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If you sell or transfer or have sold or otherwise transferred all of your Ordinary Shares in the Company, please send this document at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. However, the distribution of this document into certain jurisdictions other than the United Kingdom may be restricted by law. Therefore, persons into whose possession this document comes should inform themselves about, and observe, any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of such jurisdiction. If you have sold part of your holding of shares in the Company, please retain this document and immediately contact the bank, stockbroker or other agent through whom the sale or transfer was effected.

Hiro Metaverse Acquisitions I S.A.

(A public limited liability company (société anonyme) incorporated and existing under the laws of the Grand Duchy of Luxembourg)

EXTENSION OF BUSINESS COMBINATION DEADLINE

AMENDMENT OF ARTICLES OF ASSOCIATION

CONVENING NOTICE OF EXTRAORDINARY GENERAL MEETING

Formal notice convening an Extraordinary General Meeting of the Company to be held at 11.00 a.m. CEST on 5 May 2023 at the offices of the Company’s notary, Etude Notaire Me Marc Elvinger, 2 Pl. de l’hotel de ville, 9087 Ettelbruck, Grand Duchy of Luxembourg, is set out at the end of this document. Shareholders will also find enclosed a Form of Proxy.

The action to be taken by Shareholders is set out on page 9.

This document does not constitute an offer to buy, acquire or subscribe for, or the solicitation of an offer to buy, acquire or subscribe for, any securities or an invitation to buy, acquire or subscribe for any securities.

This document should be read in its entirety. Your attention is drawn to the letter from the Chairman of the Company which is set out in Part 1 of this document and which recommends you vote in favour of the Extension Resolution to be proposed at the Extraordinary General Meeting.

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EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Latest time and date for completion of CREST Proxy Instructions or receipt of Forms of Direction by the Depositary	4.00 p.m. BST on 2 May 2023
Extraordinary General Meeting	11.00 a.m. CEST on 5 May 2023
Redemption Record Time*	6.00 p.m. BST on 5 May 2023
Redemption election through CREST made available to holders of Depositary Interests representing Public Shares*	9 May 2023
Latest time and date for completion or receipt of Redemption Notices (the “ Election Return Time ”)*	1.00 p.m. BST on 24 May 2023
Expected latest date for settlement of redemption monies through CREST *	2 June 2023

Notes

The timetable assumes that the Extraordinary General Meeting will not be adjourned as a result of there being no quorum, or for any other reason.

* Assuming the Extension Resolution is duly approved at the EGM.

GENERAL INFORMATION

Forward-Looking Statements

This document (and the information incorporated by reference into this document) may include certain forward-looking statements, including statements, beliefs or opinions with respect to the Company's business, financial condition and results of operations. These forward-looking statements are statements that are not historical facts and may be identified by terms such as "plans", "targets", "aims", "believes", "expects", "anticipates", "intends", "estimates", "will", "may", "hopes", "continues", "should" and similar expressions or, in each case, their negative or other various or comparable terminology or by discussions of strategy, plans, objectives, goals, future events or intentions. These forward-looking statements reflect, at the time made, the Directors' beliefs, intentions and current targets/aims concerning, among other things, the Company's results of operations, financial condition, liquidity, prospects, growth and strategies. Forward-looking statements include statements regarding: objectives, goals, strategies, outlook and growth prospects; future plans, events or performance and potential for future growth; economic outlook and industry trends; developments of the Company's markets; the impact of regulatory initiatives; and the strength of the Company's competitors. Forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. The forward-looking statements in this document are based upon various assumptions, many of which are based, in turn, upon further assumptions, including without limitation, management's examination of historical operating trends, data contained in the Company's records and other data available from third parties. Although the Directors believe that these assumptions were reasonable when made, these assumptions are inherently subject to significant known and unknown risks, uncertainties, contingencies and other important factors which are difficult or impossible to predict and are beyond the Company's control. These statements are made by the Directors in good faith based on the information available to them at the date of this document and reflect the Directors' beliefs and expectations. No representation or warranty is made that any of these statements or forecasts will come to pass or that any forecast results will be achieved. Forward-looking statements may, and often do, differ materially from actual results.

This document contains indications of future developments and other forward-looking statements that are subject to risk factors. These factors could adversely affect the Company's results, strategy and prospects. Forward-looking statements involve risks, uncertainties and assumptions. They relate to events and/or depend on circumstances in the future which could cause actual results and outcomes to differ materially from those currently anticipated. No obligation or duty is assumed (except as required by applicable law, the UK Listing Rules, or the Disclosure Guidance and Transparency Rules of the FCA, the Market Abuse Regulations (EU) No. 596/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended from time to time or the rules of the London Stock Exchange) to update any forward-looking statements, whether as a result of new information, future events or otherwise.

PART 1

LETTER FROM THE CHAIRMAN TO SHAREHOLDERS

HIRO METAVERSE ACQUISITIONS I S.A.

(A public limited liability company (société anonyme) incorporated and existing under the laws of the Grand Duchy of Luxembourg)

Registered office:

17, Boulevard F.W. Raiffeisen,
L-2411 Luxembourg
R.C.S. Luxembourg, B259488

Directors:

Sir Ian Livingstone
Luke Alvarez
Cherry Freeman
Jurgen Post
Emily Greer
Addie Pinkster

Non-Executive Chairman
Executive Director
Executive Director
Independent Non-Executive Director
Independent Non-Executive Director
Independent Non-Executive Director

4 April 2023

Dear Shareholder

Extension of Business Combination Deadline Amendment of the Articles of Association Convening Notice of Extraordinary General Meeting

1. Introduction

Today, Hiro Metaverse Acquisitions I S.A. (“HMAI” or the “**Company**”), a special purpose acquisition company formed to focus on a Business Combination with a target operating in the sectors of video games, esports, interactive streaming, GenZ social networks, connected fitness & wellness and metaverse technologies with principal business operations in the U.K., Europe or Israel, announced that it is seeking shareholder approval to extend the deadline by which it may seek a business combination to 7 February 2024.

The proposed extension will require an amendment to the articles of association of the Company (the “**Articles**”) which require the Company to complete a Business Combination by no later than 7 May 2023 (or such later date as may be approved by Shareholders but in any event no later than 7 November 2023). The Company considers that the extension beyond the deadline specified in the Articles is appropriate in the circumstances, giving Shareholders the option of participating in a potential Business Combination through the Company.

