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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM F-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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**Marex Group plc**

(Exact Name of Registrant as Specified in its Charter)

**Not Applicable**

(Translation of Registrant's Name into English)

**England and Wales**  
(State or Other Jurisdiction of Incorporation or Organization)

**6200**  
(Primary Standard Industrial Classification Code Number)

**Not Applicable**  
(I.R.S. Employer Identification No.)

**155 Bishopsgate  
London EC2M 3TQ  
United Kingdom  
+44 2076 556000**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Marex Capital Markets Inc.  
140 East 45<sup>th</sup> Street, 10<sup>th</sup> Floor  
New York, New York 10017**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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**Approximate date of commencement of proposed sale to the public:** As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933. Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards<sup>†</sup> provided pursuant to Section 7(a)(2)(B) of the Securities Act.

<sup>†</sup> The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the U.S. Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

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The information in this prospectus is not complete and may be changed. We and the Selling Shareholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and neither we nor the Selling Shareholders are soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

**PRELIMINARY PROSPECTUS**  
(Subject to Completion) Dated \_\_\_\_\_, 2024

Shares



**Marex Group plc**

Ordinary Shares

This is the initial public offering of Marex Group plc. We are offering \_\_\_\_\_ of our ordinary shares, nominal value \$ \_\_\_\_\_ per ordinary share, and certain of our existing shareholders (the "Selling Shareholders") are offering \_\_\_\_\_ of our ordinary shares. We will not receive any proceeds from the sale of ordinary shares by the Selling Shareholders. Prior to this offering, there has been no public market for our ordinary shares. We currently expect the initial public offering price to be between \$ \_\_\_\_\_ and \$ \_\_\_\_\_ per ordinary share.

We have applied to list our ordinary shares on the Nasdaq Global Select Market ("Nasdaq") under the symbol "MRX."

**Investing in our ordinary shares involves risks. See "[Risk Factors](#)" beginning on page 32.**

We are a "foreign private issuer" under applicable U.S. Securities and Exchange Commission (the "SEC") rules and will be eligible for reduced public company disclosure requirements. See "[Prospectus Summary – Implications of Being a 'Foreign Private Issuer.'](#)"

Price \$ \_\_\_\_\_ per ordinary share

	Price to public	Underwriting discounts and commissions <sup>(1)</sup>	Proceeds, before expenses, to us	Proceeds, before expenses, to the Selling Shareholders
Per ordinary share	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____

(1) We refer you to "[Underwriting](#)" for additional information regarding underwriting compensation.

We and the Selling Shareholders have granted the underwriters an option for a period of 30 days after the date of this prospectus to purchase up to an additional \_\_\_\_\_ ordinary shares from us and an additional \_\_\_\_\_ ordinary shares from the Selling Shareholders, in each case, at the initial public offering price, less underwriting discounts and commissions.

**Neither the SEC nor any other state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.**

The underwriters expect to deliver the ordinary shares to purchasers against payment on \_\_\_\_\_, 2024.

**Barclays\***

**Goldman Sachs & Co. LLC\***

**Jefferies**

**Keefe, Bruyette & Woods**  
*A Stifel Company*

\* Listed alphabetically.

Prospectus dated \_\_\_\_\_, 2024

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Neither we, the Selling Shareholders nor the underwriters have authorized anyone to provide you with any information or to make any representations other than those contained in this prospectus, any amendment or supplement to this prospectus, or any free writing prospectus we have prepared, and neither we nor the underwriters take responsibility for, and can provide no assurance as to the reliability of, any other information others may give you. We, the Selling Shareholders and the underwriters are offering to sell ordinary shares and seeking offers to purchase ordinary shares only in the United States and certain other jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date on the cover page of this prospectus, regardless of the time of delivery of this prospectus or the sale of ordinary shares. Our business, financial condition, results of operations and prospects may have changed since the date on the cover page of this prospectus.

For investors outside the United States: neither we, the Selling Shareholders nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction, other than the United States, where action for that purpose is required. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the ordinary shares and the distribution of this prospectus outside the United States.

## ABOUT THIS PROSPECTUS

Except where the context otherwise requires or where otherwise indicated, the terms “Marex,” the “Company,” the “Group,” “we,” “us,” “our,” “our company” and “our business” refer to Marex Group plc, together with its consolidated subsidiaries as a consolidated entity.

## MARKET AND INDUSTRY DATA

Within this prospectus, we reference information and statistics regarding the industries in which we operate. We are responsible for these statements included in this prospectus. We have obtained this information and statistics from our own internal estimates, surveys and research, as well as from various independent third-party sources and publicly available data, including information from Bloomberg, the Bank for International Settlements (“BIS”), the Futures Industry Association (“FIA”), and the reports below:

- Maximize Market Research’s report titled “Metal Recycling Market: Global Industry Analysis and Forecast (2023-2029),” which was published in June 2023 (“Maximize Market Research”), and
- Shell and Boston Consulting Group’s report titled “The Voluntary Carbon Market: 2022 Insights and Trends,” which was published in January 2023 (“Shell/BCG”).

Industry publications, research, surveys, studies and forecasts generally state that the information they contain has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. These forecasts and forward-looking information are subject to uncertainty and risk due to a variety of factors, including those described under “*Cautionary Statement Regarding Forward-Looking Statements*” and “*Risk Factors*.” These and other factors could cause results to differ materially from those expressed in the forecasts or estimates from independent third parties and us.

## TRADEMARKS, SERVICE MARKS AND TRADENAMES

We have proprietary rights to certain trademarks used in this prospectus that are important to our business, certain of which are registered under applicable intellectual property laws.

This prospectus contains additional trademarks, service marks and trade names of others, which are the property of their respective owners. All trademarks, service marks and trade names appearing in this prospectus are, to our knowledge, the property of their respective owners. We do not intend our use or display of other companies’ trademarks, service marks or trade names to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

Solely for convenience, the trademarks, service marks, logos and trade names referred to in this prospectus are without the ® and ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensors to these trademarks, service marks, logos and trade names.

## PRESENTATION OF FINANCIAL AND OTHER INFORMATION

We report under International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board (the “IASB”). The financial information in this prospectus has been prepared in accordance with IFRS, as issued by the IASB, which differ in certain significant respects from accounting principles generally accepted in the United States (“U.S. GAAP”). This prospectus does not include a reconciliation from IFRS to U.S. GAAP. Our consolidated financial statements have been restated to correct certain errors as explained in note 1 to our consolidated financial statements.

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We present our consolidated financial statements in U.S. dollars. All references in this prospectus to “dollar,” “USD” or “\$” mean U.S. dollars, all references to “£,” “GBP” or “Pounds Sterling” mean British pounds sterling and all references to “Euro” or “€” mean the currency of the member states of the European Monetary Union that have adopted or that adopt the single currency in accordance with the treaty establishing the European Community, as amended by the Treaty on European Union.

Certain monetary amounts, percentages, and other figures included in this prospectus have been subject to rounding adjustments. Accordingly, figures shown as totals in certain tables may not be the arithmetic aggregation of the figures that precede them, and figures expressed as percentages in the text may not total 100% or, as applicable, when aggregated may not be the arithmetic aggregation of the percentages that precede them.

In March 2021, we acquired Starsupply Petroleum Europe B.V., and in October 2021, we acquired Volcap Trading Partners Limited. In February 2022, we acquired Arfinco S.A. In August 2022, we signed a Share & Asset Purchase Agreement to acquire certain businesses of ED&F Man Capital Markets Inc. (“ED&F Man Capital Markets”), which involved a staggered completion, with completion of the acquisitions of the U.K. business in October 2022, the Australian business in November 2022, the U.S. and United Arab Emirates businesses in December 2022 and the Hong Kong business in February 2023. In February 2023, we completed the acquisition of the brokerage business of OTCex, which involved the acquisition of HPC SA (subsequently renamed Marex SA), and in July 2023, we acquired Global Metals Network Limited (“GMN”). On July 15, 2023, we completed the integration of Marex North America, LLC (“MNA”) and Marex Capital Markets Inc. (“MCM”), which historically was the U.S. business of ED&F Man Capital Markets. In August 2023, we acquired Eagle Energy Brokers, LLC (“Eagle Energy Brokers”) and its wholly owned subsidiary, Eagle Commodities Brokers Limited (“Eagle Commodities”), and in December 2023, we acquired Cowen’s legacy prime brokerage and outsourced trading business, which includes Cowen International Limited (subsequently renamed Marex Prime Services Limited). The acquisitions undertaken during 2023, whether taken into consideration individually or as a group of related businesses, are not “significant” for purposes of Rule 3-05 of Regulation S-X. Therefore, we are not required to, and have elected not to, provide separate historical financial information in this prospectus relating to these acquisitions.

Unless otherwise indicated, all information contained in this prospectus gives effect to a \_\_\_\_\_ split of our ordinary shares, which was effected on \_\_\_\_\_, 2024. Unless otherwise indicated, all information contained in this prospectus does not give effect to: (i) the conversion of our outstanding Growth Options (as defined in “*Management – Equity Incentive Plans – Growth Options*”) into Growth Shares (as defined in “*Management – Equity Incentive Plans – Growth Shares*”) in connection with and prior to the consummation of this offering, (ii) the conversion of our outstanding Growth Shares into \_\_\_\_\_ non-voting ordinary shares in connection with and prior to the consummation of this offering, assuming an initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, (iii) the exercise of a warrant into \_\_\_\_\_ non-voting ordinary shares in connection with and prior to the consummation of this offering, (iv) the reclassification of all of our non-voting ordinary shares into ordinary shares on a one-for-one basis in connection with and prior to the consummation of this offering and (v) the issuance of \_\_\_\_\_ additional ordinary shares to former holders of Growth Shares to satisfy the dividend adjustment (as described in “*Management – Equity Incentive Plans – Growth Shares*”).

A \$1.00 increase in the assumed initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, would decrease the number of ordinary shares referenced in clauses (ii) and (v) above by an aggregate of \_\_\_\_\_, and a \$1.00 decrease in the assumed initial public offering price would increase this number of ordinary shares by \_\_\_\_\_.

## Non-IFRS Financial Measures

Certain parts of this prospectus contain non-IFRS financial measures, including Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio. These non-IFRS financial measures are presented for supplemental informational purposes only and should not be considered a substitute for profit after tax, profit margin, the Sharpe ratio or any other financial information presented in accordance with IFRS and may be different from similarly titled non-IFRS measures used by other companies.

We define Adjusted Operating Profit as profit after tax adjusted for (i) tax, (ii) goodwill impairment charges, (iii) acquisition costs, (iv) bargain purchase gains, (v) owner fees, (vi) amortization of acquired brands and customer lists, (vii) activities in relation to shareholders and (viii) initial public offering (“IPO”) preparation costs. Adjusted Operating Profit is the primary measure used by our management to evaluate and understand our underlying operations and business trends, forecast future results and determine future capital investment allocations. Adjusted Operating Profit is the measure used by our executive board to assess the financial performance of our business in relation to our trading performance. The most directly comparable IFRS measure is profit after tax.

We believe Adjusted Operating Profit is a useful measure as it allows management to monitor our ongoing core operations and provides useful information to investors and analysts regarding the net results of the business. The core operations represent the primary trading operations of the business. Our actual results can be significantly affected by events that are unrelated to our ongoing operations due to a number of factors, including certain factors set forth under “*Risk Factors*,” “*Cautionary Statement Regarding Forward-Looking Statements*” and elsewhere in this prospectus. These events include, among other things, the acquisition of ED&F Man Capital Markets and impairment of goodwill.

We define Adjusted Operating Profit Margin as Adjusted Operating Profit (as defined above) divided by revenue. We believe that Adjusted Operating Profit Margin is a useful measure as it allows management to assess the profitability of our business in relation to revenue. The most directly comparable IFRS measure is profit margin, which is profit after tax divided by revenue.

We define the Adjusted Sharpe ratio as the ratio calculated as the average of monthly Adjusted Operating Profit divided by the standard deviation of monthly Adjusted Operating Profit. The Adjusted Sharpe ratio is used by management to measure our underlying earnings stability and assess the scale of the increase in our Adjusted Operating Profit. The most directly comparable IFRS ratio is the Sharpe ratio, which is calculated as the average monthly profit after tax divided by the standard deviation of monthly profit after tax.

