of the Company, proposed related party transaction and Notice of General Meeting

This document should be read in its entirety. Nevertheless, your attention is drawn, in particular, to the letter from the Chairman of the Company which is set out on pages 5 to 10 of this document and which contains a recommendation that you vote in favour of the Resolutions to be proposed at the General Meeting.

Capitalised terms used throughout this document shall have the meanings ascribed to them in Part 3 of this document, unless the context otherwise requires.

The contents of this document should not be construed as legal, financial or tax advice. Each Shareholder should consult their own legal, financial or tax adviser for legal, financial or tax advice (as appropriate).

Notice of a general meeting of the Company to be held at the offices of Simons Muirhead Burton LLP, 87-91 Newman Street, London W1T 3EY at 10.00 a.m. on 28 February 2023 (the "**General Meeting**") is set out at the end of this document. Details of the actions you are recommended to take are set out on page 9 of this document.

Whether or not you intend to be present at the General Meeting, you are requested to complete, sign and return the Form of Proxy for use at the General Meeting which accompanies this document. To be valid the Form of Proxy must be completed and signed in accordance with the instructions printed thereon and delivered to the Company's registrar, The City Partnership (UK) Limited (the "**Registrar**"), at The Mending Rooms, Park Valley Mills, Meltham Road, Huddersfield HD4 7BH as soon as possible but, in any event, so as to arrive not later than 10.00 a.m. on 24 February 2023 (or, in the case of any adjournment of the General Meeting, not later than 48 hours (excluding non-Business Days) before the time fixed for the holding of the adjourned meeting). Alternatively, Shareholders may complete the Form of Proxy electronically via the Registrar's online proxy voting app at proxy-edge-gm.cpip.io. Instructions for this option are given in Note 3 in the Notice of General Meeting.

If you hold Shares in CREST you may also appoint a proxy by completing and transmitting a CREST Proxy Instruction to the Registrar (CREST participant ID 8RA57) in accordance with the procedures set out in the CREST Manual. Alternatively, you may give proxy instructions by logging onto www.euroclear.com and following the instructions. Proxies sent electronically must be sent as soon as possible and, in any event, so as to be received not later than 10.00 a.m. on 24 February 2023 (or, in the case of any adjournment of the General Meeting, not later than 48 hours (excluding non-Business Days) before the time fixed for the holding of the adjourned meeting).

The completion and return of a Form of Proxy (or the electronic appointment of a proxy) will not prevent Shareholders from attending and voting at the General Meeting, or any adjournment thereof, in person, should they wish to do so.

No person has been authorised to give any information or make any representation other than those contained in this document and, if given or made, such information or representation must not be relied on as having been so authorised. The delivery of this document shall not, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date of this document or that the information in it is correct as at any subsequent time.

Dickson Minto W.S. ("**DM**"), which is authorised and regulated in the United Kingdom by the FCA, is acting solely for the Company and no one else in relation to the matters set out or referred to in this document and will not regard any other person (whether or not a recipient of this document) as its client in relation to the matters set out or referred to in this document and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing advice in relation to the matters set out or referred to in this document.

Apart from the responsibilities and liabilities, if any, which may be imposed upon DM under FSMA or the regulatory regime established thereunder, DM does not accept any responsibility whatsoever or make any representation or warranty, express or implied, concerning the contents of this document, including its accuracy, completeness or verification, or concerning any other statement made or purported to be made by it, or on its behalf, in connection with the Company or the matters set out or referred to in this document and nothing in this document is, or shall be relied upon as, a promise or representation in this respect, whether as to the past or future. DM accordingly disclaims, to the fullest extent permitted by law, all and any responsibility and liability whether arising in tort, contract or otherwise (save as referred to above) which it might otherwise have in respect of this document or any such statement.

The information included herein is based upon information available as at the date of this document and, except as requested by the FCA or required by the Listing Rules, the Disclosure Guidance and Transparency Rules, each as appropriate, or any other applicable law, will not be updated.

This document is dated 3 February 2023.

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

2023

Notice of General Meeting	3 February
Last day of dealing in the Shares through CREST on a normal rolling two day settlement basis	23 February
Deadline for receipt of Forms of Proxy	10.00 a.m. on 24 February
Close of Register and Record Date for participation in the members' voluntary liquidation	6.00 p.m. on 27 February
Suspension of Shares from listing on the Official List and from trading on the London Stock Exchange	7.30 a.m. on 28 February
General Meeting	10.00 a.m. on 28 February
Appointment of Liquidators	28 February
Expected date of cancellation of the listing of the Shares on the Official List and of the trading of the Shares on the London Stock Exchange	8.00 a.m. on 1 March

Notes

1. The above times and/or dates may be subject to change and, in the event of such change, the revised times and/or dates will be notified to Shareholders by an announcement through a Regulatory Information Service.
2. All references to times in this document are to London times.

PART 1

LETTER FROM THE CHAIRMAN

EDGE PERFORMANCE VCT PUBLIC LIMITED COMPANY

(Incorporated in England and Wales with registered number 05558025)

Directors:

Terence Alan James Back (*Chairman*)
Sir Peter Lytton Bazalgette
Sir Aubrey Thomas Brocklebank

Registered office:

1 Marylebone High Street
London W1U 4LZ

3 February 2023

Dear Shareholder

Recommended proposal for the members' voluntary liquidation of the Company and proposed related party transaction

Introduction

As announced by the Company on 14 December 2022, following lengthy discussions with the Investment Manager as to the Company's current position and the overall market outlook, your Board does not foresee any reasonable opportunity for the Company to grow in the short term. Accordingly, after careful consideration, your Board believes that it is in Shareholders' best interests that the Company be wound up, with the intention that there will be an orderly winding-down of the Company, realisation for cash of the Company's assets and a return of that cash to Shareholders in a manner which will be intended to preserve VCT tax-reliefs. Your Board has, therefore, resolved to recommend to Shareholders that a members' voluntary liquidation of the Company be undertaken. The Board's aim in making this recommendation is to seek to ensure the most efficient and maximum return to Shareholders as is possible.