As at the date of this document, the Company is not in sufficiently advanced discussions with any potential targets to enable Shareholders to consider and vote on a potential Business Combination.

2. Extension of Initial Business Combination Deadline

In order to allow the Company sufficient time to complete a Business Combination, the Company is seeking an extension of its initial business combination deadline by nine months from 7 May 2023 (the “**Initial Business Combination Deadline**”) to 7 February 2024 (the “**Business Combination Extension**”).

The Articles permit an initial three month extension period with the approval of a simple majority of the holders of all Ordinary Shares followed by a further three month extension period, in each case with

the approval of a simple majority of the holders of all Ordinary Shares, provided that the Business Combination Deadline may not exceed 7 November 2023. The Board considers that these permitted extensions are unlikely to provide sufficient time to permit the Company to evaluate alternative target companies, to agree terms on a potential business combination, to seek agreement on financing requirements and to implement the necessary steps for readmission under the UK Listing Rules in order to complete a business combination.

The market backdrop for SPACs and public equity offerings more generally has been challenging. This climate has not been conducive to completing a Business Combination. The Board however remains positive on the prospect of successfully executing a Business Combination and is encouraged by the discussions it has had with companies interested in exploring a Business Combination.

Accordingly, the Company has today published a convening notice in connection with the Business Combination Extension (the “**EGM Notice**”) incorporating the notice of an extraordinary general meeting of the Company (the “**EGM**”) to be held at 11.00 a.m. CEST, at Etude Notaire Me Marc Elvinger, 2 Pl. de l’hotel de ville, 9087 Ettelbruck, Grand Duchy of Luxembourg, on 5 May 2023 to consider, and if thought fit, approve the Business Combination Extension by way of an amendment to the Articles. Shareholders are not being asked to approve any Business Combination.

Pursuant to the Articles, the EGM can only amend the Articles if no less than 50 per cent. of the Ordinary Shares are represented at the EGM and the Extension Resolution is approved by a majority of at least two-thirds of the votes validly cast.

3. Availability of Redemption Rights

Pursuant to the Articles, in the event that any amendment is made to the Articles:

- (a) to modify the substance or timing of the Company’s obligation to allow redemption in connection with a Business Combination or redeem 100 per cent. of the Public Shares if the Company does not consummate a Business Combination within 15 months of 7 February 2022 (subject to an initial three-month extension period followed by a further three-month extension period, in each case approved by a shareholder vote); or
- (b) with respect to any other provisions relating to Shareholders’ rights or pre-Business Combination activity,

the Company shall provide the holders of Public Shares (other than Hiro Sponsor 1 LLP (the “**Sponsor**”) or a Director) with the opportunity to redeem their Public Shares upon the approval of any such amendment, at a price per-share, payable in cash, equal to the aggregate amount then on deposit in the escrow account opened with Citibank N.A., London Branch (the “**Escrow Account**”) including the Overfunding Amount and accrued interest (less taxes payable) divided by the number of then outstanding Public Shares (excluding the Overfunding Shares), subject always to such sums being available for distribution in accordance with Articles 430-22 and 461-2 of the Luxembourg Company Law.

The implementation of the Business Combination Extension on the basis set out in this document would amount to such an amendment to the Articles. Accordingly, if Shareholders approve the Business Combination Extension at the EGM, the Company shall provide its Public Shareholders with the opportunity to redeem all or a portion of their Public Shares (in accordance with the provisions of the Articles) following the EGM.

This early right of redemption will apply whether or not a Public Shareholder votes in favour of the resolution to approve the Business Combination Extension at the EGM. The amount in the Escrow Account is anticipated to be approximately £10.50 per Public Share (comprising £10.00 per Public Share representing the initial subscription amount paid by Public Shareholders together with Public Shareholders’ pro rata entitlement to the Escrow Account Overfunding, expected to be £0.30 per Public Share and accrued interest less taxes payable, expected to be approximately £0.20 per Public Share), subject always to such sums being available for distribution in accordance with Articles 430-22 and 461-2 of the Luxembourg Company Law.

The per-share amount the Company will distribute to Public Shareholders who properly redeem their Public Shares will not be reduced by any deferred underwriting commission payable by the Company to Citigroup Global Markets Limited, the Company's bookrunner in relation to the IPO (which is only payable upon the completion of a Business Combination).

The redemption of the Public Shares held by a Public Shareholder will not trigger the repurchase or redemption of any Public Warrants held by such Public Shareholder. Accordingly, Public Shareholders whose Public Shares are redeemed by the Company will retain all rights to any Public Warrants that they may hold at the time of such redemption.

The Sponsor and each of the Directors have agreed to waive redemption rights with respect to all Overfunding Shares and Sponsor Shares held by them in connection with the Business Combination Extension.

Actions

In order for a valid redemption election to be made, Public Shareholders must hold Public Shares as at close of business (6:00 p.m. BST) on 5 May 2023 (the "**Redemption Record Time**").

Redemption elections through CREST will be available from 9 May 2023 for holders of Depositary Interests representing Public Shares.

If a Public Shareholder wishes to redeem all or a portion of their Public Shares early, they are required to submit their redemption election electronically through CREST so as to be received by 1:00 p.m. BST on 24 May 2023 (the "**Election Return Time**"), being 15 days following the date of availability of redemption elections.

Public Shareholders who validly elect to redeem all or a portion of their Public Shares on or before the Election Return Time shall have such Public Shares redeemed and payment in respect of such Public Shares will be made by the Depositary as soon as practicable following the Election Return Time (expected to be no later than 2 June 2023).

If a Public Shareholder does not wish to redeem any of their Public Shares, they do not need to submit a redemption election through CREST or take any other action.