We believe that these non-IFRS financial measures provide useful information to both management and investors by excluding certain items that management believes are not indicative of our ongoing operations. Our management uses these non-IFRS measures to evaluate our business strategies and to facilitate operating performance comparisons from period to period. We believe that these non-IFRS measures provide useful information to investors because they improve the comparability of our financial results between periods and provide for greater transparency of key measures used to evaluate our performance. In addition, we believe Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio are measures commonly used by investors to evaluate companies in the financial services industry. However, they are not presentations made in accordance with IFRS, and the use of the terms Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio may vary from others in our industry. Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio (or similar measures) are frequently used by securities analysts, investors and other interested parties in their evaluation of companies comparable to us, many of which present related performance measures when reporting their results.

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Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio (or similar measures) are used by different companies for differing purposes and are often calculated in different ways that reflect the circumstances of those companies. In addition, certain judgments and estimates are inherent in our process to calculate such non-IFRS measures. You should exercise caution in comparing Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio as reported by us to Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio as reported by other companies.

Adjusted Operating Profit and Adjusted Operating Profit Margin have limitations as analytical tools, and you should not consider them in isolation or as substitutes for analysis of our results as reported under IFRS. Some of these limitations are:

- they do not reflect costs incurred in relation to the acquisitions that we have undertaken;
- they do not reflect impairment of goodwill;
- other companies in our industry may calculate these measures differently than we do, limiting their usefulness as comparative measures; and
- the adjustments made in calculating these non-IFRS measures are those that management considers to be not representative of our core operations and, therefore, are subjective in nature.

The Adjusted Sharpe ratio has limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of our results or ratios measured or presented under IFRS. Some of these limitations are:

- the Adjusted Sharpe ratio measures the resilience in actual earnings and therefore should not be considered as a predictive or determinative tool;
- by definition, the standard deviation included in the calculation of the Adjusted Sharpe ratio is sensitive to outliers, making the measure less relevant to larger, single items, such as non-operating items; and
- the Adjusted Sharpe ratio could be impacted by the timing of ongoing step changes. The timing of our recent large acquisitions has limited this impact and been supportive of higher readings.

Accordingly, prospective investors should not place undue reliance on Adjusted Operating Profit, Adjusted Operating Profit Margin or the Adjusted Sharpe ratio. For additional information regarding our non-IFRS measures, and for a reconciliation of each such non-IFRS measure to its most directly comparable IFRS measure, see “*Summary Consolidated Financial and Other data – Non-IFRS Measures*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Non-IFRS Measures.*”

### **Key Performance Indicators**

Throughout this prospectus, we provide a number of key performance indicators used by our management and often used by competitors in our industry. These and other key performance indicators are presented in the sections entitled “*Summary Consolidated Financial and Other Data—Other Data*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Key Performance Indicators.*” We define certain terms used in this prospectus as follows:

“*FTE*” means the number of our full-time equivalents as of the end of a given period, which includes permanent employees and contractors.

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“*Average FTE*” means the average number of our full-time equivalents over the period, including permanent employees and contractors.

“*Revenue per FTE*” means revenue for a given period divided by the Average FTE for the same period.

“*Active Clients*” means clients that have generated more than \$5,000 in revenue for us in a given period.

“*Average Balances*” means the average amount of balances that generate interest income for us over a given period, calculated using quarterly data.

“*Trades executed*” means the total number of trades executed on our platform in a given year.

“*Contracts cleared*” means the total number of contracts cleared in a given year.

“*Total Capital Ratio*” means our total capital resources in a given period divided by the capital requirement for such period under the Investment Firms Prudential Regime (“IFPR”).



## PROSPECTUS SUMMARY

***This summary highlights information contained elsewhere in this prospectus. This summary does not contain all the information that may be important to you before deciding to invest in our ordinary shares, and we urge you to read this entire prospectus carefully, including the “Risk Factors,” “Cautionary Statement Regarding Forward-Looking Statements,” “Business” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections and our consolidated audited financial statements, including the notes thereto, included in this prospectus, before deciding to invest in our ordinary shares.***

### Our Company

Marex is a diversified global financial services platform providing essential liquidity, market access and infrastructure services to clients across energy, commodities and financial markets. We provide critical services to our clients by connecting them to global exchanges and providing a range of execution services. We operate in a large and fragmented market with significant infrastructure requirements and regulatory and technological complexity, resulting in high barriers to entry. Moreover, our market is characterized by reduced competitive intensity as we believe many large banks and other financial institutions have reduced their participation in this part of the financial ecosystem. We believe these trends elevate our value proposition and support our growth, as the scale and diversity of our business enable us to effectively service an underserved and growing global client base.

We generated \$1,244.6 million and \$711.1 million of revenue for the years ended December 31, 2023 and 2022, respectively, and have a track record of organic growth supplemented by complementary acquisitions that we carefully and efficiently integrate into our infrastructure. The diversification and resilience of our business has increased over the last several years through the expansion of our services and regional footprint, which enables us to effectively serve our clients. Within the global commodities market, we believe we are one of the leading service providers in the world, providing a broad range of services across the commodities value chain. We provide connectivity to 58 exchanges, including as a Category 1 member of the London Metal Exchange (“LME”) and a top 5 participant by volume on each of the Chicago Mercantile Exchange (“CME”) and the Intercontinental Exchange (“ICE”). During the years ended December 31, 2023 and 2022, we executed approximately 129 million and 58 million trades, respectively, and cleared approximately 856 million and 248 million contracts, respectively. We have a diverse client base of more than 4,000 active clients as of December 31, 2023. This includes both traditional consumers and producers of commodities who have recurring demand for our services across a variety of market conditions and financial clients, such as banks and asset managers. We have leading market positions across our core energy and commodities markets in Europe and the United States (based on management calculations derived from publicly available data) and growing capabilities in the Asia-Pacific (“APAC”) region. Our investment grade credit ratings are underpinned by our strong capital and liquidity position, making us a trusted counterparty for our clients.

Our business is organized into four closely connected service offerings, which combine to provide our clients with access to the full value chain in our industry from clearing to execution. Clearing is the heart of our business, providing the infrastructure that connects clients to global exchanges. We also offer clients access to deep liquidity pools both on an agency and principal basis across a range of different commodities and financial markets, including metals, agriculture, energy, equities and fixed income. If there is no on-exchange solution that meets a client’s needs, we can create bespoke, off-exchange hedging solutions. Our services are characterized by a deep understanding of products,

markets and clients' needs. Our five segments, which consist of our four reporting business segments – Clearing, Agency and Execution, Market Making and Hedging and Investment Solutions – and our control and support functions in our Corporate reporting segment, are:













- ***Clearing:*** Clearing is the interface between exchanges and clients. We provide the connectivity that allows our clients access to exchanges and central clearing houses. As clearing members, we act as principal on behalf of our clients and generate revenue on a commission per trade basis. We provide clearing services across energy, commodities and financial securities markets in Europe and the Americas and have growing capabilities in APAC. We hold collateral to manage client credit risk in our Clearing business, which also generates interest income for us. In our Clearing business, we broadly compete against other independent non-bank futures commission merchants (such as ADM Investor Services, RJ O'Brien and StoneX) and large global investment and commercial banks (such as J.P. Morgan, ABN Amro, Société Générale, Macquarie, Mizuho and Citigroup). In 2023, we were one of the 10 largest Futures Commission Merchants ("FCMs") in the United States by average segregated funds, according to publicly available data from the FIA, and had a top 10 market share on a number of the largest exchanges, according to ranking reports provided by such exchanges. There is declining competitive intensity in this segment, as the number of FCMs has declined by approximately 55% from December 2002 to December 2023, based on exchange information. There is also concentration among the largest providers, with the top 10 FCMs holding approximately 75% of margin balances as of December 2023, according to data from the FIA. Our Clearing business is strategically valuable, as the senior levels of an organization usually choose the clearing partner, which often results in a long-term business relationship with strong recurring revenue potential and unique cross-selling opportunities. Our broad product offering, expansive client base, global presence and investment grade credit ratings differentiate us and provide us with a competitive advantage. Clearing is the central hub of Marex, enabling us to offer clients complementary market access execution services tailored to their requirements.
- ***Agency and Execution:*** Utilizing our deep market knowledge, we are able to match buyers and sellers on an agency basis by facilitating price discovery across a broad range of commodities and financial markets. Our Agency and Execution business primarily generates revenue on a commission per trade basis without material credit or market risk exposure. In addition to listed products that trade directly on exchanges, many of our markets are traded on an over-the-counter ("OTC") basis. Our competitors include StoneX, BGC Partners, TP ICAP, Tradition, OTC Global Holdings and Clarksons. Our significant daily client order flow in listed and OTC markets, combined with deep product-level expertise, enhances our ability to provide differentiated liquidity to our clients. Additionally, it strengthens our risk management capabilities within Clearing as we gain greater visibility on market activity and liquidity.
- ***Market Making:*** We act as principal to provide direct market pricing to professional and wholesale counterparties in a variety of commodity and securities markets. Our Market Making business primarily generates revenue through charging a spread between buying and selling prices, without taking significant proprietary risk. Our Market Making operations are well diversified across geographies and asset classes. We conservatively manage market risk in our Market Making business with low average value-at-risk ("VaR") and limited overnight exposure that is driven by client facilitation rather than proprietary positions. Our key competitors include J.P. Morgan, StoneX, Société Générale and DV Trading. Our competitive advantage is centered around our deep knowledge of markets and ability to consistently provide liquidity in a wide breadth of contracts in various market environments.
- ***Hedging and Investment Solutions:*** We offer bespoke hedging and investment solutions for our clients and generate revenue through a return built into our product pricing. Tailored hedging solutions allow producers and consumers of commodities to hedge their exposure to

movements in market prices, as well as exchange rates, across a variety of different time horizons. In this segment, we compete against other financial firms such as StoneX and Macquarie, and commodity producers with in-house capabilities such as Cargill. Additionally, our financial products allow investors to gain exposure to a particular market or asset class, for example, equity indices, in a cost-effective manner through a structured product. We issue notes to clients to meet their desired return parameters. Given that we hold the principal balance of the issued notes on our balance sheet, our structured notes offering also provides a source of liquidity and funding for our business. Our investment solutions business competes against global financial firms such as J.P. Morgan, Leonteq and Société Générale. Our modern technology enables us to design products more nimbly to respond to evolving market demand and drives a lower cost-to-serve relative to our larger competitors who we believe have less flexible, legacy technology systems.

- **Corporate:** Our Corporate segment provides key services to our other business segments. Corporate (i) houses our control and support functions: finance, treasury, information technology (“IT”), risk, compliance, legal, human resources and executive management to support our operating segments; (ii) manages our resources, makes investment decisions and provides operational support to our other business segments and manages our funding requirements; and (iii) includes interest income that we receive from interest on in-house cash balances. The adjusted operating loss from our Corporate segment includes expenses related to costs of the functions that are not recovered by our other operating segments and corporate costs.

We believe the diverse services offered across our business are complementary to one another, and together they form a differentiated full-service solution for our clients. This ultimately increases client retention and provides opportunities to cross-sell our services. For example, existing Clearing clients may also have a need for specialized liquidity solutions, which we can provide both on an agency and principal basis through our Agency and Execution and Market Making businesses. Moreover, clients that cannot satisfy their hedging requirements through on-exchange instruments may have a need for bespoke hedging solutions, which we offer in our Hedging and Investment Solutions business.

A summary of our four core businesses is set forth in the table below as of December 31, 2023.

	 Clearing	 Agency & Execution	 Market Making	 Hedging and Investment Solutions
<b>Business Description</b>	<i>Acting as principal on behalf of our clients, providing access to 58 exchanges globally</i>	<i>Utilizing broad market connectivity to match buyers and sellers on an agency basis</i>	<i>Acting as principal to provide direct liquidity to our clients</i>	<i>Bespoke hedging solutions for commodity producers and consumers and investment solutions for asset managers</i>
<b>Revenue Model</b>	<ul style="list-style-type: none"> <li>• Commission per trade</li> <li>• Interest income</li> </ul>	<ul style="list-style-type: none"> <li>• Commission per trade</li> </ul>	<ul style="list-style-type: none"> <li>• Spread between buying and selling prices</li> </ul>	<ul style="list-style-type: none"> <li>• Return built into pricing</li> </ul>
<b>Risk Considerations</b>	<ul style="list-style-type: none"> <li>• Credit risk managed by holding client collateral and daily margin calls</li> </ul>	<ul style="list-style-type: none"> <li>• Lower risk service offering</li> <li>• Limited capital and liquidity requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Client-flow driven business with limited overnight exposure</li> <li>• Low average VaR (~\$2.5m)<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Market risk managed by hedging of underlying assets or liabilities</li> <li>• Credit risk managed beginning at onboarding with ongoing monitoring</li> </ul>
<b>% of Revenue<sup>2</sup></b>				
<b>Adj. Operating Profit Margin<sup>2</sup></b>				

<sup>1</sup> \$2.5 million represents daily average VaR for the period between January 2, 2023 and December 29, 2023. Please see “Management’s Discussion and Analysis of Financial Condition and Results of Operations – Quantitative and Qualitative Disclosures of Market Risks – Market Risk – Value-at-risk” for further information on how we calculate VaR.