In order to ensure an efficient realisation process and in seeking to maximise value for Shareholders, the Board and the proposed Liquidators have agreed, subject to Shareholder approval, that the Company enter into an advisory agreement with the Investment Manager. Under this agreement, the Investment Manager will be paid a fee, which includes a performance incentive element, to assist the Liquidators with the asset realisation process during a period of up to two years (which may be extended by mutual agreement between the Liquidators and the Investment Manager) following the commencement of the liquidation. The entry into this advisory agreement will constitute a related party transaction under the FCA's Listing Rules (the "**Related Party Transaction**") and a summary of the material terms is set out in Part 2 of this document. The purpose of this document is to provide Shareholders with further details of the Proposals and to convene a General Meeting at which Shareholders will be asked to approve the Proposals.

The General Meeting will be held at the offices of Simons Muirhead Burton LLP, 87-91 Newman Street, London W1T 3EY at 10.00 a.m. on 28 February 2023.

The business to be conducted at the General Meeting is set out in the Notice of General Meeting at pages 17 to 21 (inclusive) of this document. You will be asked to consider and vote on the Resolutions set out in the Notice. An explanation of each Resolution is given below.

Background to the Proposals

The Company was launched in September 2005 with the intention to offer Shareholders the opportunity to invest in a broad range of companies in the entertainment and media industry. The Company has consisted of a number of share classes throughout its existence. All share classes, except the H ordinary share class, were, in 2016, consolidated into a single class of I ordinary shares. The I ordinary share class received a final interim dividend of 3.39 pence per I share on 6 December 2021, following which the I ordinary share class was closed. Since 17 December 2021, the Company has comprised a single class of share – the H ordinary shares (the "**Shares**"). Since the Shares were created in March 2012, the Company has made tax-free distributions to Shareholders of, in aggregate, 77 pence per Share.

The remaining assets of approximately £5.6 million as at 31 January 2023 are equivalent to 51.95 pence per Share. If the Company's assets were realised for net proceeds equivalent to the Company's last reported NAV, the Shares would deliver a lifetime return of 1.29x (calculated from the initial subscription price and not net of tax relief) and 1.84x (calculated from the initial subscription price and net of tax relief).

As Shareholders will be aware, the Company's Net Asset Value has reduced significantly since the previous financial year end, with payments to Shareholders by way of (i) dividends totalling £4,058,489 and (ii) share buybacks totalling £888,791, and contractual performance incentive fees payable in accordance with the terms of the existing Investment Management Agreement of £2,586,146 paid to the Investment Manager, having depleted the Company's cash, in addition to market-related reductions in the portfolio valuations. As a result, your Board and the Investment Manager are of the opinion that the Company is sub-scale and that the Company's ongoing charges ratio (being approximately 17.61 per cent.) renders the ongoing operation of the Company uneconomic.

In addition, without raising additional capital to invest, the Company faces the issue of potentially having to make further investments to meet the requirements of the VCT Rules which could delay the return of Shareholders' funds whilst also potentially resulting in the Company having insufficient cash to operate.

The existing Investment Management Agreement, and the associated obligations of the parties, including the Company's obligations to pay the Investment Manager its annual management charge and the performance incentive fee and the Investment Manager's obligations in respect of the cost cap, will terminate automatically in accordance with the terms of the relevant agreements on the Company's entry into liquidation with no further amounts payable in respect of such arrangements. A summary of the existing Investment Management Agreement is set out in Part 2 of this document.

The Board considers it critical to maximising the return of funds to Shareholders as a result of any asset realisation process that the Investment Manager's services be retained in respect of such process. The Investment Manager made the investments in the portfolio companies, holds the relationships with portfolio management teams and possesses full knowledge of the portfolio companies, the markets in which they operate and the detailed insight into individual company performance. The Investment Manager has agreed, pursuant to an advisory services agreement (the "**EIL Advisory Services Agreement**") and subject to Shareholder approval of this appointment as a related party transaction, to assist the Liquidators with the realisation of the Company's remaining assets during the course of the proposed liquidation. Retaining the Investment Manager whilst removing the Company's listing and reducing the Board size will minimise the Company's ongoing running costs and the impact that these would have on Shareholders' future returns.

Accordingly, after careful consideration, your Board has further concluded that it is in Shareholders' best interests that the associated Related Party Transaction with the Investment Manager be approved by Shareholders.

The Board has considered the Proposals in the context of ensuring periodic distributions will continue to be made to Shareholders. The Board is satisfied that this will be the case, and that the Liquidators will be able to pay out net realisation proceeds to Shareholders as part of the liquidation process (although the timing and quantum of any such distributions will be at the Liquidators' sole discretion).

Further details of the Resolutions required to be passed to allow the implementation of the Proposals are set out below.

The members' voluntary liquidation

The Board is recommending that the Company be placed into members' voluntary liquidation. This requires the approval of Shareholders at the General Meeting.

It is proposed that Paul Cooper and Asher Miller, both licensed insolvency practitioners of Begbies Traynor (London) LLP, 29th Floor, 40 Bank Street, London, E14 5NR be appointed as joint liquidators of the Company (the "**Liquidators**"), and that their remuneration shall be determined by the Company. The winding-up of the Company will be a solvent winding-up in which it is intended that all creditors will be paid in full. The appointment of the Liquidators becomes effective immediately upon the passing of Resolution 2 at the General Meeting, at which point the powers of the Directors will cease.

The Liquidators will then assume responsibility for the winding-up of the Company, including the realisation of the remaining assets of the Company, the payment of fees, costs and expenses, the discharging of the liabilities of the Company, obtaining and, where they consider it appropriate, acting upon advice from the Investment Manager in its advisory capacity (if appointed) and the distribution of the Company's surplus assets to Shareholders.

The net proceeds of the realisation of the Company's assets will be distributed to Shareholders after the Company's outstanding liabilities and the costs of implementing the Proposals, including the Liquidators' and the Investment Manager's fees, have been met. Cash held by the Company will be distributed to Shareholders through one or more distributions in accordance with the provisions of the Articles.

In order to facilitate the implementation of the Proposals, the Shares will be suspended from listing on the Official List and from trading on the London Stock Exchange with effect from 7.30 a.m. on 28 February 2023, being the date of the General Meeting.

If Resolution 2 is subsequently passed at the General Meeting, this will also result in the cancellation of the listing of the Shares on the Official List and the Shares ceasing to trade on the London Stock Exchange. It is expected that the cancellation of listing and trading would take effect from 8.00 a.m. on 1 March 2023.

Distributions to Shareholders

Assuming Resolution 2 is passed, the Liquidators expect to make an initial distribution to Shareholders in May 2023 (the "**Initial Distribution**"). It is estimated that the value of the Initial Distribution will be not less than 5 pence per Share.