4. No Additional Escrow Account Overfunding

As contemplated in the Articles and the IPO Prospectus, if Shareholders agreed to extend the Business Combination Deadline for a period of three months, the Sponsor had agreed (pursuant to the Sponsor Private Placement Agreement) to subscribe for a further 57,500 Public Shares and 28,750 Public Warrants for a consideration of £10.00 for (i) one Public Share and (ii) ½ of a Public Warrant (being £575,000 in aggregate) for the First Extension Period (the "**First Additional Subscription**"), the proceeds of which would be held in the Escrow Account as Additional Escrow Account Overfunding. Additionally, if Shareholders agreed to a second extension of the Business Combination Deadline, the Sponsor had agreed to subscribe for a further 57,500 Public Shares and 28,750 Public Warrants for a consideration of £10.00 for (i) one Public Share and (ii) ½ of a Public Warrant (being £575,000 in aggregate) for the Second Extension Period (the "**Second Additional Subscription**"), the proceeds of which would be held in the Escrow Account as Additional Escrow Account Overfunding.

As Shareholders are not being asked to extend the Business Combination Deadline in the manner contemplated in the Articles or the IPO Prospectus, but in a manner that would give rise to the right of redemption of their Public Shares (as noted in paragraph 3 above), the Company has agreed that the Sponsor will not be required to subscribe for additional Public Shares or Public Warrants or pay the First Additional Subscription or Second Additional Subscription in connection with the Business Combination Extension. The Directors consider that Public Shareholders will be able to either:

- approve the Business Combination Extension and retain their Public Shares (and Public Warrants as applicable);

- approve the Business Combination Extension and redeem some or all of their Public Shares, but retain their Public Warrants (as applicable), which would provide such holders with the ability to benefit from any future Business Combination that may be agreed if the Public Warrants become exercisable in accordance with their terms; or
- refuse to approve the Business Combination Extension, in which event the Company will cease operations, following expiry of the Initial Business Combination Deadline and the Company will return the proceeds of the Escrow Account to Public Shareholders in the manner contemplated in paragraph 6 below.

The Company considers that, in such circumstances, Public Shareholders should have the ability to decide to either give the Company additional time to identify a suitable target company and implement a Business Combination or to have the Company return the proceeds of the Escrow Account to Public Shareholders and then de-list the Public Shares and Public Warrants. However, as Public Shareholders will also have the ability to redeem some or all of their Public Shares ahead of any Business Combination in the event that the Business Combination Extension is approved (in a manner that would not otherwise be permitted if the Business Combination Deadline was extended in the manner currently contemplated in the Articles and the IPO Prospectus), the Company considers that the Sponsor should not be obliged to provide additional funds to be held in the Escrow Account (which would otherwise be available for the benefit of the Public Shareholders on any redemption of their shares upon a Business Combination being completed).

Accordingly, if the Business Combination Extension is approved, the Company will waive the relevant provisions of the Sponsor Private Placement Agreement in respect of the First Additional Subscription and the Second Additional Subscription. The Company has also waived the provisions of the Lock-up and Waiver Agreement pursuant to which the Directors (in their personal capacity and not as directors of the Company) undertook not to propose any amendment to the Articles which would have the effect of extending the Business Combination Deadline in the manner contemplated in this document. The resolution to be put to Shareholders at the EGM includes the ratification of such waiver (which might otherwise constitute a conflict of interests for the Directors).

5. Consequences of approving the Business Combination Extension

Possible dilutive effect on Public Shareholders in the event of exercise of redemption rights

If the Business Combination Extension is approved and some of the Public Shareholders exercise their rights of redemption in respect of some or all of their Public Shares, the Company shall be required to return a proportion of the funds standing to the credit of the Escrow Account and to redeem the relevant Public Shares. This will result in the number of Public Shares being reduced, while the number of Sponsor Shares, Public Warrants and Sponsor Warrants will remain unchanged.

Upon completion of any Business Combination, the remaining holders of the Public Shares may therefore face increased dilution to their interests (as a result of more Public Warrants and Sponsor Warrants remaining, relative to the number of Public Shares).

Availability of funds to complete a Business Combination

In the event that there is a significant exercise of redemption rights, the Company shall also have less funds available in the Escrow Account to fund any Business Combination and may need to raise additional third party finance at the time of any Business Combination to meet its financing requirements, to pay any cash consideration if required, and to satisfy any minimum cash balance condition imposed as part of any Business Combination.

If the Company has insufficient funds available, the Company may be required to seek additional financing by issuing new equity or debt securities or securing debt financing. The Company may not receive sufficient support from its existing Shareholders to raise additional equity, and lenders may be unwilling to extend debt financing to the Company on attractive terms, or at all.

In addition, raising additional third party financing may involve dilutive equity issuances (which the Company is able to do without requiring the prior approval of holders of its Ordinary Shares) or the incurrence of indebtedness at higher than desirable levels, potentially up to, in each case, an amount sufficient to affect any larger than expected number of Public Shares submitted for redemption. These considerations may limit the Company's ability to complete the most desirable Business Combination available to it or optimise the Company's capital structure.

Possible dilutive effect on Public Shareholders in the event of issue of additional Public Shares

It is likely that the Company will decide that there is a need to raise additional third party finance at the time of any Business Combination. In that event, the Company may issue a substantial number of additional Public Shares to complete its Business Combination, including via a private investment in public entity, or PIPE transaction.

The issuance of additional Public Shares:

- (a) may significantly dilute the equity interest of existing Public Shareholders;
- (b) could cause a change in control if a substantial number of Public Shares are issued, which could, among other things, result in the resignation or removal of the Company's present Directors; and
- (c) may adversely affect prevailing market prices for the Public Shares and/or Public Warrants.

Ability to complete a Business Combination before the revised Business Combination Deadline

While the Company will have until 7 February 2024 to implement a Business Combination, the Company cannot estimate how long it will take to identify suitable Business Combination opportunities and there can be no assurance that the Company will be able to identify any suitable target company, agree relevant terms of a Business Combination, and implement the necessary steps for re-admission under the UK Listing Rules in order to complete a Business Combination before this deadline.

Failure to identify a suitable Business Combination or to reach an agreement on acceptable terms could result from factors including (but not limited to) a lack of suitable target companies and increased competition for such target companies. Such competition may for example come from strategic buyers, sovereign wealth funds, other SPACs, and public and private investment funds, many of which are well established and have extensive experience in identifying and completing acquisitions and business combinations. A number of these competitors may possess greater technical, financial, human and other resources than the Company and may be able to facilitate a more expedited acquisition process. Furthermore, some potential target companies have already entered into business combinations, and the Company believes that there are many SPACs seeking target companies for, and that may in the future undertake initial public offers in order to seek target companies for, business combinations. As a result, fewer attractive target companies may be available at any point prior to the revised Business Combination Deadline. Attractive deals could also become scarcer for other reasons, such as economic or industry sector downturns, geopolitical tensions, or increases in the cost of additional capital needed to close business combinations or operate target companies post-business combination, thereby increasing competition. This could increase the cost of, or otherwise complicate or frustrate the Company's ability to find and consummate a Business Combination.