<sup>2</sup> Excludes our Corporate segment.

Our well-invested and industry leading technology and support infrastructure underpin our growth and provide centralized back-office functions for our four core businesses. As of December 31, 2023, our control and support functions were comprised of approximately 900 full-time employees globally, who prudently manage risk in real-time and help us ensure regulatory compliance through our enterprise risk management framework. Our successful business profile enables us to attract high-quality talent to our control and support functions and helps us retain talent gained through acquisitions. Our proprietary technology portal, Neon, delivers a high-quality user experience to clients with access to our broad, multi-asset product offering and increases the productivity of our front-office staff. We continue to invest in these functions to reflect the scale of our global operations and ensure sustainable growth in the future. This also supports our organic and inorganic growth initiatives in a disciplined manner to ensure sustainable growth.

We are focused on creating long-term value through consistent revenue growth and margin expansion, and we have a track record of strong financial performance. By expanding our product offering and global reach, deepening relationships with clients and building scale, we have created a diversified and resilient business that grew profit after tax by a compound annual growth rate (“CAGR”) of 24% from 2014 to 2023 and Adjusted Operating Profit by a 34% CAGR during the same periods. This consistent growth has been achieved across a period of various market environments. Our strong cash flow profile also supports capital returns and opportunistic acquisition activity. We believe the strength of our financial performance provides unique differentiation and emphasizes our public company readiness.

From 2018 to 2023, we grew our number of active clients from approximately 1,800 to over 4,000 and average client assets from less than approximately \$1.0 billion to approximately \$13.0 billion. For the years ended December 31, 2023, 2022 and 2021, we generated revenue of \$1,244.6 million, \$711.1 million and \$541.5 million, respectively. Our revenue has grown at a CAGR of 52% from 2021 to 2023. For the same periods, we generated profit after tax of \$141.3 million, \$98.2 million and \$56.5 million, respectively, and Adjusted Operating Profit of \$230.0 million, \$121.7 million and \$79.6 million, respectively, with a profit margin of 11%, 14% and 10%, respectively, and an Adjusted Operating Profit Margin of 19%, 17% and 15%, respectively. For the years ended December 31, 2023, 2022 and 2021, we achieved a return on equity (calculated as profit after tax divided by average total equity, which is calculated as the average of total equity as of December 31 of the prior period, June 30 of the current period and December 31 of the current period) of 19%, 17% and 12%, respectively. This represents an expansion of over 700bps since 2021, with a large portion of the uplift driven by our acquisition of ED&F Man Capital Markets in 2022.

Headquartered in London, we operate across Europe and the Americas and have a growing presence in the Middle East and APAC regions. We have more than 35 offices worldwide and approximately 2,000 employees as of December 31, 2023.

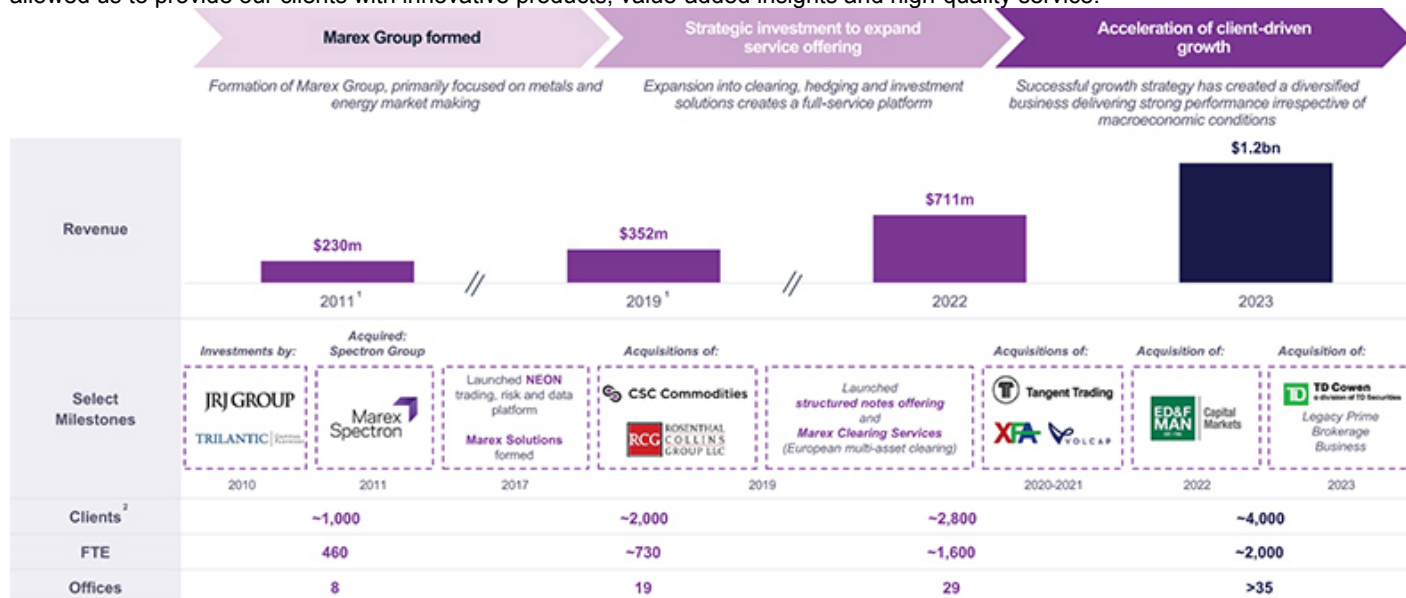
### **Our History**

Established in 2005, the transformation of our business has accelerated over the last several years, beginning with the majority acquisition by a group of investors advised by JRJ Ventures LLP in 2010.

Since then, we have expanded into new products and geographies through investments in new business divisions and hiring talented people, and undertaking several strategic acquisitions. In doing so, we grew our client base, deepened our relationships with clients and diversified our business. In the fourth quarter of 2022, we acquired the global clearing and agency and execution business of ED&F Man Capital Markets. This acquisition significantly enhanced our geographic presence and

market position in the Americas, APAC and the Middle East, increased our position in the financial securities asset class and provided a platform for further expansion. In December 2023, we acquired Cowen’s legacy prime brokerage and outsourced trading business, which we expect to further expand and diversify our product offering in financial securities and our U.S. client base.

Throughout our evolution, we have added and retained high quality talent, which we believe is our greatest resource and has allowed us to provide our clients with innovative products, value-added insights and high-quality service.



<sup>1</sup> This information is based upon information that was prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and in accordance with the requirements of the Companies Act 2006.

<sup>2</sup> Number of clients for the years ended December 31, 2011 includes the total number of clients. For the years ended December 31, 2019, 2022 and 2023, number of clients includes active clients who have generated more than \$5,000 in revenue for us in that year.

We have a track record of delivering sustainable growth across both strong and weak macroeconomic environments, having grown our profit after tax by a CAGR of 24% from 2014 to 2023 and Adjusted Operating Profit by a 34% CAGR over the same period.

### Our Market Opportunity

We operate in a highly attractive market environment that we believe is supportive of our future growth. We believe our markets are large, growing and highly fragmented with declining competitive intensity.

We provide critical services to our clients by connecting them to global exchanges and providing a range of execution services. We believe that we provide a comprehensive range of asset classes, product coverage and exchange connectivity through our service offering.

A comparison of our service offerings and those of our key competitors is set forth in the table below.

**Marex's Primary Competitors by Core Businesses<sup>1</sup>**

	Clearing	Market Making	Agency and Execution	Hedging and Investment Solutions
<b>MAREX</b>	✓	✓	✓	✓
<b>FCMs and Brokerage</b>				
Clarkson PLC			✓	
RJO'Brien	✓		✓	
StoneX	✓	✓	✓	✓ No structured notes business
<b>Inter-dealer Brokers</b>				
bgc			✓	
TPICAP			✓ Focused on financial markets	
Tradition			✓	✓ Distribution only
<b>Market Makers</b>				
VIRTU FINANCIAL		✓	✓	
<b>Exchanges</b>				
CME Group	✓		✓	
ICE	✓		✓	
<b>Investment Banks</b>				
Investment Banks	Largely Pulling back	✓		✓

<sup>1</sup> Represents management's view of core competitors by our core businesses. A check mark is indicative of the core competitors that we believe have a presence within the given core business and does not consider any quantitative measure of revenue, market share or trading volumes as a criteria. A competitor's presence within a core business was determined through our review of public information, including SEC filings, annual reports, company websites and/or marketing materials and our management's knowledge of our competitive landscape. The competitors listed above are not meant to represent a complete list of firms that compete with our various core businesses.

We have strong positions in our core markets across several asset classes, which include: metals, agriculture and energy within our Market Making business; metals, agriculture, energy and financial futures and options within our Clearing and Hedging and Investment Solutions businesses; and energy and securities within our Agency and Execution business.

Our market positions in each of metals, agriculture and energy for the year ended December 31, 2023 were as follows:

Metals (approximately 10%)

- 10% total market share on the LME

Agriculture (approximately 10%)

- 13% of the cocoa options market
- 8% of the coffee options market
- 7% of the sugar options market

Energy (approximately 20%)

- 24% of the total European power market

- 14% of the European gas market
- 24% of the European fuel market

We calculated our market shares above by taking publicly available data for each of the following asset classes for the same period:

- for metals, the LME base metals market share reports for the total metals market volume,
- for energy, the London Energy Broking Association reports on each particular market's volumes and
- for agriculture, ICE and IFLX reports for agriculture for each of cocoa, coffee and sugar market's volumes,

divided by the total volumes we traded on the exchange for each asset class during the year ended December 31, 2023.

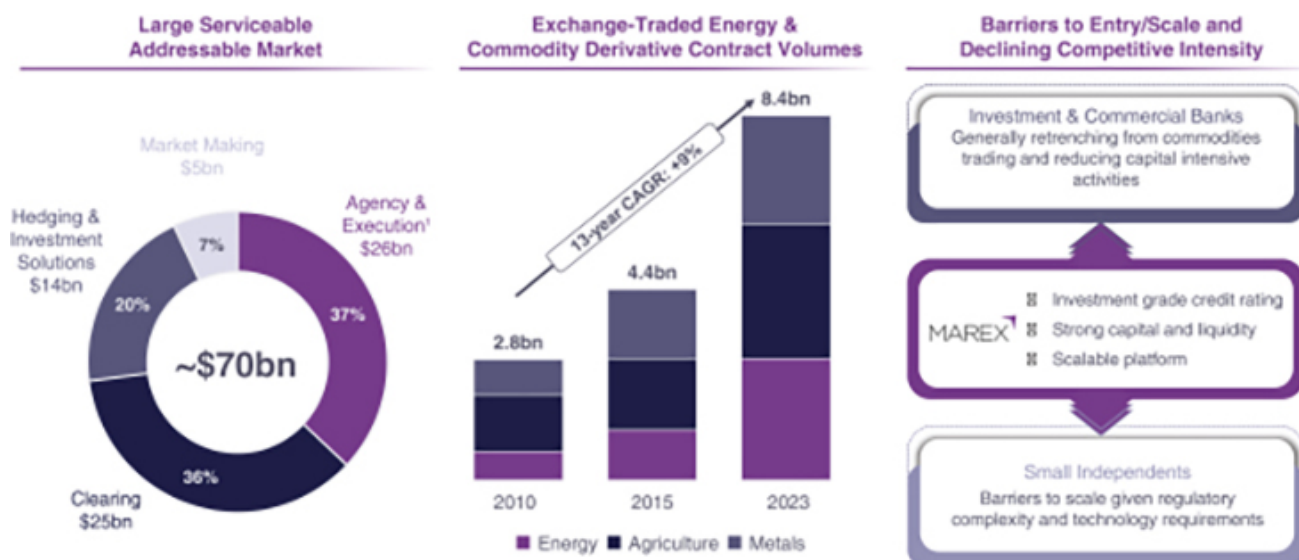
### **Market Size and Growth**

We estimate the serviceable addressable market by revenue for our services to be approximately \$70 billion per annum. We calculated our total addressable market by using publicly available data for each of our four core businesses, where available. Below is a summary of our calculations for our estimated market share for each of our core businesses as of December 31, 2023.