The Liquidators will retain sufficient funds in the liquidation to meet the current, future and contingent liabilities of the Company, including the costs and expenses (inclusive of VAT, if applicable) of the liquidation not already paid at the point of liquidation.

As the Liquidators realise the Company's assets, and once they have satisfied the claims of creditors of the Company and paid the costs and expenses of the liquidation, it is expected that the Liquidators will make further periodic distributions to Shareholders.

All Shareholders on the Register as at 6.00 p.m. on 27 February 2023 will be entitled to any distributions made during the course of the liquidation.

In order to comply with the Company's obligations under the UK's domestic and international sanctions regimes, no distribution made pursuant to the implementation of the Proposals will be paid to a Sanctions Restricted Person.

Related Party Transaction

Under the existing Investment Management Agreement, the Investment Manager is entitled to an annual management fee of 2.25 per cent. of the Net Asset Value attributable to the Shares plus VAT (if applicable) and a performance fee (calculated on a six-monthly basis by reference to the Company's published financial statements) whereby (i) once and for so long as cumulative dividends paid or declared equal or exceed an average of 7 pence per Share per annum, the Investment Manager will receive an annual performance fee equal to 19 per cent. of the Net Asset Value per Share in excess of £1.00 and (ii) once and for so long as cumulative dividends paid or declared equal or exceed an average of 14 pence per Share per annum, the Investment Manager will receive an annual performance fee equal to 29 per cent. of the Net Asset Value per Share in excess of £1.00. Under the terms of the Investment Management Agreement, a cost cap of 3.5 per cent of the Company's closing Net Asset Value was re-introduced in respect of the Company's financial year ending 28 February 2023. All these arrangements, including the Investment Manger's obligations in respect of the cost cap, will terminate automatically in accordance with the terms of the Investment Management Agreement on the Company's entry into liquidation with no further amounts payable in respect of such arrangements.

However, the Board believes it is critical to maximising the return of funds to Shareholders, and ensuring this is achieved in an orderly manner, that the Investment Manager's services are retained in respect of the asset realisation process. Accordingly, the Company has entered into the EIL Advisory Services Agreement with the Investment Manager and the Liquidators pursuant to which the Investment Manager has agreed to provide investment advisory services to the Company for the two years immediately following the Company's entry into members' voluntary liquidation. The EIL Advisory Services Agreement will not become effective unless and until Shareholders pass both Resolutions at the General Meeting.

Under the terms of the EIL Advisory Services Agreement and in consideration for providing such services, the Investment Manager will be entitled to the following fees, payable by the Company:

1. a fixed management fee of £150,000 per annum payable for each of the first two years following the Company's entering liquidation; and
2. a performance incentive fee of 20 per cent. of any increase in cash realised for the Company, from realisations of the Company's Qualifying Portfolio which are completed or legally committed to during the Investment

Manager's appointment, over the Net Asset Value of the Company's Qualifying Portfolio as at 24 February 2023, subject to a 6 per cent. annual hurdle. For the avoidance of doubt, no performance incentive fee will be paid to the Investment Manager until the Company has received, in cash, an amount equal to the NAV of the Qualifying Portfolio as at 24 February 2023 plus the hurdle amount and any such amount will be calculated on total Qualifying Portfolio returns and not on an asset by asset basis.

The Investment Manager is a related party of the Company and the entry into the EIL Advisory Services Agreement constitutes a related party transaction for the purposes of LR11.1.5(1). As such, the Company will seek the approval of the Independent Shareholders for the entry into the EIL Advisory Services Agreement.

It will be at the sole discretion of the Liquidators to extend the two year term of the EIL Advisory Services Agreement if they believe that to do so would be in Shareholders' best interests at the relevant time.

Once in liquidation, the Company will not make any further investments other than a follow-on investment in an existing Qualifying Portfolio Company which is intended to help facilitate the Company's sale or other disposal of such investment.

Costs and expenses of the Proposals

If appointed, the Liquidators will be entitled to receive remuneration for their services by reference to the time properly given by them and their staff, as well as raise and draw invoices in respect of disbursements, on the terms set out in the Liquidators' Engagement Letter and in Resolution 2.

The fixed costs of the Proposals, excluding the costs of realising the remaining investments and all fees payable to the Investment Manager under the EIL Advisory Services Agreement, are estimated to be approximately £140,000 plus VAT. The costs will be discharged by the Company in due course following the General Meeting.

The Investment Manager has agreed to make an *ex gratia* payment of £50,000 to the Company as a contribution towards expenses incurred by the Company.

The timing and size of the realisation of the Company's holdings, and prevailing market conditions, may result in the holdings being realised at amounts below the last reported values. Whilst the maximum costs of the winding-up of the Company have been estimated, unforeseen actual costs may exceed the estimates. The estimated total net return to Shareholders from the winding-up is, therefore, uncertain.

Service Providers

The Company's existing Investment Management Agreement will, in accordance with its terms, terminate automatically on the Company going into liquidation. As set out above, subject to the passing of the Resolutions at the General Meeting, the Company will enter into the EIL Advisory Services Agreement with the Investment Manager.

If Resolution 2 is passed, it is also intended that Sir Aubrey, given his expertise and knowledge of the Company, will assist the Liquidators as required during the course of the liquidation. Sir Aubrey will be paid a fee of £10,000 per annum for all such assistance as required, until the close of the liquidation. In addition, the Company's Registrar, The City Partnership (UK) Limited, will be retained by the Company during the liquidation period.

Save as set out above, the Company is taking steps to ensure that the appointment of its other service providers will terminate should the Resolutions be passed.

Taxation

Once Resolution 2 is passed at the General Meeting, the Company will notify HMRC that it is entering into members' voluntarily liquidation. There is then a three year period in which the Company can realise its assets in an orderly manner. During this period, any distributions made will be tax free in the hands of Shareholders where Shareholders have held their Shares for at least five years. This is possible because while the Company is in liquidation the rules governing VCTs (set out in Venture Capital Trust (Winding Up and Mergers) (Tax) Regulations 2004) treat the Company as continuing to be a VCT for a period of three years, facilitating the realisation of the Company's investments in a commercially viable manner without the Company losing VCT status.

The winding-up process will aim to return the net proceeds of realisation of the Company's investments to Shareholders within the three years envisaged by the relevant tax legislation.