Any of these or other factors may place the Company at a competitive disadvantage in successfully negotiating or completing an attractive Business Combination. There cannot be any assurance that the Company will be successful against such competition. This competition may result in a potential target companies seeking a different buyer even after having spent considerable time negotiating with the Company, or may require a competitive bidding process in which the Company may ultimately not succeed.

Furthermore, even if an agreement is reached relating to a target company, the Company may fail to complete such Business Combination, because shareholders of that target company do not approve the transaction, a required regulatory condition is not obtained, other conditions precedent for completion

for the Business Combination are not fulfilled, or for reasons beyond its control, such as material adverse changes in economic and market conditions.

In such circumstances, the Company will not be able to complete the Business Combination by the revised Business Combination Deadline and will need to cease operations and return any remaining funds in the Escrow Account to the holders of Public Shares in the manner contemplated in paragraph 6 below.

The Company's negotiating position in light of the requirement to complete a Business Combination by the revised Business Combination Deadline

Any potential target company with which the Company enters into negotiations concerning the Business Combination will most likely be aware that the Company must complete its Business Combination by the revised Business Combination Deadline. Consequently, such target company may obtain leverage over the Company in negotiating its Business Combination, knowing that if the Company does not complete its Business Combination with that particular target company, it may be unable to complete its Business Combination with any target company.

As a result, the Company might at such time enter into its Business Combination on terms that are not as favourable to the Company and the Shareholders as they could be under different circumstances. This risk will increase as the Company gets closer to the revised Business Combination Deadline. In addition, the Company may have limited time to conduct due diligence and, as a consequence, such due diligence may not reveal all relevant considerations or liabilities of a target business and the Company may enter into its Business Combination on terms that it would have rejected upon a more comprehensive investigation.

6. Consequences of not approving the Business Combination Extension

In the event that the Extension Resolution is not approved, the Company will:

- not be able to complete a Business Combination by the Initial Business Combination Deadline and expects to be left with substantial unrecovered legal costs and other expenses, such as those of professional advisors and service providers;
- as promptly as reasonably possible following the Initial Business Combination Deadline, redeem the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Escrow Account, including interest earned on the funds held in the Escrow Account (less taxes payable and up to £100,000 to pay dissolution expenses), divided by the number of then outstanding Public Shares (which is expected to be approximately £10.50 per Public Share, subject always to such sums being available for distribution in accordance with Articles 430-22 and 461-2 of the Luxembourg Company Law), which redemption, in accordance with the Articles, will completely extinguish Public Shareholders' rights as Shareholders (including the right to receive further liquidation distributions (if any)); and
- seek cancellation of listing and trading of the Company's Public Shares and Public Warrants (which will expire without value) on the London Stock Exchange as promptly as possible following the Initial Business Combination Deadline.

In such circumstances, there can be no assurance as to the particular amount or value of the remaining assets at any such future time either as a result of costs from unsuccessful Business Combinations or from other factors, including disputes or legal claims which the Company is required to pay out, the cost of the liquidation and dissolution process, applicable tax liabilities or amounts due to third-party creditors.

For additional information, please see part VI "*Proposed Business and Strategy - Failure to complete the Initial Business Combination*" of the IPO Prospectus, a copy of which is available on the Company's website at <https://hma1.hiro.capital/>

7. Non-United Kingdom Shareholders

The distribution of this document in certain jurisdictions may be restricted by law. Persons into whose possession this document comes should inform themselves about and observe any such restrictions.

Shareholders who are not resident in the United Kingdom should note that they should satisfy themselves that they have fully observed any applicable legal requirements under the laws of their relevant jurisdiction in relation to the Business Combination.

8. Extraordinary General Meeting

The Business Combination Extension is conditional upon Shareholder approval being obtained at the Extraordinary General Meeting. Accordingly, the Directors are seeking approval of a resolution to authorise the Business Combination Extension by way of an amendment to the Articles (the “**Extension Resolution**”).

Pursuant to the Articles, the EGM can only amend the Articles if no less than 50 per cent. of the Ordinary Shares are represented at the EGM and the Extension Resolution is approved by a majority of at least two-thirds of the votes validly cast.

You are not being asked to vote on any Business Combination at this time.

If the Company is able to agree the terms of any Business Combination and enter into a definitive agreement in respect of such transaction, it will make an announcement and will in due course publish an FCA-approved prospectus and circular (which will include a notice to convene an extraordinary general meeting to approve such Business Combination (among other related matters)).

At the end of this document is a notice convening the Extraordinary General Meeting to be held at 11.00 a.m. CEST at Etude Notaire Me Marc Elvinger, 2 Pl. de l’hotel de ville, 9087 Ettelbruck, Grand Duchy of Luxembourg on 5 May 2023, at which the Extension Resolution will be proposed.

9. Action to be taken

Registered shareholders and holders of dematerialised shares may take part in the Extraordinary General Meeting or any adjournment of it and exercise their rights if they hold such shares at the latest on the fourteenth day prior to the Extraordinary General Meeting (i.e. 21 April 2023) or any adjournment of it at midnight (24:00 CEST) (the “**Record Date**”), in accordance with article 13.10 of the articles of association of the Company and article 450-10 of the law of 10 August 1915 on commercial companies, as amended.

Any changes in share ownership after the Record Date will not be taken into account.