- Clearing: Comparing our margin balances to the total margin balances for our primary exchanges as derived from publicly available data from the FIA.
- Agency and Execution:
  - Financial securities: Total market size derived from a combination of publicly available revenue reported by our key competitors and publicly available market volumes in financial execution, with our market share calculated by dividing either our volumes or our revenue from each business by the total estimated market size.
  - Energy: Total market size estimated by multiplying our market share, based on externally available market data where available or management estimates, multiplied by our revenue from those products.
- Market Making: We divide our revenue generated by this segment's market share data for each of metals, agriculture and the energy markets, as well as small cap equities market size using publicly available traded equities volumes on the LSE.
- Hedging and Investment Solutions: Total market size is based on implied market share of structured notes market and risk management solutions for mid-sized companies with international exposures multiplied by our revenue in the period.

The growth in our total addressable market is also derived from a combination of underlying market growth and recent acquisitions, which have increased our product coverage and geographic footprint and expanded our market access. Volumes in our core exchange-traded and commodity derivative markets grew at a 9% CAGR between 2010 and 2023, according to FIA data. Population growth and globalization are increasing demand for energy and commodities generally, and will likely drive prices higher over the long term, combined with periods of geopolitical or economic instability, which cause increased volatility and, in turn, will drive higher demand for our market making and hedging services. Separately, we believe that increased demand for cleared products following the 2008 global financial crisis presents a tailwind for the addressable market of our Clearing business.

Based on our calculations as described above, we believe we had an approximately 2% share of the total addressable market, which we believe provides significant opportunities for future growth in all of our service areas as we continue to expand our geographic footprint and asset class coverage.



Sources: Management estimates based on calculations described above, Bloomberg, BIS and FIA Data.

<sup>1</sup> Includes management estimates based on publicly available data for peers. Peer data may not be directly comparable.

**Changing Competitive Dynamics**

Increasing levels of regulation and evolving technology requirements have reduced the competitive intensity in our markets. Sub-scale financial services providers have struggled to compete, and commercial and investment banks have been exiting businesses that are seen as not profitable enough to justify continued investment. This has led participants in our markets to seek new service providers where they may no longer be served by their current counterparts.

This reduced competitive intensity creates a significant opportunity for us to grow our client base and increase market share with underserved clients. These dynamics also provide a substantial opportunity for consolidation through acquisitions in what remains a highly fragmented market and increase the attraction for smaller operators to become part of an international group like ours.

**Increasing Complexity of Financial Markets and Regulation**

Reforms to the commodities and financial market regulatory landscape have increased costs and barriers to entry. These include capital requirements regulations, increased compliance and reporting obligations as well as increased operational requirements relating to IT systems and exchange memberships. The burden and complexity of regulatory compliance across jurisdictions makes it difficult for competitors to offer broad, global solutions.

Clients in our markets are seeking to transact with well-capitalized counterparts who have good regulatory standing and a broad product offering across multiple jurisdictions. We believe our prudent capital and liquidity position, investment grade credit ratings and strong regulatory track record are key advantages.

**Energy Transition and Sustainability Initiatives**

The global economy is making a fundamental transition towards net-zero for greenhouse gas emissions. This transition requires a shift in capital flows and investment away from high-carbon



industries and activities into the low-carbon future. We work closely with industry-leading partners to facilitate this capital reallocation.

In Agency and Execution, our Environmental team connects clients to the environmental markets that facilitate the value transfer needed to support the transition to net-zero greenhouse gas emissions. We provide price discovery and price transparency in these highly fragmented markets. Our extensive coverage of clean energy, recycled materials and carbon management includes compliance-driven and voluntary markets.

We provide clearing, liquidity and hedging services in biofuels, electric and hydrogen power, recycled metals, carbon emissions and U.S. and E.U. compliance carbon markets. Our team specializes in large volume transactions and facilitates spot and long-term contracts for institutional renewable energy generators.

We have continued to grow our revenue from environmental products from \$21.9 million for the year ended December 31, 2021 to \$46.7 million for the year ended December 31, 2023.

### ***Electronification of Trading and Evolution of Technology***

Advances in technology have transformed certain markets in the last decade. These advances include increased digitization, greater use of data analytics and a greater reliance on electronic trading platforms.

Technology underpins order management, order routing, processing, market data, risk management and market surveillance operations. Effective technology is therefore a key part of the value proposition for market participants.

These rapidly evolving technological requirements make it increasingly difficult to compete effectively in our market. Smaller operators lack sufficient resources to invest in technology and compliance systems while many larger operators are burdened with legacy technology systems that prevent them from serving smaller clients profitably and responding effectively to changing customer demand. We believe our proprietary technology enhances the client experience and enables trading at scale with a low marginal cost of processing each additional trade, providing opportunities for profit growth.

As certain markets shifted to trade electronically instead of over the phone, we responded by providing electronic execution capabilities. Electronic execution now represents a substantial part of our executed volume. However, unlike other asset classes such as equities, there remains significant demand in global energy and commodities markets for high-touch execution. Furthermore, the energy and commodity derivative markets have historically been slower to electronify than financial markets due to a less homogenous product mix. This creates a level of complexity requiring personal interaction. We operate a hybrid execution model, which allows clients to interact in any way they desire, providing us with coverage of the entire addressable market and positioning us to succeed regardless of electronification trends within a single asset class.

### ***Product Innovation***

In general, the number of contracts available for trading on exchanges has grown significantly in recent years. Examples of innovation in exchange-traded contracts include the standardization of OTC products to bring them on-exchange or offering new, smaller versions of exchange-traded products,

which make them available to a larger group of investors. In addition, electronic trading makes product innovation less expensive, as lower costs result in fewer contracts that must be traded to recoup startup costs. Additionally, the availability and usage of bespoke hedging contracts have increased significantly. These changes have contributed to bringing more participants and activity to the market while supporting underlying market growth.

We believe that we are well positioned to continue to innovate and provide solutions that continue to satisfy the needs of our clients and meet changing market demands and evolving regulatory standards.

### Our Competitive Strengths

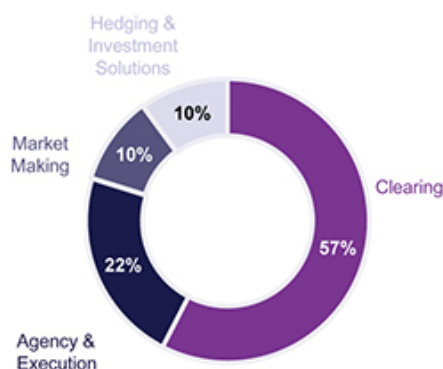
We believe the following strengths are central to our business model and our leading market position:

#### **Diversified and Resilient Business Model**

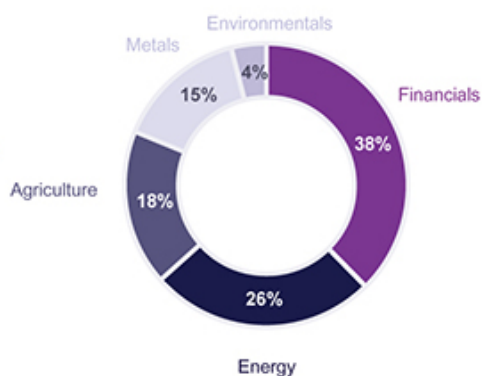
Our activities are diversified across services, geographies and asset classes, which creates a resilient business. We have leading positions across several services through the trading value chain, including clearing, agency brokerage and execution, market making and hedging and investment solutions. We also operate these services across a diverse range of commodity and securities markets, including equities, fixed income, energy, agriculture and metals. This allows us to meet the needs of a diverse client base of over 4,000 active clients across Europe, the United States and APAC, including blue-chip commodities consumers and producers and large global financial institutions, as of December 31, 2023. We also serve our clients in a variety of ways, acting as agent, principal and clearer. We believe the services we provide are essential to these market participants, the majority of which are producers or consumers of commodities that have a need to trade to manage their business risk, regardless of market conditions.

Our financial performance and diversity across core businesses, asset classes and geographies for the year ended December 31, 2023 is set forth below.

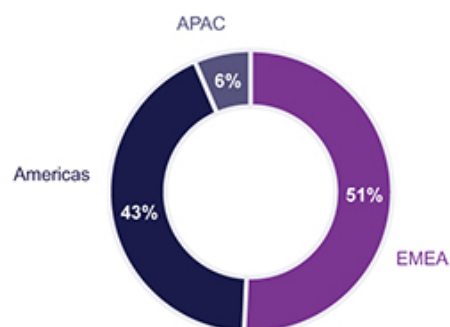
**Adjusted Operating Profit by Core Business<sup>1</sup>**



**Revenue by Asset Class<sup>2</sup>**



**Adjusted Operating Profit by Geography<sup>3</sup>**



<sup>1</sup> Excludes our Corporate segment.

<sup>2</sup> Represents revenue by underlying asset class in each transaction.

<sup>3</sup> In presenting geographical information by country (the United Kingdom, the United States and Rest of World), as presented in note 6 of our consolidated financial statements for the year ended December 31, 2023 included elsewhere in this prospectus, revenue is based on the geographic location of the legal entity where the revenue is recorded. In presenting geographical information by region in the above, revenue is based on the geographical location of the desks that generated the revenue.

Our diversity by business segment, asset class and geography reinforces our competitive advantage. This enables us to cross-sell services across our client base, provide global solutions and focus on areas of our market strength at different points in time. This underpins the resilience in our financial performance, as demonstrated through nine consecutive years of profit after tax and Adjusted Operating Profit growth from 2014 to 2023 through various market environments. In addition, the volatility of our results has declined, as evidenced by the increase in the Sharpe ratio from 1.8 in 2021 to 2.8 in 2022 and 3.6 in 2023 and the increase in the Adjusted Sharpe ratio from 2.2 in 2021 to 4.1 in 2022 and 4.3 in 2023.

### **Highly Scalable Platform Supporting Growth**

The strength of our business model is built on our highly scalable platform of technology, clients, people and commitment to client services, which we believe enables us to deliver sustainable long-term growth. Our growth is underpinned by four key areas of platform strength:

- **Scalable technology and support infrastructure:** Our technology platform and operational setup is reliable and scalable. Our modern infrastructure is capable of processing volumes and activity in excess of historical levels with limited required headcount growth. We have a track record of strong growth in transaction volume, with the number of trades executed having grown at a CAGR of 80% from 2021 to 2023. Further, additional clients can be served and volumes processed at low marginal costs.

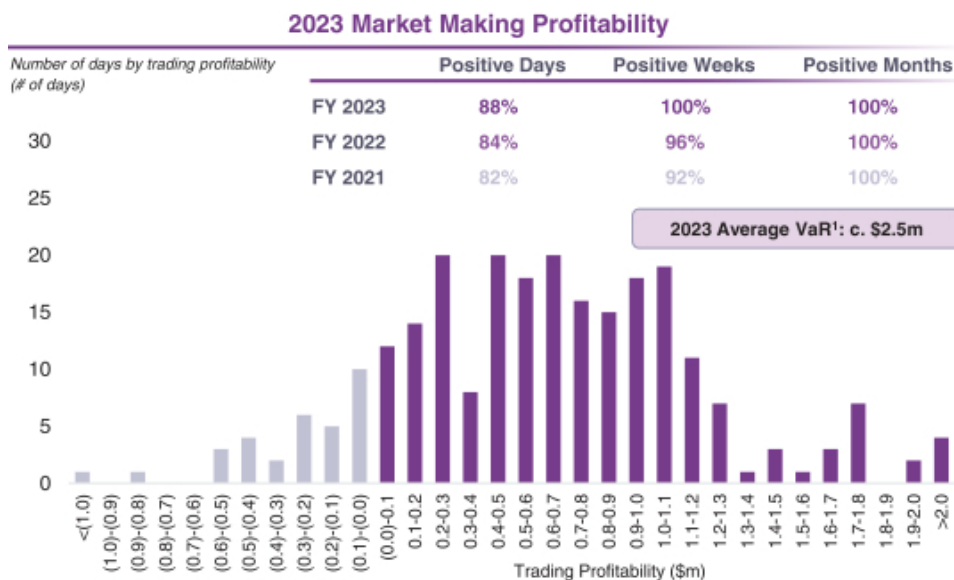
At the heart of our operations is our Neon client platform. Developed in-house, Neon enables a high-quality user experience providing clients with access to our full trade lifecycle and value-added services, driving increases in front-office productivity. Neon facilitates onboarding and allows clients to execute trades, monitor risk and access market insights.