The information in this document relates to UK taxation applicable to the Company and its Shareholders and is based on current legislation and what is understood to be current HMRC practice. The statements above relate to persons who are absolute beneficial owners of the Shares and may not apply to certain classes of persons, such as dealers in securities. Such statements are given by way of a general summary only and do not constitute legal or tax advice to any Shareholder. Shareholders who are in any doubt as to any applicable taxation consequences to them of the Proposals should seek advice from a qualified independent financial adviser or tax specialist.

Summary of the Resolutions to be proposed at the General Meeting

The implementation of the Proposals will require Shareholders to vote in favour of the Resolutions to be proposed at the General Meeting.

Resolution 1

Resolution 1, if passed, will approve the Related Party Transaction. Resolution 1 will be proposed as an ordinary resolution that is required to be passed by a simple majority of votes cast by Independent Shareholders at the General Meeting.

The Investment Manager is not an Independent Shareholder and as such it will not vote on Resolution 1 and has agreed to take all reasonable steps to ensure that its associates do not vote on Resolution 1.

Resolution 2

Resolution 2 relates, first, to the approval of the Company being wound-up voluntarily and the appointment of the Liquidators for the purpose of the winding-up. It grants the Liquidators authority to make distributions in cash to the Shareholders (after payment of the Company's liabilities and after deducting the costs of implementation of the Company's winding-up), in proportion to their holdings of Shares in accordance with the provisions of the Articles. It also grants the Liquidators authority to exercise certain powers laid down in the Insolvency Act 1986 and determines the remuneration of the Liquidators by reference to the time spent attending to matters.

Resolution 2 will be proposed as a special resolution. A special resolution requires a majority of at least 75 per cent. of votes cast by Shareholders to be cast in favour in order for it to be passed.

If Resolution 2 is not passed at the General Meeting, the Company shall continue in operation until other proposals can be put forward. As noted above, the Board and the Investment Manager are of the opinion that the Company is sub-scale and that the Company's ongoing charges ratio (being approximately 17.61 per cent.) renders the ongoing operation of the Company uneconomic.

The Notice of General Meeting at the end of this Circular sets out the full text of each Resolution.

Action to be taken

Whether or not you intend to attend the General Meeting in person, you are requested to appoint a proxy electronically via the Registrar's online proxy voting app at proxy-edge-gm.cpip.io (see Note 3 to the Notice of General Meeting for instructions) or by completing, signing and returning the enclosed Form of Proxy, in each case as soon as possible but, in any event, so as to be received by the Registrar by not later than 10.00 a.m. on 24 February 2023 (or, if the General Meeting is adjourned, 48 hours (excluding non-Business Days) prior to the adjourned General Meeting). Completed Forms of Proxy should be returned by post to the Registrar, The City Partnership (UK) Limited, at The Mending Rooms, Park Valley Mills, Meltham Road, Huddersfield HD4 7BH. If the electronic proxy appointment or the Form of Proxy, as the case may be, is not received by the aforementioned date and time it will be invalid.

If you hold Shares in CREST, you may appoint a proxy by completing and transmitting a CREST Proxy Instruction to the Registrar (CREST Participant ID 8RA57) so that it is received by not later than 10.00 a.m. on 24 February 2023 (or, if the General Meeting is adjourned, 48 hours (excluding non-Business Days) prior to the adjourned General Meeting). The time of receipt will be taken to be the time from which the Company's Registrar is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. If the CREST Proxy Instruction is not received by the aforementioned date and time it will be invalid.

Appointing a proxy online, completing, signing and returning a hard copy Form of Proxy or completing and transmitting a CREST Proxy Instruction will not preclude Shareholders from attending and voting at the General Meeting in person, should they so wish.

Voting on each Resolution will be by way of a poll.

If you are in any doubt as to the action you should take, you are recommended to seek your own financial and/or legal advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under FSMA if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

Recommendation

The Board considers that the Related Party Transaction is fair and reasonable so far as Shareholders are concerned. The Directors have been so advised by Dickson Minto acting in its capacity as sponsor and in providing this advice, Dickson Minto has taken into account the Directors' commercial assessments.

The Board considers that the Resolutions to be proposed at the General Meeting are in the best interests of the Company and its Shareholders as a whole. Accordingly, the Board unanimously recommends that Shareholders vote in favour of the Resolutions, as the Directors intend to do in respect of their own beneficial shareholdings.

Yours faithfully,

Terry Back
Chairman

PART 2

ADDITIONAL INFORMATION

1. THE COMPANY

- 1.1. Edge Performance VCT public limited company was incorporated and registered in England and Wales on 8 September 2005 as a public company limited by shares with registered number 05558025. The Company's legal entity identifier is: 213800PAOE1WTGQGS39.
- 1.2. The Company's registered office is at 1 Marylebone High Street, London W1U 4LZ (tel. +44 (0)20 7317 1300). The principal legislation under which the Company operates is the Companies Act.
- 1.3. The Company's website address is <https://edge.vc/investor-portal/>. The information contained in the Company's website does not form part of this document, save to the extent that such information has been expressly incorporated by reference into this document.

2. MAJOR SHAREHOLDERS

As at 1 February 2023 (being the latest practicable date prior to the publication of this document), the Company has not been notified of any interests in three per cent. or more of the Company's issued share capital or voting rights.

3. SIGNIFICANT CHANGE

Since 31 August 2022, being the end of the last financial period for which interim financial information has been published by the Company, the significant changes in the financial position of the Company are as set out below.

- 3.1. As at 30 January 2023, the Company's investment in Audioboom plc was valued at £1,045,499, a reduction of £881,165 from its value of £1,926,664 as at 31 August 2022.

4. MATERIAL CONTRACTS

The EIL Advisory Services Agreement and the Investment Management Agreement, not being contracts entered into in the ordinary course of business, are the only contracts that the Directors consider Independent Shareholders would reasonably require information on to make a properly informed assessment of how to vote at the General Meeting.

4.1 *EIL Advisory Services Agreement*

The EIL Advisory Services Agreement is a conditional agreement that was entered into between the Company and the Investment Manager on 3 February 2023. The Liquidators intend to enter into this agreement on their appointment.

Under the terms of the EIL Advisory Services Agreement the Company will appoint the Investment Manager to act as its investment adviser, assisting the Liquidators, in relation to the realisation of the Company's assets following the Company's entry into liquidation.