In the case of registered holders of Depositary Interests representing shares in dematerialised form in the Company, an electronic vote must be submitted through the CREST system in order to instruct Link Market Services Trustees Limited, the Depositary, to vote on the holder’s behalf at the meeting by proxy or, if the meeting is adjourned, at the adjourned meeting. If you are a CREST Personal Member, or other CREST Sponsored Member, you should consult your CREST sponsor, who will be able to take appropriate action on your behalf. Instructions can be submitted via the CREST system to be received by the issuer’s agent, Link Group (ID:RA10) **by 4.00 p.m. BST on 2 May 2023.**

Alternatively, a registered holder of Depositary Interests may request that a hard copy form of direction is sent to them free of charge. The Depositary may be contacted at , Link Group, 10th Floor, Central Square, 29 Wellington Street, Leeds, LS1 4DL or at the Depositary's Shareholder Helpline, Tel: 0371 664 9272 (Shareholders). If you are outside the United Kingdom, please call +44371 664 9272. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The Depositary is open between 9.00 a.m. - 5:30 p.m. BST, Monday to Friday excluding public holidays in England and Wales. Email: nominee.enquiries@linkgroup.co.uk.

To be effective, electronic votes must be submitted on-line or a completed and signed form of direction (and any power of attorney or other authority under which it is signed) must be delivered to Link

Group, 10th Floor, Central Square, 29 Wellington Street, Leeds, LS1 4DL **by 4.00 p.m. BST on 2 May 2023.**

Registered Shareholders will find enclosed with this document a Form of Proxy for use in connection with the Extraordinary General Meeting. You are requested to complete, sign and return the Form of Proxy in accordance with the instructions printed thereon. To be valid, the instrument appointing a proxy (together with any power of attorney or other authority under which it is executed or a duly certified copy of such power) must be sent to Hiro.cosec@jtcgroup.com by 5.00 p.m. CEST on 3 May 2023 with a copy to the Company at the following address: 17, Boulevard F.W. Raiffeisen, L-2411 Luxembourg. Exercise of voting rights of shares in connection with duly filled and signed Forms of Proxy received after 5.00 p.m. CEST on 3 May 2023 will not be admitted at the Extraordinary General Meeting.

If you complete and return a Form of Proxy, you may still attend and vote at the Extraordinary General Meeting in person should you subsequently decide to do so subject to any restrictions applicable to attendance in person.

Please read the notes to the notice of Extraordinary General Meeting and the accompanying Form of Proxy for detailed instructions. The attention of Shareholders is also drawn to the recommendation of the Directors set out below.

10. Recommendation

The Directors consider that the Business Combination Extension and the Extension Resolution to be put to the Extraordinary General Meeting are in the best interests of the Company and its Shareholders as a whole and unanimously recommend Shareholders vote in favour of the Extension Resolution.

Yours sincerely

Sir Ian Livingstone
Chairman

PART 2

SUMMARY OF THE AMENDMENTS TO THE ARTICLES

The Articles are proposed to be amended in the following manner:

Amending Article 1 by deleting the words in red strike-through and inserting the words in blue underlining as follows:

Additional Escrow Account Overfunding	means the proceeds of additional funds to be committed by the Sponsor Entity to the Company through the subscription by the Sponsor Entity of Public Shares and Public Warrants which will be held in the Escrow Account, in the event that any Extension Periods are approved by a Shareholder vote
Additional Overfunding Shares	means any Public Shares subscribed for by the Sponsor Entity in connection with the Additional Escrow Account Overfunding
Business Combination Deadline	<u>means 7 February 2024</u> , fifteen (15) months from the Settlement Date, subject to an initial three month extension period (the “First Extension Period”) and a further three month extension period (the “Second Extension Period”), in each case approved by a Shareholder vote.
Escrow Account	means the escrow account established at Citibank N.A., London Branch, or any successor entity thereof, by the Company and the Escrow Subsidiary, containing the proceeds of the Placing <u>and</u> the Escrow Account Overfunding and any Additional Escrow Account Overfunding

Amending Article 10.4 by deleting the words in red strike-through as follows:

Each Public Share that is redeemed shall be redeemed at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Escrow Account (including the amounts contributed by the Sponsor pursuant to the Escrow Account Overfunding ~~and any Additional Escrow Account Overfunding~~ and any accrued interest) calculated as of two Trading Days prior to the Consummation of the Business Combination, divided by the number of then issued and outstanding Public Shares (excluding any Shares held in treasury and/or the Initial Overfunding Shares ~~and/or any Additional Overfunding Shares~~), subject to, amongst other things, (i) the availability of sufficient amounts on the Escrow Account and (ii) sufficient distributable profits and reserves of the Company.

Amending Article 10.5 by deleting the words in red strike-through as follows:

On the date set by the Board of Directors for the redemption of the relevant Public Shares (the **Redemption Date**), which will be on or prior to the Business Combination Completion Date, the Company will, to the extent permitted under the Law and the present Articles, be required

to redeem any Public Shares properly delivered for redemption and not withdrawn. For the avoidance of doubt, the Sponsor Shares, the Initial Overfunding Shares ~~and any Additional Overfunding Shares~~ will not be redeemed in connection with the Business Combination.

Amending Article 10.11 by deleting the words in red strike-through as follows:

Any amendment to the Articles (i) to modify the substance or timing of the Company's obligation to allow redemption in connection with the Business Combination or to redeem one hundred per cent (100%) of the Public Shares if the Company does not complete a Business Combination by the Business Combination Deadline, or (ii) with respect to any other provision relating to Shareholders' rights or pre-Business Combination activity will not be possible unless the Company provides the Public Shareholders with the opportunity to have their Public Shares redeemed upon approval of any such amendment at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Escrow Account (including the amounts contributed by the Sponsor pursuant to the Escrow Account Overfunding ~~and any Additional Escrow Account Overfunding~~ and any accrued interest), divided by the number of then issued and outstanding Public Shares (excluding any Shares held in treasury and/or the Initial Overfunding Shares ~~and/or any Additional Overfunding Shares~~), subject to the availability of a sufficient amount of distributable profits or reserves.

Amending Article 28.2 by deleting the words in red strike-through as follows:

Article **Error! Reference source not found.** applies mutatis mutandis. In addition, the Company shall redeem the then outstanding Public Shares at a price per share payable in accordance with article **Error! Reference source not found.** and equal to the aggregate amount then on deposit in the Escrow Account (including the amounts contributed by the Sponsor pursuant to the Escrow Account Overfunding ~~and any Additional Escrow Account Overfunding~~ and any accrued interest, less taxes payable and up to £100,000 of interest to pay dissolution expenses), divided by the number of then issued and outstanding Public Shares (excluding any Shares held in treasury and/or the Initial Overfunding Shares ~~and/or any Additional Overfunding Shares~~). In case not all Public Shares can be redeemed in accordance with article **Error! Reference source not found.** because there are no sufficient distributable reserves, distribution shall be made in priority to the holders of the remaining outstanding Public Shares (excluding any Shares held in treasury and/or the Initial Overfunding Shares ~~and/or any Additional Overfunding Shares~~) for any amounts remaining in the Escrow Account.