- **Multi-asset, global presence:** As of December 31, 2023, we operated across a variety of asset classes, through more than 35 offices across Europe, the Middle East, and Africa (“EMEA”), the Americas and APAC. We connect to 58 exchanges worldwide and support client needs on a multi-asset, global, multi-currency basis. The strength of our technology and people supports the expansion of our business into new asset classes and geographies. For example, in the second half of 2023, we launched clearing capabilities on the Australian Stock Exchange (“ASX”) and Singapore Exchange (“SGX”) to increase our presence in the APAC region.
- **Experience of M&A integration:** We have developed and demonstrated an in-house capability to originate and efficiently integrate acquisitions into the Marex ecosystem and, in particular, into our technology platform and risk and control frameworks. All of our recent acquisitions have been promptly integrated, which we believe helps us maintain a consistent technology architecture, minimizes complexity and allows us to unlock greater value creation. Tactical acquisitions also contribute to our client network and diversity, further enhancing our ability to cross-sell.
- **Ability to support our growing client base:** Our platform can manage and support a large and growing number of clients. This provides access to deep pools of liquidity, which enhances trade execution quality, and also provides the opportunity to offer multiple services to a diverse client base. As our existing clients grow, their demand for our services increases, which, in turn, drives our growth. We believe this virtuous circle benefits our clients and supports our continued revenue growth. For example, we have innovated in products such as environmental and recycled metals to match increasing client demand to achieve sustainability. To assess our front-office productivity, we track revenue per front-office FTE, which reached \$1.2 million in 2023, up from \$1.0 million in 2022 and \$0.9 million in 2021, which represents a 15% CAGR from 2021 to 2023. Similarly, we have increased productivity in regards to our control and support employees within our Corporate segment, with approximately 966,000 contracts cleared per control and support FTE in 2023, representing a CAGR of 30% from 2021 to 2023.

**Client-Driven Business Model and Prudent Approach to Capital and Liquidity Management**

We operate a prudent business model, supported by a robust risk management infrastructure and a large team of seasoned risk professionals.

For example, our Market Making business is client driven. We do not take directional views on prices or indices and carry limited overnight market risk exposure. Our trading has been consistently profitable historically, with 88% positive days, 100% positive weeks and 100% positive months in the year ended December 31, 2023; 84% positive days, 96% positive weeks and 100% positive months for the year ended December 31, 2022; and 82% positive days, 92% positive weeks and 100% positive months in the year ended December 31, 2021. Our average VaR was approximately \$2.5 million for the year ended December 31, 2023.



- The Marex VaR model is based on a Monte Carlo simulation technique that incorporates the following features: 5,000 simulations using a variance covariance matrix; simulations generated using geometric Brownian motion and an exceptional decay factor is applied across an estimation period of 250 days. VaR is calculated to a one-day 99.75% one-tail confidence interval. VaR is reflective of risk in the Market Making segment.

In our Clearing business, we have a successful track record of managing credit risk, with limited commitments to extend credit to clients and close monitoring of client accounts and positions. Actual realized credit losses have historically been modest with \$0.6 million, \$2.8 million, \$0.9 million, \$1.1 million and \$1.0 million recognized in the years ended December 31, 2019 to 2023, respectively, with realized losses representing approximately 0.1% in the year ended December 31, 2023, 0.2% of revenue in each of 2019, 2021 and 2022 and approximately 0.7% of revenue in 2020.

We are focused on maintaining a prudent approach to capital and liquidity management, which is reflected in our investment grade credit ratings. We hold significant excess capital to support these ratings, with total capital ratios of 231%, 266% and 164% for the years ended December 31, 2023, 2022 and 2021, and liquidity headroom of \$739 million as of December 31, 2023, which grew 164% since 2021. See “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources.”

### **Strong Track Record of Organic Growth, Combined with Successful Acquisitions**

Our growth has primarily been organic. Our organic growth has been supported by:

- opening new offices to expand our geographic footprint and increase front-office headcount to broaden our distribution network;
- deepening expertise in adjacent product areas;
- cross-selling additional services to existing clients; and
- growth in client balances and rising interest rates.

Our revenue grew at a CAGR of 52% from 2021 to 2023, and our revenue organic growth grew at a CAGR of 24% over the same period. Our revenue grew from \$541.0 million for the year ended December 31, 2021 to \$711.1 million for the year ended December 31, 2022, and of this growth, 68%, or \$115.0 million, was attributable to organic growth and 32%, or \$55.0 million, was attributable to acquisition-related growth. Our revenue then grew from \$711.1 million for the year ended December 31, 2022 to \$1,244.6 million for the year ended December 31, 2023, of which 32%, or \$170.0 million, was attributable to organic growth and 68%, or \$363.0 million, was attributable to acquisition-related growth.

Our profit after tax grew at a CAGR of 58% from 2021 to 2023, and our profit after tax attributable to our organic growth grew at a CAGR of 30% over the same period. Our profit after tax grew from \$56.5 million for the year ended December 31, 2021 to \$98.2 million for the year ended December 31, 2022, and of this growth, 85%, or \$35.8 million, was attributable to organic growth and 14%, or \$5.9 million, was attributable to acquisition-related growth. Our profit after tax then grew from \$98.2 million for the year ended December 31, 2022 to \$141.3 million for the year ended December 31, 2023, of which 20%, or \$8.4 million, was attributable to organic growth and 81%, or \$34.7 million, was attributable to acquisition-related growth.

Our Adjusted Operating Profit grew at a CAGR of 70% from 2021 to 2023, and our Adjusted Operating Profit attributable to our organic growth grew at a CAGR of 48% over the same period. Our Adjusted Operating Profit grew from \$79.6 million for the year ended December 31, 2021 to \$121.7 million for the year ended December 31, 2022, and of this growth, 83%, or \$34.9 million, was attributable to organic growth and 17%, or \$7.3 million, was attributable to acquisition-related growth. Our Adjusted Operating Profit then grew from \$121.7 million for the year ended December 31, 2022 to \$230.0 million for the year ended December 31, 2023, of which 55%, or \$59.1 million, was attributable to organic growth and 66%, or \$49.2 million, was attributable to acquisition-related growth. Please see *“Management’s Discussion and Analysis of Financial Information – Non-IFRS Measures – Organic Growth”* for further information regarding how we define and calculate revenue organic growth, profit after tax organic growth and Adjusted Operating Profit organic growth and for a reconciliation of our Adjusted Operating Profit attributable to organic growth to the nearest IFRS measure.

Historically, we have delivered growth through various environments of GDP, interest rates and other macroeconomic conditions. We believe our core channels of structural growth will enable us to continue this trajectory.

In addition, we have a successful track record of accretive acquisitions, which has allowed us to accelerate our entrance into new product areas and geographies. Our strategic M&A framework broadly includes two approaches: bolt-on acquisitions and large transformational opportunities. We aim

to fully integrate our acquisitions into our platform to leverage existing client relationships and shared infrastructure, and, thus, achieve revenue and cost synergies. With the successful delivery of synergies, we have, on average, grown revenue by 38% and profitability by more than 100% in the first-year post-acquisition, based on comparing revenue and Adjusted Operating Profit for the twelve months pre-acquisition to the twelve months post-acquisition with respect to 11 acquisitions that were completed between January 2019 and February 2023. This also reflects weighted averages for revenue and Adjusted Operating Profit.

***Experienced and Committed Management Team and a Deep Bench of Talent Powering the Business***

Our focus and decades of experience have enabled us to accumulate the knowledge and capabilities needed to serve complex, dynamic and highly regulated markets. Our management team is comprised of executives with an average of over 24 years of relevant industry experience, with diverse backgrounds and deep expertise. They have delivered a solid track record for our business through a variety of market environments and are committed to a clear growth strategy.

**Our Growth Strategy**

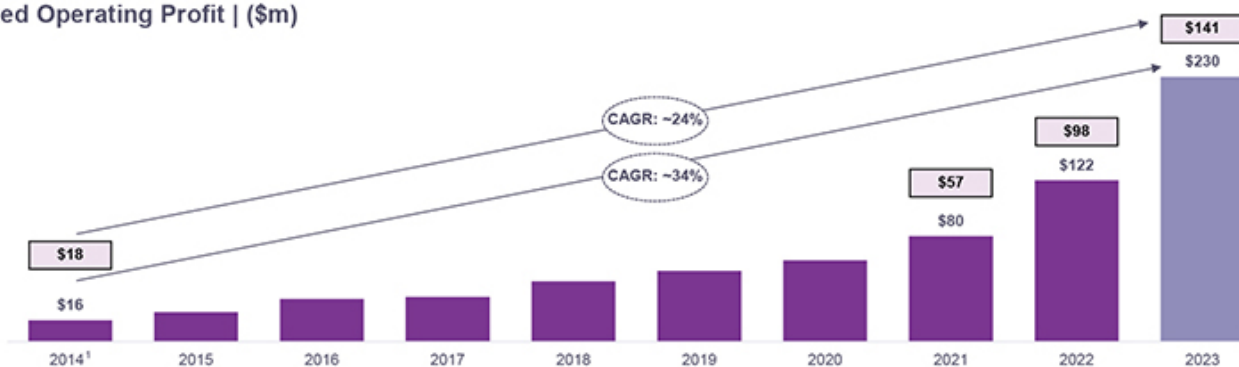
Our growth strategy is to continue to build our diversified global platform and increase our capabilities to connect clients to markets in new ways, adding new clients, products and geographies. We have a track record of delivering sustainable growth across both strong and weak macroeconomic environments, having grown our profit after tax by a CAGR of 24% from 2014 to 2023 and Adjusted Operating Profit by a 34% CAGR over the same periods. We have developed a scalable platform to support growth and deliver high-quality service to our clients. As our platform grows, we believe opportunities for further expansion in adjacent products and regions, both organic and inorganic, will become increasingly available. We believe past investments made across our segments can support future growth that is structural and not reliant on a favorable market environment.

Our growth is underpinned by investments in technology, prudent risk management and strong capital and liquidity to support our investment grade credit ratings. We have demonstrated a disciplined approach to growth and margin expansion by consistently investing in technology and enhancing our control and support function to accommodate increases in our front-office staff and global client base.

A summary of our historical growth is set forth below.