The EIL Advisory Services Agreement will not become effective unless and until Shareholders pass both Resolutions at the General Meeting. Once effective, the EIL Advisory Services Agreement will continue until the second anniversary of the effective date unless extended with the agreement in writing of all of the parties. In any event, the EIL Advisory Services Agreement will terminate automatically on submission of the Liquidators' final report in respect of the Company (being the close of the liquidation). There are also certain market standard summary termination rights, including in relation to a material breach of the EIL Advisory Services Agreement and insolvency events or loss of appropriate regulatory authorisation affecting the Investment Manager.

In consideration for providing such services, the EIL Advisory Services Agreement provides that the Investment Manager will be entitled to the following fees, payable by the Company:

1. a fixed management fee of £150,000 per annum payable for each of the first two years following the Company's entering liquidation; and
2. a performance incentive fee of 20 per cent. of any increase in cash realised for the Company, from realisations of the Company's Qualifying Portfolio which are completed or legally committed to during the Investment Manager's appointment, over the Net Asset Value of the Company's Qualifying Portfolio as

at 24 February 2023, subject to a 6 per cent. annual hurdle. For the avoidance of doubt, no performance incentive fee will be paid to the Investment Manager until the Company has received, in cash, an amount equal to the NAV of the Company's Qualifying Portfolio as at 24 February 2023 plus the hurdle amount and any such amount will be calculated on total Qualifying Portfolio returns and not on an asset by asset basis.

Under the terms of the EIL Advisory Services Agreement the Investment Manager will seek to recover from third parties the cost of all professional, legal, technical, consultancy and accountancy fees relating to any Qualifying Investments made by the Company during the term of its appointment. Insofar as such reasonable costs (together with any VAT charged to the Investment Manager in respect of such costs for which it is not entitled to claim credit or set-off) are not recovered in full from third parties, such costs will be borne by the Company. In addition, all professional, legal, technical, consultancy and accountancy fees relating to the purchase of any Qualifying Investment (whether or not the same is completed) or to the sale, part-sale or other disposal or part-disposal of a investment (whether or not the same is completed) shall be borne by the Company.

All fees charged by third party managers of Non-qualifying Investments shall be borne by the Company.

Under the terms of the EIL Advisory Services Agreement the Investment Manager may charge arrangement, monitoring, syndication, exit and directors' fees to the Company's Qualifying Portfolio Companies. Such charges shall be agreed in each instance between the Investment Manager and the applicable Qualifying Portfolio Companies and shall be in line with industry practice from time to time. In addition, the Investment Manager may charge fees to portfolio companies for any additional services which the Investment Manager provides to such portfolio companies, such fee to be agreed in each instance between the Investment Manager and the relevant portfolio company. The terms of the EIL Advisory Services Agreement oblige the Investment Manager to disclose the nature and amount of all such fees charged by the Investment Manager to the Company and the Liquidators.

For the avoidance of doubt, once in liquidation the Company will not make any further investments other than a follow-on investment in an existing Qualifying Portfolio Company which is intended to help facilitate the Company's sale or other disposal of such investment.

The EIL Advisory Services Agreement also contains market standard indemnity provisions.

4.2 **Investment Management Agreement**

The Investment Management Agreement between the Company and the Investment Manager was entered into on 13 May 2020 and approved at the Company's annual general meeting on 28 August 2020.

Under the terms of the Investment Management Agreement, the Investment Manager provides discretionary investment management services to the Company.

Under the terms of the Investment Management Agreement, the Investment Manager is entitled to an annual management fee of 2.25 per cent. of the Net Asset Value attributable to the Shares as at the end of the immediately preceding financial year plus VAT (if applicable) and a performance fee (calculated on a six-monthly basis by reference to the Company's published financial statements) whereby (i) once and for so long as cumulative dividends paid or declared equal or exceed an average of 7 pence per Share per annum, the Investment Manager will receive an annual performance fee equal to 19 per cent. of the Net Asset Value per Share in excess of £1.00 and (ii) once and for so long as cumulative dividends paid or declared equal or exceed an average of 14 pence per Share per annum, the Investment Manager will receive an annual performance fee equal to 29 per cent. of the Net Asset Value per Share in excess of £1.00.

In addition, a cost cap of 3.5 per cent of the Company's closing Net Asset Value was re-introduced in respect of the Company's financial year ending 28 February 2023. All these arrangements, including the Investment Manager's obligations in respect of the cost cap, will terminate automatically in accordance with the terms of the Investment Management Agreement on the Company's entry into liquidation with no further amounts payable in respect of such arrangements.

The terms of the Investment Management Agreement provide for its automatic termination (without payment of compensation) if the Company enters members' voluntary liquidation. Outside of summary termination events, the Investment Management Agreement requires 12 months' notice to be served before it can be terminated.

Under the terms of the Investment Management Agreement the Investment Manager will seek to recover from third parties the cost of all professional, legal, technical, consultancy and accountancy fees relating to any Qualifying Investments made by the Company. Insofar as such costs (together with any VAT charged to the Investment Manager in respect of such costs for which it is not entitled to claim credit or set-off) are not

recovered in full from third parties, such costs will be borne by the Company. In addition, all professional, legal, technical, consultancy and accountancy fees relating to any potential or proposed Qualifying Investment which is not made shall be borne by the Manager, save where a potential or proposed Qualifying Investment is not made as a consequence of the Board's unreasonable rejection of such potential or proposed Qualifying Investment or as the Board may otherwise agree from time to time, in which case professional, legal, technical, consultancy and accountancy fees relating thereto shall be borne by the Company.

All fees charged by third party managers of Non-qualifying Investments shall be borne by the Company.

Under the terms of the Investment Management Agreement the Investment Manager may charge arrangement, monitoring, syndication, exit and directors' fees to the businesses in which the Company makes Qualifying Investments or Non-qualifying Investments. Such charges shall be in line with industry practice from time to time.

In addition, the Investment Manager may charge fees to businesses in which the Company makes Qualifying Investments or Non-qualifying Investments for any additional services which the Investment Manager provides to such portfolio companies, such fee to be agreed in each instance between the Investment Manager and the relevant portfolio company.

The Investment Management Agreement also contains market standard indemnity provisions.

5. MISCELLANEOUS

- 5.1. Each Liquidator has given and has not withdrawn his written consent to the inclusion in this document of each reference to his name in the form and context in which it appears.
- 5.2. Dickson Minto, which is authorised and regulated by the FCA, has given and has not withdrawn its written consent to the inclusion in this document of its name and the references to it in the form and context in which they appear.