The French language version of the Articles are also proposed to be amended in the following corresponding manner:

Amending Article 1 by deleting the words in red strike-through and inserting the words in blue underlining as follows:

~~Actions Surfinancées Additionnelles~~

~~signifie toute Action Publique souscrite par l'Entité Sponsor en lien avec le Surfinancement Additionnel du Compte Séquestre~~

Compte Séquestre

signifie le compte séquestre ouvert auprès de Citibank, succursale de Londres, ou toute entité qui lui succède, par la Société et le Séquestre Subsidiaire, et contenant le produit du Placement ~~et le Surfinancement de Compte Séquestre et tout Surfinancement Additionnel du Compte Séquestre~~

Date Butoir du Regroupement d'Entreprises	<u>signifie 7 février 2024</u> , quinze (15) mois à compter de la Date de Règlement, sous réserve d'une prolongation initiale de trois mois (la « Première Période de Prolongation ») et une prochaine période de prolongation de trois mois (la « Seconde Période de Prolongation »), dans chaque cas approuvé par un vote des Actionnaires.
Surfinancement Additionnel du Compte Séquestre	signifie le produit des fonds supplémentaires engagés par l'Entité Sponsor à la Société par le biais de la souscription d'Actions Publiques cum rights et Warrants Publiques sous la forme d'Unités qui seront détenus dans le Compte Séquestre

Amending Article 10.4 by deleting the words in red strike-through as follows:

Chaque Action Publique qui est rachetée le sera à un prix par action, égal au montant total alors en dépôt sur le Compte Séquestre (y compris les montants versés par l'Entité Sponsor en vertu du Surfinancement du Compte Séquestre ~~et tout Surfinancement Additionnel du Compte Séquestre~~ et tout intérêt accumulé), contenant le produit de l'offre des Actions Publiques, calculé à partir de deux Jours Boursiers avant la Réalisation du Regroupement des Entreprises, divisé par le nombre d'Actions Publiques alors émises et en circulation (à l'exception des Actions détenues en trésorerie et/ou les Actions Surfinancées Initiales ~~et/ou les Actions Surfinancées Additionnelles~~), sous réserve, entre autres, (i) de la disponibilité des montants suffisants sur le Compte Séquestre et (ii) de bénéfices distribuables et de réserves suffisants de la Société.

Amending Article 10.5 by deleting the words in red strike-through as follows:

A la date fixée par le Conseil d'Administration pour le rachat des Actions Publiques concernées (la **Date de Rachat**), qui se situera avant ou le jour de la Date de Réalisation du Regroupement d'Entreprises, la Société sera tenue, dans la mesure permise par la Loi et les présents Statuts, de racheter toutes les Actions Publiques dûment remises pour rachat et dont le retrait n'a pas été effectué. Afin d'éviter toute ambiguïté, les Actions Sponsor, les Actions Surfinancées Initiales ~~et les Actions Surfinancées Additionnelles~~ ne seront pas rachetées dans le cadre du Regroupement d'Entreprises.

Amending Article 10.11 by deleting the words in red strike-through as follows:

Toute modification aux Statuts (i) visant à modifier la substance ou le calendrier de l'obligation de la Société d'autoriser le rachat dans le cadre du Regroupement d'Entreprises ou de racheter cent pour cent (100%) des Actions Publiques si la Société ne réalise pas un Regroupement d'Entreprises avant la Date Butoir du Regroupement d'Entreprises, ou (ii) concernant toute autre disposition relative aux droits des Actionnaires ou à l'activité préalable au Regroupement d'Entreprises, ne sera pas possible à moins que la Société ne donne aux Actionnaires Publiques la possibilité de faire racheter leurs Actions Publiques lors de l'approbation d'une telle modification à un prix par action, payable en espèces, égal au montant total alors en dépôt sur le Compte Séquestre (y compris les montants versés par le Sponsor en vertu du Surfinancement du Compte Séquestre ~~et tout Surfinancement Additionnel du Compte Séquestre~~ et tout intérêt accumulé), divisé par le nombre d'Actions Publiques alors émises et en circulation (à l'exception des Actions en trésorerie et/ou les Actions Surfinancées

Initiales ~~et/ou les Actions Surfinancées Additionnelles~~), sous réserve de la disponibilité d'un montant suffisant de bénéfices distribuables ou de réserves.

Amending Article 28.2 by deleting the words in red strike-through as follows:

L'article **Error! Reference source not found.** s'applique *mutatis mutandis*. De plus, la Société rachètera les Actions Publiques alors en circulation à un prix par action payable conformément à l'article **Error! Reference source not found.** et égal au montant total alors en dépôt sur le Compte Séquestre (y compris les montants versés par le Sponsor en vertu du Surfinancement du Compte Séquestre ~~et tout Surfinancement Additionnel du Compte Séquestre~~ et tout intérêt accumulé, diminué des impôts à payer et jusqu'à £100.000 d'intérêts pour payer les frais de dissolution) divisé par le nombre d'Actions Publiques émises et en circulation (à l'exception des Actions propres et/ou les Actions Surfinancées Initiales ~~et/ou les Actions Surfinancées Additionnelles~~). Dans le cas où toutes les Actions Publiques ne peuvent pas être rachetées conformément à l'article **Error! Reference source not found.** du fait qu'il n'y ait pas de réserves distribuables suffisantes, la distribution sera faite en priorité aux détenteurs d'Actions Publiques restantes en circulation (à l'exception des Actions propres et/ou les Actions Surfinancées Initiales ~~et/ou les Actions Surfinancées Additionnelles~~) pour tout montant restant sur le Compte Séquestre.