**Profit After Tax (\$m)**

**Adjusted Operating Profit | (\$m)**



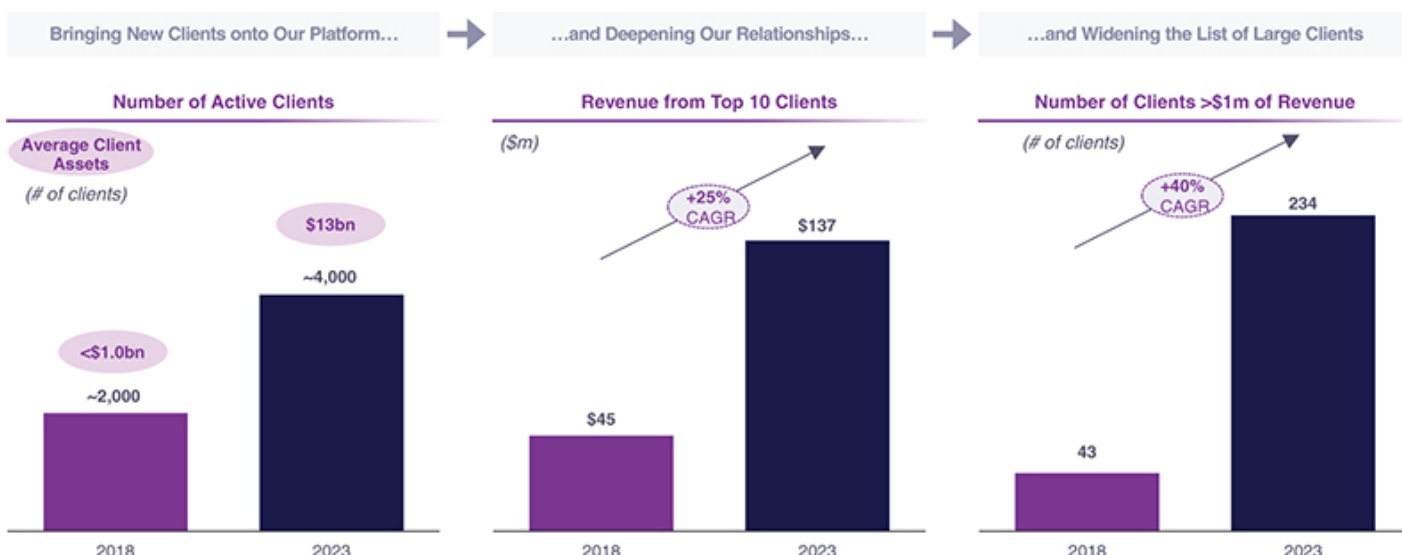
GDP Growth (OECD)	2.2%	2.6%	1.9%	2.7%	2.4%	1.7%	(4.3%)	5.8%	2.9%	1.6% <sup>2</sup>
Fed Funds Rate (%) <sup>3</sup>	0.1%	0.1%	0.4%	1.0%	1.8%	2.2%	0.4%	0.1%	1.7%	5.0%
VIX (Volatility) <sup>3</sup>	14	17	16	11	17	15	29	20	26	17
Bloomberg Commodity Price Index <sup>3</sup>	127	94	83	85	86	79	70	93	119	105

- 1 This information is based upon information that was prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and in accordance with the requirements of the Companies Act 2006.
- 2 Represents OECD 2023 full-year forecast as of November 29, 2023. OECD Economic Outlook 114.
- 3 Values represent average values over the respective time period. VIX is the ticker symbol and popular name for the Chicago Board Options Exchange's CBOE Volatility Index.

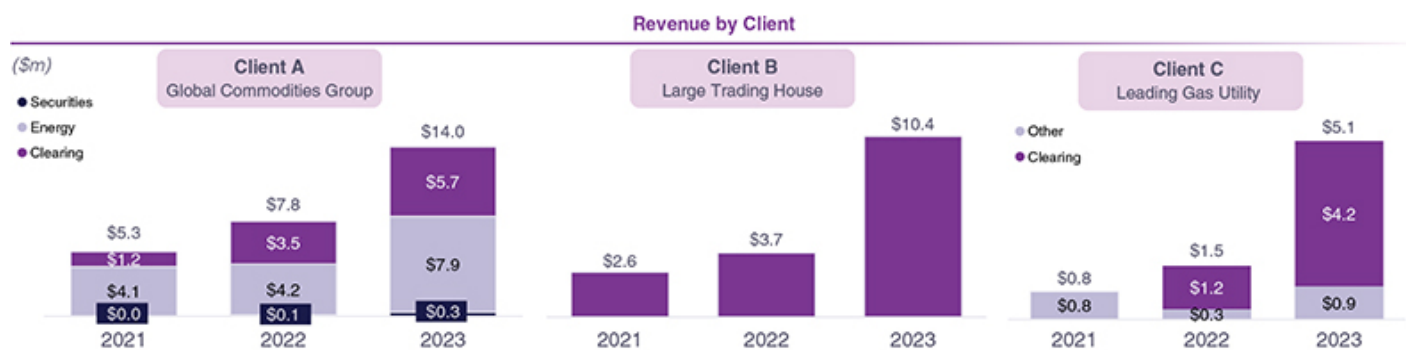
We seek to continue our growth trajectory through market share expansion across our different businesses by executing on the following strategies:

**Growth from Expansion of Client Footprint**

We had over 4,000 active clients on our platform as of December 31, 2023. We have also grown average client assets from less than approximately \$1.0 billion as of December 31, 2018 to approximately \$13.0 billion as of December 31, 2023. A key element of our growth strategy is to leverage our full service offering to deepen our client relationships and increase revenue generated from our new and existing clients. We have a track record of cross-selling additional services to clients, such as introducing clearing or hedging solutions to existing Market Making clients. Our management reviews the revenue generated from our top clients periodically to track progress in this area and believes that this cross-selling has strengthened our client relationships, attracted more assets to our platform and ultimately increased client profitability. For the year ended December 31, 2023, 51% of our clients used more than one of our products, and in the same year, these clients generated, on average, 3.5 times more revenue than those who only used one product. Additionally, from 2018 to 2023, the number of clients generating more than \$1 million in revenue has grown from 43 to 234, which represents 40% growth per annum over the period. We have also grown the size of our relationships with our largest clients by cross-selling and offering new services. Our top 10 largest clients generated \$137 million in commission revenue in 2023, up from \$61 million in 2022 and \$45 million in 2018, as we have been successful in growing our largest client relationships. However, we continue to have relatively low concentration within our revenue, with these clients contributing approximately 10% of our revenue in 2023 and 2022, as we continue to grow our client base and increase revenue generated from our smaller clients. We believe there is a significant opportunity to cross-sell additional services to existing clients, especially for newer clients.



The client case studies below are a selected sample that demonstrates how certain of our larger clients have used more of our services over the relevant period and therefore deepened their relationship with us. We define “larger clients” as clients who are in our top 100 clients based on revenue.



- Large global commodities group
- Increased volumes transacted and added Agriculture and Metals to the existing services: Energy, Securities, and Market Data
- Revenue more than doubled in four years
- Large global cross-asset trading business
- Increased services, adding Agriculture and Market Data to Energy, Metals, Securities, and Clearing
- Extended relationship with large energy supplier by expanding our offering to include Clearing
- Onboarded in the second half of 2022, growing to over \$5 million by 2023

### Extend Geographic Coverage of Our Offering

As of December 31, 2023, we had more than 35 offices across EMEA, the Americas and APAC and provide connectivity to 58 exchanges globally.

We achieved our extensive global presence through both organic growth and strategic acquisitions, such as our recent acquisition of ED&F Man Capital Markets, which significantly increased our U.S. presence. The acquisition of ED&F Man Capital Markets also significantly increased our clearing capabilities in the United States and increased our client assets, which we were able to successfully monetize in the current higher interest rate environment. More recently, following our acquisition of Cowen’s legacy prime brokerage and outsourced trading business, we expect to further expand and diversify our product offering in financial securities and our U.S. client base.

We have identified significant opportunities for growth in the securities and commodities markets in the United States, including developing our prime brokerage, outsourced trading and equity clearing




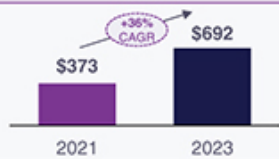
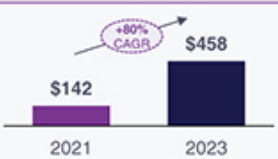
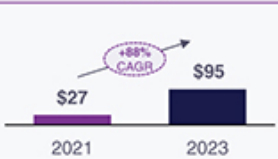


capabilities in the financial securities markets and the potential to issue structured products in the United States. In commodities, we see opportunities to increase our presence in power, recycled and other metals markets and intend to achieve growth in the emissions markets as we support our clients with their sustainability ambitions.

In the broader Americas region, we believe there is a substantial opportunity to expand our presence by increasing our offering in energy and hiring across oil and gas and power products in our Clearing and Agency and Execution businesses.

In APAC, we seek to capitalize on numerous structural growth opportunities, including the globalization of gas, the growth of the petrochemicals market and the opening of Chinese liquefied natural gas imports through our Market Making and Agency and Execution businesses. We are currently expanding our Clearing offering in APAC and recognize that there are significant future growth opportunities in that region. There is also an opportunity to further establish our Hedging and Investment Solutions business in APAC. Specifically, we intend to expand our financial and corporate client base in Southeast Asia, build our presence in Australia, mainland China and Japan and increase our exchange memberships to expand access for our clients (building on our recent ASX and SGX memberships).

Following the acquisition of ED&F Man Capital Markets, we also gained access to the markets in the Middle East through ED&F Man Capital Markets' operations in Dubai. We believe there is an opportunity to expand our service offering in energy and financial markets and capitalize on the growth in environmentals in this region.

	 <b>EMEA</b>	 <b>Americas</b>	 <b>APAC</b>
<b>Current Scale<sup>1</sup></b> (2021-2023 Revenue \$m)			
<b>% of 2023 Revenue</b>	55%	37%	8%
<b>Key Focus Areas</b>	<ul style="list-style-type: none"> <li>• Build out footprint in the Middle East</li> <li>• Significant opportunities in Energy and Environmentals markets</li> <li>• Extend existing Clearing and Hedging and Investment Solutions capabilities</li> </ul>	<ul style="list-style-type: none"> <li>• Growth in Financial Securities</li> <li>• Fill product coverage gaps in Energy and Commodities</li> </ul>	<ul style="list-style-type: none"> <li>• Growth opportunities in Australia and China</li> <li>• Significant clearing opportunities through our ASX and SGX memberships</li> <li>• Margin improvement opportunity as we build scale</li> </ul>

<sup>1</sup> In presenting geographical information by country (the United Kingdom, the United States and Rest of World), as presented in note 6 of our consolidated financial statements for the year ended December 31, 2023, revenue is based on the geographic location of the legal entity where the revenue is recorded. In presenting geographical information by region in the above, revenue is based on the geographical location of the desks that generated the revenue.

**Expand Our Product Offering by Adding Adjacent Asset Classes**

Historically, we have made several organic and inorganic investments to establish a broad product offering across our different businesses. These investments include the launch of a U.K.-focused equities franchise in Market Making to cover AIM, the London Stock Exchange's growth market, small and mid-cap stocks and investment trusts in 2020. We believe our broad product offering is a competitive advantage.

We intend to further develop our product and asset class coverage and believe there are significant opportunities in Market Making, including expanding into light ends commodities (such as naphtha and gasoline) and developing our equities product set and bulk commodities (such as iron ore) and ferrous metals coverage.

We also believe there are significant opportunities to expand the product offering in our Clearing business in the Americas and grains offering in Europe, expanding the equities derivatives offering and targeting clients that we believe are under-served by banks. There are also opportunities to cross-sell from our Market Making business.

Within the Agency and Execution business, we believe there are opportunities to grow our shipping presence, build on our existing strength in biofuels and carbon credits and to achieve synergies with other business segments.

We believe there is a substantial opportunity to capitalize on environmental trends. As of December 31, 2023, we estimate the total addressable market for sustainable products to be approximately \$475 million per annum, comprised of 35% recycled metals, 58% carbon credits and 7% biofuels. Furthermore, the recycled metals market is forecast to continue growing at a rate of approximately 8% annually according to Maximize Market Research, and Shell/BCG reports that the carbon credits market is expected to continue growing at an annual rate of approximately 20%. We currently offer: emissions and biofuels and biogas products in all of our core businesses; renewable power in our Clearing, Market Making and Agency and Execution segments; and recycled metals in our Market Making segment. In addition to the environment-related products we currently offer, we believe there is a significant opportunity to develop bespoke “green” contracts, pairing carbon offsets with underlying commodities, as well as other sustainable product sets. Revenue derived from environmental products increased to \$46.7 million for the year ended December 31, 2023 from \$26.7 million and \$22.7 million for the years ended December 31, 2022 and 2021, respectively. We announced in July 2023 that we had acquired GMN, a recycled metals market maker based in Hong Kong. By investing to expand green product coverage, we believe that we are well positioned to support our clients in delivering on their sustainability commitments and transitioning to a low carbon economy.

The acquisition of ED&F Man Capital Markets significantly increased our Clearing capabilities, as well as financial securities, such as equities and fixed income, in Agency and Execution. Furthermore, our acquisition of the brokerage business of OTCex in February 2023 also expanded our capabilities in financial securities, particularly increasing our distribution in equities and fixed income in Europe and the Middle East. In the years ended December 31, 2023 and 2022, financial securities contributed revenue of \$345.4 million and \$100.3 million respectively, up from \$63.4 million in the year ended December 31, 2021. However, we believe there are still meaningful growth opportunities within financial products in the United States, the Middle East and APAC.