6. DOCUMENTS AVAILABLE FOR INSPECTION

- 6.1. Copies of the following documents are available for inspection on the Company's website <https://edge.vc/investor-portal/> from the date of this document up to and including close of business on the date of the General Meeting, being 28 February 2023.
 - 6.1.1. this document;
 - 6.1.2. the Articles;
 - 6.1.3. the written consent referred to in paragraph 5.1 of this Part 2; and
 - 6.1.4. the written consent referred to in paragraph 5.2 of this Part 2.

PART 3

DEFINITIONS

Unless the context otherwise requires, the following words and expressions have the following meanings in this document:

Articles	the articles of association of the Company
Board	the board of Directors of the Company or any duly constituted committee thereof
Business Day	any day of the year, excluding a Saturday, Sunday or English bank holiday
Companies Act	the Companies Act 2006, as amended from time to time
Company	Edge Performance VCT public limited company, a public company limited by shares incorporated in England and Wales with registered number 05558025 and whose registered office is at 1 Marylebone High Street, London W1U 4LZ
CREST	the facilities and procedures for the time being of the relevant system of which Euroclear has been approved as operator pursuant to the CREST Regulations
CREST Manual	the compendium of documents titled 'CREST Manual' issued by Euroclear from time to time and comprising the CREST Reference Manual, the CREST Central Counterparty Service Manual, the CREST International Manual, CREST Rules, CCSS Operations Manual and the CREST Glossary of Terms
CREST Member	a person who has been admitted by Euroclear as a system member (as defined in the CREST Regulations)
CREST Proxy Instruction	an authenticated CREST message to appoint or instruct a proxy in accordance with Euroclear's specifications and the CREST Manual
CREST Regulations	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time
Dickson Minto	Dickson Minto W.S., a Scottish partnership whose business address is at 16 Charlotte Square, Edinburgh EH2 4DF
Directors	the directors of the Company, whose names are set out on page 5 of this document
Disclosure Guidance and Transparency Rules	the disclosure guidance and transparency rules contained in the FCA's Handbook of Rules and Guidance
EIL Advisory Services Agreement	the conditional agreement entered into between the Company and the Investment Manager dated 3 February 2023 relating to the Investment Manager's provision of assistance to the Company in relation to the realisation of the Company's investments during the course of the Company's liquidation
Euroclear	Euroclear UK and International Limited, a private limited company incorporated in England and Wales with registered number 02878738 and whose registered office is at 33 Cannon Street, London EC4M 5SB, being the operator of CREST
FCA	the Financial Conduct Authority of the United Kingdom whose place of business is at 12 Endeavour Square, London E20 1JN, including any replacement or substitute therefor, and any regulatory body or person succeeding, in whole or in part, to the functions thereof

Form of Proxy	the form of proxy for use by Shareholders at the General Meeting, which accompanies this document
FSMA	Financial Services and Markets Act 2000, as amended from time to time
General Meeting	the general meeting of the Company to be held at the offices of Simons Muirhead Burton LLP, 87-91 Newman Street, London W1T 3EY at 10.00 a.m. on 28 February 2023, or any adjournment thereof, notice of which is set out at the end of this document (the “ Notice of General Meeting ”)
HMRC	HM Revenue & Customs
Independent Shareholders	Shareholders other than the Investment Manager and its associates
Investment Management Agreement	the agreement between the Company and the Investment Manager entered into on 13 May 2020 and approved at the Company's annual general meeting on 28 August 2020
Investment Manager	Edge Investments Limited, a private limited company incorporated in England and Wales with registered number 05507396 and whose registered office is at 1 Marylebone High Street, London W1U 4LZ
ITA	the Income Tax Act 2007, as amended from time to time
Liquidators	Paul Cooper and Asher Miller of Begbies Traynor (London) LLP, 29th Floor, 40 Bank Street, London E14 5NR
Liquidators' Engagement Letter	the agreement entered into between the Company and Begbies Traynor (London) LLP, dated 15 December 2022
Listing Rules	the listing rules made by the FCA under Part VI of FSMA, as amended from time to time
London Stock Exchange	London Stock Exchange plc
NAV or Net Asset Value	the net asset value of the Company which shall be the total value of all of the assets of the Company less its liabilities as determined by the Board and calculated in accordance with the Company's accounting policies
Non-qualifying Investment	any investment which does not qualify as a Qualifying Investment
Official List	the official list maintained by the FCA
Proposals	the proposal that the Company be placed into members' voluntary liquidation and the approval of the Related Party Transaction
Qualifying Investment	any investment which is a qualifying holding for the purposes of Chapter 4 of Part 6 of ITA
Qualifying Portfolio	the Company's assets that are Qualifying Investments
Qualifying Portfolio Company	a company in which the Company has a Qualifying Investment
Register	the register of Shareholders
Registrar	The City Partnership (UK) Limited, a private limited company incorporated in Scotland with registered number SC269164 and whose registered office is as Suite 2 Orchard Brae House, 30 Queensferry Road, Edinburgh EH4 2HS
Regulatory Information Service or RIS	any of the regulatory information services set out in Appendix 3 of the Listing Rules
Related Party Transaction	the entry by the Company into the EIL Advisory Services Agreement
Resolution 1	the ordinary resolution relating to the approval of the Related Party Transaction to be proposed at the General Meeting

Resolution 2

the special resolution relating to the placing of the Company into members' voluntary liquidation to be proposed at the General Meeting

Resolutions

Resolution 1 and Resolution 2

Sanctions Authority

each of the following:

- the United States government;
- the United Nations;
- the United Kingdom;
- the European Union (or any of its member states);
- any other relevant governmental or regulatory authority, institution or agency which administers economic, financial or trade sanctions; or

the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Assets Control of the US Department of the Treasury, the United States Department of State, the United States Department of Commerce and Her Majesty's Treasury.