PART 3

DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

“Additional Escrow Account Overfunding”	the proceeds of the First Additional Subscription and the Second Additional Subscription;
“Articles”	the Articles of Association of the Company as in force at the date of this document;
“Board”	the board of Directors of the Company;
“Business Combination”	a business combination between HMAI and a target company;
“Business Combination Deadline”	the deadline by which the Company must complete a Business Combination;
“Business Combination Extension”	the extension of the Initial Business Combination Deadline to 7 February 2024;
“Company” or “HMAI”	Hiro Metaverse Acquisitions I S.A., a company incorporated in Luxembourg;
“Depositary”	means Link Market Services Trustees Limited or any other depositary appointed by the Company from time to time;
“Depositary Interests”	means the dematerialised depositary interests in respect of the Public Shares and Public Warrants issued or to be issued by the Depositary;
“Directors”	the directors of the Company;
“Disclosure Guidance and Transparency Rules”	the disclosure guidance and transparency rules made by the FCA under Part VI of FSMA;
“Escrow Account”	the escrow account opened by the Company’s Escrow Subsidiary with Citibank, N.A., London Branch;
“Escrow Account Overfunding”	the £3,450,000 additional funds committed by the Sponsor to the Company through the private placement of 345,000 Public Shares and 172,500 Public Warrants, each subscribed for by the Sponsor at the time of the Company’s IPO;
“Escrow Subsidiary”	HMA1 (Escrow) Limited, a wholly-owned subsidiary of the Company incorporated in England and Wales;
“EGM” or the “Extraordinary General Meeting”	the general meeting of the Company to approve the Business Combination Extension;
“Extension Resolution”	the resolution of the Company to be passed at the EGM to approve the Business Combination Extension by way of amending the Articles;
“FCA”	the UK Financial Conduct Authority;
“First Additional Subscription”	the subscription by the Sponsor of a further 57,500 Public Shares and 28,750 Public Warrants for a consideration of £10.00 for (i) one Public Share and (ii) ½ of a Public Warrant (being £575,000 in aggregate) for the First Extension Period;

“First Extension Period”	the initial three month extension period that may be triggered by the Company to extend the Initial Business Combination Deadline;
“Form of Proxy”	the form of proxy accompanying this document in respect of the EGM;
“FSMA”	the Financial Services and Markets Act 2000 of the UK, as amended;
“Initial Business Combination Deadline”	7 May 2023;
“IPO”	the initial public offering of the Company on 7 February 2022;
“IPO Prospectus”	the Company’s IPO prospectus dated 2 February 2022;
“Lock-up and Waiver Agreement”	the lock-up and waiver agreement entered into by the Sponsor, the Directors and the Company on 2 February 2022;
“Luxembourg Company Law”	the Luxembourg law of 10 August 1915 on commercial companies, as amended;
“Ordinary Shares”	the Sponsor Shares and the Public Shares;
“Overfunding Shares”	345,000 Public Shares subscribed for by the Sponsor at the time of the Company’s IPO as part of the Escrow Account Overfunding;
“Public Shareholders”	the holders of Public Shares;
“Public Shares”	the Class A Ordinary Shares of the Company;
“Public Warrants”	the warrants in respect of Public Shares issued to holders of Public Shares;
“Second Additional Subscription”	the subscription by the Sponsor of a further 57,500 Public Shares and 28,750 Public Warrants for a consideration of £10.00 for (i) one Public Share and (ii) ½ of a Public Warrant (being £575,000 in aggregate);
“Second Extension Period”	the second three month extension period that may be triggered by the Company after the First Extension Period has elapsed to extend the Initial Business Combination Deadline;
“Shareholder”	a holder of Ordinary Shares, including a holder of Public Shares and a holder of Sponsor Shares;
“SPACs”	special purpose acquisition companies;
“Sponsor”	Hiro Sponsor I LLP, a limited liability partnership incorporated in England and Wales, with registration number OC439442 and whose registered office is at 18th Floor, The Scalpel, 52 Lime Street, London, United Kingdom, EC3M 7AF;
“Sponsor Private Placement Agreement”	the private placement agreement entered into by the Company and the Sponsor on 2 February 2022;
“Sponsor Shares”	the 2,875,000 Class B Ordinary Shares of the Company initially held by the Sponsor as set out in the IPO Prospectus. For the avoidance of doubt, the Class B Ordinary Shares are not admitted to trading on a stock exchange;

“Sponsor Warrants” the warrants in respect of Public Shares issued to the Sponsor; and

“UK Listing Rules” the Listing Rules of the FCA made under section 73A of FSMA.

All references to legislation in this document are to the legislation of England and Wales or Luxembourg (as applicable) unless otherwise stated. Any reference to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof.

Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender.

HIRO METAVERSE ACQUISITIONS I S.A.

(A public limited liability company (société anonyme) incorporated and existing under the laws of the Grand Duchy of Luxembourg)

CONVENING NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at 11.00 a.m. (CEST) at Etude Notaire Me Marc Elvinger, 2 Pl. de l'hôtel de ville, 9087 Ettelbruck, Grand Duchy of Luxembourg, on 5 May 2023 to consider and, if thought fit, passing the following resolution.

This Notice of Meeting concerns matters described in a circular to Shareholders of the Company dated 4 April 2023 (the “**Circular**”). Words and expressions defined in the Circular have the same meaning when used in this Notice of Meeting.

To approve the Business Combination Extension

TO:

- (a) amend the Articles of Association by:
 - (i) Amending Article 1 by deleting the following definitions in their entirety:
 - (A) “Additional Escrow Amount Overfunding”; and
 - (B) “Additional Overfunding Shares”;
 - (ii) Amending Article 1 by deleting the definition of “Business Combination Deadline” and replacing with the following:

“**Business Combination Deadline** means 7 February 2024”;
 - (iii) Amending Article 1 by deleting the words “and any Additional Escrow Account Overfunding” at the end of the definition of “Escrow Account”;
 - (iv) Amending Article 10.4 by:
 - (A) deleting the words “and any Additional Escrow Account Overfunding” following the words “(including the amounts contributed by the Sponsor pursuant to the Escrow Account Overfunding”;
 - (B) deleting the words “and/or any Additional Overfunding Shares” following the words “(excluding any Shares held in treasury and/or the Initial Overfunding Shares”;
 - (v) Amending Article 10.5 by deleting the words “and any Additional Overfunding Shares” following the words “For the avoidance of doubt, the Sponsor Shares, the Initial Overfunding Shares”;
 - (vi) Amending Article 10.11 by:
 - (A) deleting the words “and any Additional Escrow Account Overfunding” following the words “(including the amounts contributed by the Sponsor pursuant to the Escrow Account Overfunding”;
 - (B) deleting the words “and/or any Additional Overfunding Shares” following the words “(excluding any Shares held in treasury and/or the Initial Overfunding Shares”;
 - (vii) Amending Article 28.2 by:

- (A) deleting the words “and any Additional Escrow Account Overfunding” following the words “(including the amounts contributed by the Sponsor pursuant to the Escrow Account Overfunding”;
 - (B) deleting the words “and/or any Additional Overfunding Shares” following the words “(excluding any Shares held in treasury and/or the Initial Overfunding Shares”; and
 - (C) deleting the words “and/or any Additional Overfunding Shares” following the words “(excluding any Shares held in treasury and/or the Initial Overfunding Shares”; and
- (viii) making all corresponding amendments to the above in the French language version of the Articles of Association;

and

- (b) approve and ratify all actions undertaken by the Directors and all documents entered into, or to be entered into, by the Company in connection with, or otherwise related to, the Business Combination Extension (including in respect of any potential conflict of interest).

BY ORDER OF THE BOARD

Sir Ian Livingstone
Chairman

4 April 2023

Hiro Metaverse Acquisitions I S.A.
Incorporated in Luxembourg

Registered Address:
17, Boulevard F.W. Raiffeisen,
L-2411 Luxembourg
R.C.S. Luxembourg, B259488

Additional Notes to the Notice of the Extraordinary General Meeting

1. Available information and documentation

The following documents are made available by the Company for the purpose of the EGM on the Company's website ([Home - Hiro Metaverse Acquisitions I](#)) from the publication of this convening notice:

- this convening notice;
- the full text of the draft resolutions in relation to each of the items included in the agenda to be adopted at the Extraordinary General Meeting;
- the Special Proxy Form to be used to vote by proxy or to vote by post, respectively.

Shareholders may obtain without charge a copy of the full text of any of the above documents upon request to JTC Corporate Services (Luxembourg) S.à r.l. as duly mandated domiciliation agent of the Company ("JTC") by sending a mail, fax or e-mail at the addresses detailed in section A. 6 of this convening notice.

2. Quorum and majority requirements

In accordance with article 13.32 of the Articles of the Company, an EGM may only amend the Articles if no less than fifty per cent (50%) of the issued share capital is represented and the agenda indicates the proposed amendments to the Articles, including the text of any proposed amendment to the Company's object or form. A resolution to amend the Articles must be adopted by a majority of at least two-thirds of the votes validly cast.

3. Total number of shares and voting rights

At the time of convening the Extraordinary General Meeting, the Company's registered capital amounts GBP 156,417.20 represented by 11,845,000 Public shares (Class A ordinary shares) without nominal value and 2,875,000 Sponsor shares (Class B ordinary shares) without nominal value.

Each share entitles its holder to one vote, so that the total number of possible votes at the time of convening the Extraordinary General Meeting of the Company is 14,720,000.

4. Additional important information for shareholders

4.1. Exercise of voting rights

Shareholders are hereby informed that the exercise of voting rights is exclusively reserved to such persons that were shareholders on the Record Date and who have adhered to the voting instruction set out in this convening notice.

Transfer of shares after the Record Date is possible subject to usual transfer limitations, as applicable. However, alterations (either positive or negative) of the number of shares owned by the shareholder after the Record Date will have no impact on the voting rights of that shareholder at the Extraordinary General Meeting.

Likewise, any transferee having become owner of the shares after the Record Date has no right to vote at the Extraordinary General Meeting.

4.2. Rights of shareholders to request additional items to the agenda

In accordance with article 13.15 to 13.17 of the Articles of the Company, the shareholders holding individually or jointly at least five per cent (5%) of the issued share capital of the Company are entitled to (i) request the addition of items to the agenda of the Extraordinary General Meeting and (ii) submit draft resolutions for items included or to be included on the agenda of the Extraordinary General Meeting.

Such requests must:

1. be in writing and sent to the Company by post or electronic means to the address, fax number or email address of JTC detailed in note 5 of this convening notice (with a copy to the Company at the following address: 17 Boulevard F.W. Raiffeisen, L-2411 Luxembourg) and be accompanied by a justification or draft resolution to be adopted in the General Meeting;
2. include the postal or email address to which the Company may confirm receipt of the request; and
3. be received by the Company by 13 April 2023 at the latest.

Where the requests entail a modification of the agenda for the Extraordinary General Meeting already communicated to the shareholders, the Company will publish a revised agenda on 20 April 2023 at the latest.

The results of the vote will be published on the Company's website ([Home - Hiro Metaverse Acquisitions I](#)) within fifteen (15) days following the Extraordinary General Meeting.

4.3. Ability to ask questions before and during the Extraordinary General Meeting

Shareholders who wish to exercise their right to ask questions related to the items on the agenda of the Extraordinary General Meeting must submit their questions by e-mail to Hiro.cosec@jtcgroup.com at least five (5) business days prior to the Extraordinary General Meeting together with evidence of share ownership on the Record Date.

The right for shareholders to ask questions is subject to the condition of the question having been submitted in the form and within the delay as specified above. Every shareholder shall also have the right to ask questions related to items on the agenda of the general meeting during such meeting.

The Company will respond on a best effort basis to the questions with respect to the Extraordinary General Meeting, in particular respecting the good order of the Extraordinary General Meeting as well as the protection of confidentiality and business interests of the Company. The Company may provide one overall answer to the questions having the same content. An answer shall be deemed to be given if the relevant

information is available on the Company's website in a question and answer format or by the mere reference by the Company to its website.

5. Contact details of JTC

The contact details of the agent duly mandated by the Company to receive the Proxy Forms, proposals of additional agenda items and proposed resolutions pursuant to this convening notice are as follows:

JTC Corporate Services (Luxembourg) S.à r.l.

17, Avenue F.W. Raiffeisen, L-2411 Luxembourg, Grand Duchy of Luxembourg

Tel: +352 26 34 36 - 29 / 32 / 43

Email: Hiro.cosec@jtcgroup.com