### ***Pursue Strategic Acquisitions***

While the majority of our growth in recent periods has been organic, acquisitions have been an important driver of our growth and enhanced our capabilities. M&A has enabled us to enter new markets and provided access to new clients. We will continue to selectively consider financially attractive inorganic opportunities that enhance our strategic positioning and increase our scale.

We believe we have a track record of acquiring businesses at attractive valuations and successfully integrating them. For example, through the acquisition of ED&F Man Capital Markets,

which was completed at a 0.8 times discount to book value, we increased our geographic exposure to the U.S. and APAC markets and added over 1,000 new clients. As a result, our client assets increased by 86% to \$14.9 billion as of December 31, 2022 from \$8.0 billion as of June 30, 2022, and the acquisition added to our capabilities within the financial securities markets.

A core tenet of our M&A strategy has been to fully integrate acquisitions. We invest substantial time and resources post-closing to integrate and streamline technology and support infrastructures (including risk and compliance) of an acquired company. We also identify opportunities to cross-sell the expanded set of products and services to our clients. In doing so, we benefit from increased scale, higher operating margins as redundant costs are eliminated, deeper relationships with clients and higher client profitability.

Another key aspect has been strong discipline on valuation. We believe there is a significant opportunity to acquire competitors at attractive valuations, and therefore continued expansion through acquisitions remains a key focus as a means to further diversify by product, asset class and geography.

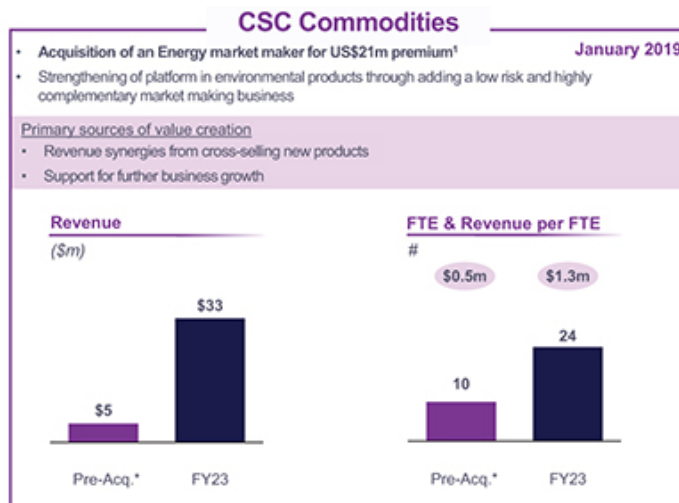
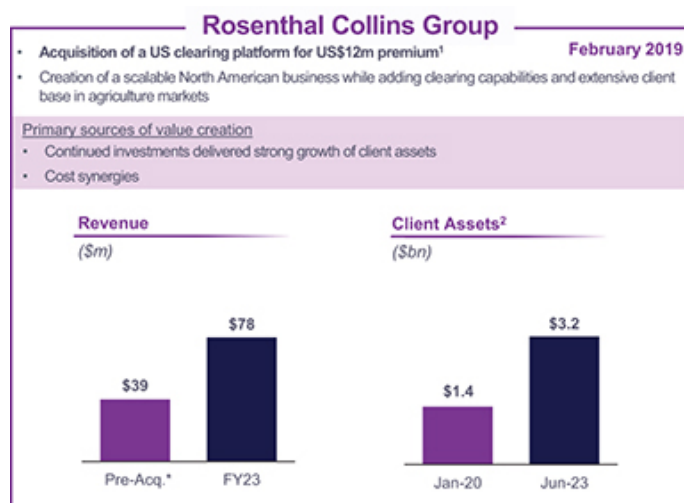
We have achieved high returns on acquired businesses historically as a function of our disciplined approach to valuation and our ability to grow client relationships of the acquired businesses. Due to cost synergies, these returns can be realized with our existing platform.

Based on our historical success in integrating acquisitions, we believe that we have become an acquirer of choice, which, combined with large market participants retrenching from the space, has led to a supportive market for smaller bolt-on M&A.

While M&A has added growth to our business, it has primarily been a channel for us to complement organic growth by adding clients, product capabilities and geographic coverage. Our strategic criteria for acquisitions include businesses that enhance our competitive positioning, complement our client proposition or geographic footprint and that have a strong cultural fit and compliance culture. We seek acquisitions on attractive financial terms, targeting payback of premium paid above net asset value (if any) in a reasonable time period.

Going forward, we will continue to look for smaller bolt-on acquisitions (which have historically been funded through retained cashflows, while maintaining an attractive dividend policy) at a pace consistent with our historical activity and evaluate larger transformative opportunities if they arise. We will seek to maintain discipline regarding our criteria of adding products, geographies and clients.

Certain information regarding our acquisitions of CSC Commodities UK Limited (“CSC”) and the business of Rosenthal Collins Group LLC (“RCG”) is set forth below.



\* Pre-Acquisition figures represent figures for the year ended December 31, 2018, which are based upon information that was prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and in accordance with the requirements of the Companies Act 2006.

1. Premium is the purchase price of the acquisition paid over the net asset value of the acquired business.

2. Reflects total client assets for respective months.

In December 2023, we acquired Cowen’s legacy prime brokerage and outsourced trading business. The acquired operations have been incorporated into the MCMI business in the United States, and we have retained them within the acquired Cowen entity, Cowen International Limited (which is now called Marex Prime Services Limited), in the United Kingdom. The acquisition of Cowen’s legacy prime brokerage and outsourced trading business is highly complementary to our existing capabilities in the financial markets, has further expanded our asset manager client base and supports our continued expansion into the United States. We also expect to achieve cost and revenue synergies from cross-selling to a new client base as a result of this acquisition.

### Recent Developments

In January 2024, we acquired Pinnacle Fuel LLC, which is a physical fuel oil brokerage based in New York, and we disposed of our U.S. clearing broker, Marex North America, LLC, following the integration of its business and MCMI.

On February 6, 2024, we paid an interim dividend of \$44.1 million to our shareholders.

### Corporate Information

Marex Group plc was incorporated under the laws of England and Wales in November 2005. We were established in 2005 with the incorporation of Marex Group Limited and its wholly owned subsidiary Marex Financial Limited (now Marex Financial). We later became Marex Spectron Group Limited, following our acquisition of Spectron Group Limited in 2011. Marex Spectron Group Limited re-registered as a public limited company in May 2021 and subsequently became Marex Group plc.

A description of the material terms of our amended and restated articles of association and ordinary shares as will be in effect following the consummation of this offering are described in the section entitled “*Description of Share Capital and Articles of Association.*”

Our principal executive office is located at 155 Bishopsgate, London, EC2M 3TQ, United Kingdom. The telephone number at this address is +44 2076 556000. Our website address is [www.marex.com](http://www.marex.com). The information contained on, or that can be accessed through, our website is not a part of, and shall not be incorporated by reference into, this prospectus. We have included our website address as an inactive textual reference only. Our agent for service of process in the United States is Marex Capital Markets Inc.

### **Summary of Risks Associated with Our Business**

Our business is subject to a number of risks of which you should be aware before making an investment decision. You should carefully consider all of the information set forth in this prospectus and, in particular, you should evaluate the specific factors set forth under the “*Risk Factors*” section of this prospectus in deciding whether to invest in our securities. Among these important risks are the following:

#### *Risks Relating to the Macroeconomic Environment*

- Our business is adversely affected by subdued commodity market activity or pricing levels, with low volatility and declines in commodity pricing levels reducing commissions, spreads and revenue;
- Russia’s military action in Ukraine has caused significant market volatility, affected global macroeconomic conditions and commodity prices and could lead to a substantial slowdown in the global economy. The risks to our business from the war in Ukraine may increase if the war is prolonged or escalates and could result in a period of market uncertainty with low trading volumes and market illiquidity; and
- Our results of operations and financial condition are directly impacted by interest rate levels, as we earn interest on the cash balances that we hold.

#### *Risks Relating to Our Business*

- Our clients and their related financial institutions may default on their obligations to us due to insolvency, operational failure or for other reasons, which could adversely affect our business, financial condition and results of operations;
- We are subject to a variety of regulatory, reputational and financial risks as a result of our international operations. Non-compliance with applicable regulatory regimes could result in significant financial and reputational damage;
- Software or systems failure, loss or disruption of data or data security failures could, among other things, limit our ability to conduct our operations and lead to a breach of regulations and contractual obligations;
- We are subject to risks related to OTC derivatives transactions due to the inability to adequately hedge our positions, limitations on our ability to modify contracts and the contractual protections that may be available to us; and

- We are subject to exposure to cryptocurrencies and potential losses and reputational impact from clients trading cryptocurrency derivatives. We may also be impacted by developing regulation of cryptocurrencies and related activities.

*Risks Relating to Our Financial Position*

- Changes in judgments, estimates and assumptions made by management in the application of our accounting policies may result in significant changes to our reported financial condition and results of operations; and
- We require financial liquidity to facilitate our day-to-day operations. Lack of sufficient liquidity could adversely impact our operations and limit our future growth potential.

*Risks Relating to Regulation*

- If we fail to comply with applicable law and regulation, we may be subject to enforcement or other action, forced to cease providing certain services or obliged to change the scope or nature of our operations; and
- We and our businesses are subject to regulation by the FCA in the United Kingdom, the CFTC, NFA, the SEC and FINRA in the United States, the AMF and ACPR in France, ASIC in Australia, the SCA and DFSA in Dubai, SFC in Hong Kong, MAS in Singapore, the Alberta Securities Commission in Canada, BaFIN in Germany, CMNV in Spain, the CMVM in Portugal, the CBI in Ireland, the Consob in Italy and other regulatory and self-regulatory organizations. Complying with relevant regulations may result in significant costs and expenses and adversely affect our business, financial condition and results of operations.

*Risks Relating to This Offering and Ownership of Our Ordinary Shares*

- We have identified material weaknesses in our internal control over financial reporting and may identify additional material weaknesses in the future or fail to maintain an effective system of internal control over financial reporting, which may result in material misstatements of our consolidated financial statements or cause us to fail to meet our periodic reporting obligations; and
- We will be a foreign private issuer, and, as a result, we will be subject to Securities Exchange Act of 1934, as amended (the "Exchange Act"), reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

**Implications of Being a "Foreign Private Issuer"**

Upon consummation of this offering, we will report under the Exchange Act as a non-U.S. company with foreign private issuer status. As long as we qualify as a foreign private issuer under the Exchange Act, we will be exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including:

- the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their stock ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and

- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specific information, or current reports on Form 8-K, upon the occurrence of specified significant events.

Foreign private issuers are also exempt from certain more stringent executive compensation disclosure rules. We may take advantage of these exemptions until such time as we no longer qualify as a foreign private issuer. In order to maintain our current status as a foreign private issuer, either a majority of our outstanding voting securities must be directly or indirectly held of record by non-residents of the United States, or, if a majority of our outstanding voting securities are directly or indirectly held of record by U.S. residents, then a majority of our executive officers or directors may not be U.S. citizens or residents, more than 50% of our assets cannot be located in the United States or our business must be administered principally outside the United States.

We have taken advantage of certain of these reduced reporting and other requirements in this prospectus. Accordingly, the information contained herein may be different from the information you receive from other public companies in which you hold equity securities. See *“Risk Factors—Risks Relating to this Offering and Ownership of Our Ordinary Shares—We will be a foreign private issuer, and, as a result, we will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.”*

In addition, as a foreign private issuer we intend to rely on and comply with certain home country governance requirements and exemptions thereunder rather than complying with Nasdaq corporate governance standards. See *“Risk Factors—Risks Relating to this Offering and Ownership of Our Ordinary Shares—As we are a foreign private issuer, we are permitted to, and we intend to, rely on exemptions from certain Nasdaq corporate governance requirements, and therefore, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements”* and *“Management—Foreign Private Issuer Status.”*

## THE OFFERING

Ordinary shares offered by us	ordinary shares.
Ordinary shares offered by the Selling Shareholders	ordinary shares.
Ordinary shares to be outstanding after this offering	ordinary shares ( ordinary shares if the underwriters exercise their option to purchase additional ordinary shares from us and the Selling Shareholders in full), after giving effect to: (i) the conversion of our outstanding Growth Options into Growth Shares in connection with and prior to the consummation of this offering, (ii) the conversion of our outstanding Growth Shares into non-voting ordinary shares in connection with and prior to the consummation of this offering, assuming an initial public offering price of \$ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, (iii) the exercise of a warrant into non-voting ordinary shares in connection with and prior to the consummation of this offering, (iv) the reclassification of all of our non-voting ordinary shares into ordinary shares on a one-for-one basis in connection with and prior to the consummation of this offering and (v) the issuance of additional ordinary shares to former holders of Growth Shares to satisfy the dividend adjustment.
Option to purchase additional ordinary shares	We and the Selling Shareholders have granted the underwriters an option to purchase up to additional ordinary shares from us and an additional ordinary shares from the Selling Shareholders, in each case, at the initial public offering price less underwriting discounts and commissions, within 30 days of the date of this prospectus.
Use of proceeds	We estimate that the net proceeds to us from this offering will be approximately \$ million (or \$ million if the underwriters exercise their option to purchase additional ordinary shares from us in full), assuming an initial public offering price of \$ per ordinary share which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. We will not receive any proceeds from the sale of ordinary shares by the Selling Shareholders.