Sanctions Restricted Person

each person or entity:

- that is organised or resident in a country or territory which is the target of comprehensive country sanctions administered or enforced by any Sanctions Authority; or
- that is, or is directly or indirectly owned or controlled by a Person that is, described or designated in (a) the current "Specially Designated Nationals and Blocked Persons" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>); and/or (b) the current "Consolidated list of persons, groups and entities subject to EU financial sanctions" (which as of the date hereof can be found at: <https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en>); or the current "Consolidated list of financial sanctions targets in the UK" (which as of the date hereof can be found at: <https://ofsistorage.blob.core.windows.net/publishlive/2022format/ConList.html>); or
- that is otherwise the subject of or in violation of any sanctions administered or enforced by any Sanctions Authority, other than solely by virtue of their inclusion in: (a) the current "Sectoral Sanctions Identifications" list (which as of the date hereof can be found at: <https://www.treasury.gov/ofac/downloads/ssi/ssilist.pdf>) (the "**SSI List**"), (b) Annexes 3, 4, 5 and 6 of Council Regulation No. 833/2014, as amended by Council Regulation No. 960/2014 (the "**EU Annexes**"), or (c) any other list maintained by a Sanctions Authority, with similar effect to the SSI List or the EU Annexes.

Shareholders

holders of Shares

Shares or Ordinary Shares

the ordinary H shares of 10 pence each in the capital of the Company

United Kingdom or UK

the United Kingdom of Great Britain and Northern Ireland

VCT or venture capital trust

a venture capital trust, as defined in section 259 of the ITA

VCT Rules

all rules and regulations that apply to VCTs from time to time, including the ITA

NOTICE OF GENERAL MEETING

EDGE PERFORMANCE VCT PUBLIC LIMITED COMPANY

(Incorporated in England and Wales with registered number 05558025)

NOTICE IS HEREBY GIVEN that a general meeting of Edge Performance VCT public limited company (the "**Company**") will be held at the offices of Simons Muirhead Burton LLP, 87-91 Newman Street, London W1T 3EY at 10.00 a.m. on 28 February 2023 to consider and, if thought fit, pass the following resolutions, which will be proposed as an ordinary resolution and a special resolution respectively.

ORDINARY RESOLUTION

1. THAT the Related Party Transaction as defined in the circular to the shareholders of the Company dated 3 February 2023 be and is hereby approved.

SPECIAL RESOLUTION

2. THAT:
 - a) the Company be and is hereby wound-up voluntarily pursuant to section 84(1)(b) of the Insolvency Act 1986 and Paul Cooper and Asher Miller, both licensed insolvency practitioners of Begbies Traynor (London) LLP, 29th Floor, 40 Bank Street, London, E14 5NR be and are hereby appointed joint liquidators (the "**Liquidators**") of the Company for the purposes of such winding-up and distributing the Company's assets and any power conferred on them by law, the articles of association of the Company or by this resolution and any act required or authorised under any enactment to be done by them may be exercised by them jointly or by each of them alone;
 - b) the Liquidators be and are hereby authorised to make distributions in cash to the shareholders of the Company in accordance with the Company's articles of association and that the amount to be received by each shareholder will be weighted proportionately to the number of shares held;
 - c) the Liquidators be and hereby are authorised under the provisions of section 165(2) of the Insolvency Act 1986 to exercise the powers laid down in Part I of Schedule 4 of the Insolvency Act 1986;
 - d) the Liquidators be and hereby are entitled to receive remuneration for their services by reference to the time properly given by them and their staff, as well as raise and draw invoices in respect of disbursements, in respect of assisting the directors and members of the Company in placing the Company into liquidation and attending to matters arising on the winding-up; and
 - e) the Company's books and records be held by its company secretary to the order of the Liquidators until the expiry of twelve months after the date of dissolution of the Company, when they may be disposed of, save for financial and trading records which shall be kept for a minimum of six years following the vacation of the Liquidators from office.

By order of the Board

ISCA Administration Services Limited
Company Secretary

Registered office:

1 Marylebone High Street
London W1U 4LZ

Dated: 3 February 2023

Notes:**1. Entitlement to attend and vote**

If you wish to attend the General Meeting in person, you should arrive at the venue for the General Meeting in good time to allow your attendance to be registered. It is advisable to have some form of identification with you as you may be asked to provide evidence of your identity prior to being admitted to the General Meeting.

To be entitled to attend and vote at the General Meeting (and for the purposes of determining the votes that may be cast), members must be registered in the Company's register of members by close of business on 24 February 2023 (or, if the General Meeting is adjourned, 48 hours (excluding non-Business Days) prior to the adjourned General Meeting). No member shall, unless the Board otherwise decides, be entitled to vote in respect of any share held by him/her (either personally or by proxy) at the General Meeting unless all calls or other sums presently payable in respect of such share have been paid.

2. Appointment of proxies

Members are entitled to appoint one or more proxies to exercise all or any of their rights to attend, speak and vote at the General Meeting. A proxy need not be a member of the Company but must attend the General Meeting to represent a member. To be validly appointed a proxy must be appointed using the procedures set out in these Notes and the notes to the accompanying form of proxy.

If members wish their proxy to speak on their behalf at the General Meeting, members will need to appoint their own choice of proxy (not the Chairman of the General Meeting) and give their instructions directly to them.

Members can only appoint more than one proxy where each proxy is appointed to exercise rights attached to different shares. Members cannot appoint more than one proxy to exercise the rights attached to the same share(s). Members must state clearly on each form of proxy the number of shares in relation to which the proxy is appointed. If a member wishes to appoint more than one proxy, they should contact the Registrar at proxies@city.uk.com or by telephone on 01484 240 910. Lines are open from 9.00 a.m. to 5:30 p.m., Monday to Friday.

A member may instruct their proxy to abstain from voting on any resolution to be considered at the General Meeting by marking the 'vote withheld' option when appointing their proxy. It should be noted that an abstention is not a vote in law and will not be counted in the calculation of the proportion of votes 'for' or 'against' the resolution.

The appointment of a proxy will not prevent a member from attending the General Meeting and voting if they wish. A person who is not a member of the Company but who has been nominated by a member to enjoy information rights does not have the right to appoint any proxies under the procedures set out in these notes and should read Note 9 below.

Members can:

- (i) appoint a proxy or proxies and give proxy instructions by returning (a) the enclosed form of proxy by post or (b) a legible scan of the completed form of proxy to proxies@city.uk.com; or
- (ii) register their proxy appointment electronically; or
- (iii) if a CREST member, register their proxy appointment by utilising the CREST electronic proxy appointment service.

3. Appointment of proxy electronically

As an alternative to completing a form of proxy, you can appoint a proxy or proxies electronically via the Registrar's online proxy voting app at proxy-edge-gm.cpip.io. You will need your City Investor Number (CIN) and your Access Code which are shown on the attendance card(s) enclosed. Full instructions are given on the website. To be valid your proxy appointment(s) and instructions should reach the Registrar no later than 48 hours (excluding non-Business Days) before the time of the General Meeting or any adjournment of the General Meeting.

4. Appointment of proxy using a form of proxy

A form of proxy for use in connection with the General Meeting is enclosed. To be valid any completed and signed form of proxy or other instrument appointing a proxy, together with any Power of Attorney or other authority under which it is signed or a certified copy thereof, must be received by post (or during normal business hours only) by hand by the Registrar at The City Partnership (UK) Limited, The Mending Rooms, Park Valley Mills, Meltham Road, Huddersfield HD4 7BH. Members may also choose to send a legible scan of the completed and signed form of proxy to proxies@city.uk.com. In each case, to be valid, the form of proxy must be received no later than 48 hours (excluding non-Business Days) before the time of the General Meeting or any adjournment of the General Meeting.

If you do not have a form of proxy and believe that you should have one, or you require additional forms of proxy, please contact the Registrar at proxies@city.uk.com or by telephone on 01484 240 910. Lines are open from 9.00 a.m. to 5.30 p.m., Monday to Friday.

5. Appointment of proxy through CREST

CREST members who wish to appoint a proxy or proxies for the General Meeting by utilising the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual and Euroclear UK & International Limited's specifications to ensure a valid proxy appointment and/or instructions are submitted through the CREST service.

In order for a proxy appointment made via CREST to be valid, the proxy message must:

- (i) be properly authenticated in accordance with Euroclear UK & International Limited's specifications;
- (ii) contain the information required for such instruction, as described in the CREST Manual; and
- (iii) be received by the Registrar (ID 8RA57) by no later than 48 hours (excluding non-business days) before the time of the General Meeting or any adjournment of the General Meeting.

For this purpose, the time of receipt will be taken to be the time from which the Registrar is able to retrieve the message by enquiry to CREST. Members and/or voting service providers using the CREST service should refer to the CREST Manual for guidance on the practical limitations of the CREST service and timings. The Board may treat as invalid a CREST proxy appointment or instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

6. Revocation of proxy

In order to revoke a proxy instruction you will need to inform the Company using one of the following methods:

- (i) by sending a signed hard copy notice, clearly stating your intention to revoke your proxy appointment, to the Registrar at The City Partnership (UK) Limited, The Mending Rooms, Park Valley Mills, Meltham Road, Huddersfield HD4 7BH. In the case of a member which is a company, the revocation notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney of the company. Any Power of Attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such Power of Attorney or other authority) must be included with the revocation notice; or
- (ii) by sending an email, clearly stating your intention to revoke your proxy appointment, to proxies@city.uk.com; or
- (iii) by amending or deleting your proxy vote electronically via the Registrar's online proxy voting app at proxy-edge-gm.cpip.io. You will need your City Investor Number (CIN) and your Access Code which are shown on your attendance card(s) enclosed.

In each case, the revocation notice must be received by no later than 10.00 a.m. on 24 February 2023 (or if the General Meeting is adjourned, by no later than 48 hours (excluding non-Business Days) prior to the time and date set for the adjourned General Meeting). If you attempt to revoke your proxy appointment but your revocation is received after the time specified then, subject to the provisions of these Notes, your appointment will remain valid.

7. Appointment of proxy by joint holders

In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. The first-named holder is considered the most senior for this purpose.

8. Corporate representatives

Any corporation which is a member can, by a resolution of its board of directors or other governing body authorise such person or persons as it thinks fit to act as its representative or representatives at the General Meeting.

9. Nominated persons

Any person who receives this Notice of General Meeting as a person nominated under section 146 of the Companies Act 2006 to enjoy information rights (a "Nominated Person") may, under an agreement with themselves and the registered member by whom they have been nominated, be entitled to be appointed (or have someone else appointed) as proxy to vote at the General Meeting. If a Nominated Person does not have such a right or does not wish to exercise it, they may, under any such agreement, have a right to give instructions to the registered member as to the exercise of voting rights. Any queries with respect to your rights as a Nominated Person should be directed to the registered member.

10. Website details

Information regarding the General Meeting, including information required by section 311A of the Companies Act 2006, and a copy of this Notice of General Meeting, is available on the Company's website at <https://edge.vc/investor-portal/>.

11. Voting rights

As at 6.00 p.m. on 1 February 2023 (being the latest practicable date prior to the publication of this notice) the Company's issued share capital consisted of 10,729,167 ordinary H shares, carrying one vote each. The Company holds no shares in treasury. Therefore, the total voting rights in the Company as at 6.00 p.m. on 1 February 2023 were 10,729,167 votes.

12. Notification of shareholdings

Any person holding 3 per cent. or more of the total voting rights of the Company who appoints a person as their proxy will need to ensure that both they and their proxy complies with their respective disclosure obligations under the FCA's Disclosure Guidance and Transparency Rules. Should the members grant the Chairman or any Director voting authority representing 3 per cent. or more of the total voting rights of the Company, an appropriate disclosure will be released to the London Stock Exchange in accordance with the FCA's Disclosure Guidance and Transparency Rules.

13. Questions at the General Meeting

The Board must answer any question relating to the business being dealt with at the General Meeting unless it would be undesirable in the interests of the Company or the good order of the General Meeting or if an answer to the question is already provided on the Company's website in the form of an answer to a question or if answering the question would interfere unduly with the preparation for the General Meeting or involve the disclosure of confidential information.

14. Voting and announcement of results

Voting at the General Meeting will be conducted on a poll. As soon as practicable following the General Meeting, the number of votes cast for and against and the number of votes withheld in respect of each resolution will be announced via a Regulatory Information Service and placed on the Company's website at <https://edge.vc/investor-portal/>.

15. Documents on display

No Director has a service contract with the Company but copies of the Directors' letters of appointment will be available for inspection at the registered office of the Company during normal business hours on any weekday (English public holidays are excepted) from the date of this Notice of General Meeting and at the location of the General Meeting for at least 15 minutes prior to the General Meeting and during the General Meeting.

16. Communication

Members are advised that, unless otherwise stated, any telephone number, website or email address which has been set out in this notice of General Meeting or in any related documents (including the form of proxy) is not to be used for the purposes of serving information or documents on, or otherwise communicating with, the Company for any purposes other than those expressly stated.