We intend to use the net proceeds of this offering for working capital, to fund incremental growth and other general corporate purposes. See “*Use of Proceeds*” for a more complete description of the intended use of proceeds from this offering.

Dividend policy

Beginning in the third quarter of 2024, subject to the recommendation of our board of directors, we expect to pay dividends on a quarterly basis. See “*Dividend Policy*” for additional information.

Risk factors

See “*Risk Factors*” and the other information included in this prospectus for a discussion of factors you should consider before deciding to invest in our ordinary shares.

Listing

We have applied to list our ordinary shares on Nasdaq under the symbol “MRX.”

The number of our ordinary shares outstanding after this offering is based on \_\_\_\_\_ ordinary shares outstanding as of December 31, 2023 and excludes:

- \_\_\_\_\_ ordinary shares issuable upon the conversion of our AT1 Securities as described in “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Debt Programs—Additional Tier 1 Capital;*”
- 268,282 ordinary shares issuable in connection with the termination of an executive warrant to be effective in connection with this offering as described in “*Management—Equity Incentive Plans—Warrants;*”
- \_\_\_\_\_ ordinary shares reserved under our Global Omnibus Plan, which will become effective in connection with the completion of this offering (as well as any shares that become issuable pursuant to provisions in the Global Omnibus Plan that automatically increase the share reserve under the Global Omnibus Plan), as described in “*Management—Equity Incentive Plans—Global Omnibus Plan;*” and
- \_\_\_\_\_ ordinary shares reserved for issuance under our Employee Share Purchase Plan (the “ESPP”), which will become effective in connection with the completion of this offering (as well as any shares that become issuable pursuant to provisions in the ESPP that automatically increase the share reserve under the ESPP) as described in “*Management—Equity Incentive Plans—Employee Share Purchase Plan.*”

Unless otherwise indicated, all information contained in this prospectus assumes or gives effect to:

- a \_\_\_\_\_ split of our ordinary shares, which was effected on \_\_\_\_\_, 2024;
- no exercise by the underwriters of their option to purchase additional ordinary shares in this offering; and
- an initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus.

## SUMMARY CONSOLIDATED FINANCIAL AND OTHER DATA

We prepare our consolidated financial statements in accordance with IFRS as issued by the IASB. The summary historical consolidated financial information presented as of December 31, 2023 and for the years ended December 31, 2023, 2022 and 2021 has been derived from our audited consolidated financial statements included elsewhere in this prospectus. Our historical results for any prior period are not necessarily indicative of results expected in any future period.

The financial data set forth below should be read in conjunction with, and are qualified by reference to, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and notes thereto included elsewhere in this prospectus. The following tables present summary consolidated financial and other data as of the dates and for the periods indicated.

	Year ended December 31,		
	2023	2022	2021
	(millions, except per share data)		
<b>Consolidated Income Statement</b>			
Commission and fee income	\$1,342.4	\$ 651.0	\$ 573.7
Commission and fee expense	(637.5)	(299.2)	(283.8)
<b>Net commission income</b>	<b>704.9</b>	<b>351.8</b>	<b>289.9</b>
<b>Net trading income</b>	<b>411.4</b>	<b>325.3</b>	<b>239.9</b>
Interest income	591.8	194.4	23.1
Interest expense	(470.2)	(165.0)	(26.4)
<b>Net interest income/(expense)</b>	<b>121.6</b>	<b>29.4</b>	<b>(3.3)</b>
<b>Net physical commodities income</b>	<b>6.7</b>	<b>4.6</b>	<b>15.0</b>
<b>Revenue</b>	<b>1,244.6</b>	<b>711.1</b>	<b>541.5</b>
<b>Expenses:</b>			
Compensation and benefits	(770.3)	(438.6)	(359.2)
Depreciation and amortization	(27.1)	(13.8)	(10.3)
Other expenses	(237.4)	(147.8)	(103.5)
Impairment of goodwill	(10.7)	(53.9)	—
Provision for credit losses	(7.1)	(9.5)	(0.8)
Bargain purchase gain on acquisitions	0.3	71.6	—
Other income	3.4	2.8	1.9
Share of results in associates and joint ventures	0.8	(0.3)	0.3
<b>Profit before tax</b>	<b>196.6</b>	<b>121.6</b>	<b>69.6</b>
Tax	(55.2)	(23.4)	(13.4)
<b>Profit after tax</b>	<b>\$ 141.3</b>	<b>\$ 98.2</b>	<b>\$ 56.5</b>
<b>Attributable to:</b>			
Ordinary shareholders of the company	128.0	91.6	56.5
Other equity holders*	13.3	6.6	—
Basic earnings per share (cents per share)	1.17	0.84	0.51
Diluted earnings per share (cents per share)	1.09	0.80	0.49
Weighted average number of ordinary shares for basic earnings per share	109.1	109.1	110.5
Weighted average number of ordinary shares adjusted for the effect of dilution	117.7	115.0	114.4

\* Other equity holders relate to holders of AT1 securities

	Year ended December 31,		
	2023	2022 (Restated)* (millions)	2021
<b>Cash Flow Statements</b>			
Net cash from operating activities	\$735.0	\$225.6	\$470.8
Net cash used in investing activities	(97.6)	(46.3)	(19.8)
Net cash from/(used in) from financing activities	(72.8)	26.5	(27.2)

\* Please see note 1 to our consolidated financial statements included elsewhere in this prospectus.

	As of December 31, 2023	
	Actual	As Adjusted <sup>(1)</sup> (millions)
<b>Consolidated Statement of Financial Position</b>		
Total current assets	\$17,074.5	
Total assets	17,750.1	
Total current liabilities	16,023.2	
Total liabilities	16,974.2	
Total equity	\$ 775.9	

- (1) As adjusted information gives effect to: (i) the payment of an interim dividend of \$44.1 million to our shareholders on February 6, 2024, (ii) the conversion of our outstanding Growth Options into Growth Shares in connection with and prior to the consummation of this offering, (iii) the conversion of our outstanding Growth Shares into non-voting ordinary shares in connection with and prior to the consummation of this offering, assuming an initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, (iv) the exercise of a warrant into non-voting ordinary shares in connection with and prior to the consummation of this offering, (v) the reclassification of all of our non-voting ordinary shares into ordinary shares on a one-for-one basis in connection with and prior to the consummation of this offering, (vi) the issuance of \_\_\_\_\_ additional ordinary shares to former holders of Growth Shares to satisfy the dividend adjustment and (vii) the issuance of ordinary shares in this offering at an initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. A \$1.00 increase or decrease in the assumed initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the as adjusted amount of each of total assets and total equity by approximately \$ \_\_\_\_\_ million from this offering, assuming the number of ordinary shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions. An increase or decrease of 1,000,000 ordinary shares in the number of ordinary shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease the as adjusted amount of each of total assets and total equity by approximately \$ \_\_\_\_\_ million, assuming no change in the assumed initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions.

	Year ended December 31,		
	2023	2022	2021
	(millions, except percentage and ratio)		
<b>Non-IFRS Measures:</b>			
Adjusted Operating Profit <sup>(2)</sup>	\$ 230.0	\$ 121.7	\$ 79.6
Adjusted Operating Profit Margin <sup>(2)</sup>	19%	17%	15%
Adjusted Sharpe ratio <sup>(3)</sup>	4.3	4.1	2.2

(2) We define Adjusted Operating Profit as profit after tax adjusted for (i) tax, (ii) goodwill impairment charges, (iii) acquisition costs, (iv) bargain purchase gains, (v) owner fees, (vi) amortization of acquired brands and customer lists, (vii) activities in relation to shareholders and (viii) IPO preparation costs. We define Adjusted Operating Profit Margin as Adjusted Operating Profit (as previously defined) divided by revenue.

These non-IFRS financial measures are presented for supplemental informational purposes only and should not be considered a substitute for profit after tax, profit margin or any other financial information presented in accordance with IFRS and may be different from similarly titled non-IFRS measures used by other companies. See "Presentation of Financial and Other Information" for a description of Adjusted Operating Profit and Adjusted Operating Profit Margin.

The following table reconciles Adjusted Operating Profit from the most directly comparable IFRS measure, which is profit after tax, and Adjusted Operating Profit Margin from the most directly comparable IFRS measure, which is profit margin, for the periods presented:

	Year ended December 31,		
	2023	2022	2021
	(millions, except percentages)		
<b>Profit after tax</b>	<b>\$ 141.3</b>	<b>\$ 98.2</b>	<b>\$ 56.5</b>
Tax	55.2	23.4	13.4
Goodwill impairment charges <sup>(a)</sup>	10.7	53.9	—
Acquisition costs <sup>(b)</sup>	1.8	11.5	—
Bargain purchase gains <sup>(c)</sup>	(0.3)	(71.6)	—
Owner fees <sup>(d)</sup>	6.0	3.4	2.0
Amortization of acquired brands and customer lists <sup>(e)</sup>	2.1	1.7	1.0
Activities in relation to shareholders <sup>(f)</sup>	3.1	0.5	—
IPO preparation costs <sup>(g)</sup>	10.1	0.7	6.7
<b>Adjusted Operating Profit</b>	<b>\$ 230.0</b>	<b>\$ 121.7</b>	<b>\$ 79.6</b>
<b>Profit margin</b>	<b>11%</b>	<b>14%</b>	<b>10%</b>
<b>Adjusted Operating Profit Margin</b>	<b>19%</b>	<b>17%</b>	<b>15%</b>

(a) Goodwill impairment charge in 2023 relates to the impairment charge recognized for the Volatility Performance Fund S.A. CGU largely due to declining projected revenue. Goodwill impairment charge in 2022 relates to the impairment charge recognized for the OTC Energy CGU in 2022 largely due to declining budgeted performance and macroeconomic factors, such as high inflation and interest rates.

(b) Acquisition costs are costs, such as legal fees incurred in relation to the business acquisitions of the ED&F Man Capital Markets business, the OTCex group and Cowen's Prime Services and Outsourced Trading business.

- (c) Bargain purchase gains relate to a gains of \$0.3 million recognized as a result of the acquisition of ED&F Man Capital Markets' Hong Kong business in 2023 and \$71.6 million recognized as a result of the ED&F Man Capital Markets' U.S. and U.K. businesses in 2022.
  - (d) Owner fees relate to management services fees paid to parties associated with the ultimate controlling party based on a percentage of our EBITDA in each year, presented in the income statement within other expenses. Owner fees are excluded from operating expenses as they do not form part of the operation of the business and will cease to be incurred after the completion of this offering.
  - (e) Amortization of acquired brands and customer lists represents the amortization charge for the year the brands and customer lists were acquired, presented in the income statement within depreciation and amortization.
  - (f) Activities in relation to shareholders primarily consist of dividend-like contributions made to participants within certain of our share-based payments schemes. In prior years, this balance was presented as part of amortization of acquired brands and customer lists. Given the increase of the balance in 2023, this has been reclassified out of the line item and is now presented separately.
  - (g) IPO preparation costs related to consulting, legal and audit fees, presented in the income statement within other expenses.
- (3) The Adjusted Sharpe ratio is computed as the average of monthly Adjusted Operating Profit divided by the standard deviation of monthly Adjusted Operating Profit. This non-IFRS financial measure is presented for supplemental informational purposes only and should not be considered a substitute for the Sharpe ratio or any other financial information presented in accordance with IFRS and may be different from similarly titled non-IFRS measures used by other companies. See "*Presentation of Financial and Other Information*" for a description of the Adjusted Sharpe ratio.

The following table reconciles the Adjusted Sharpe ratio from its most directly comparable IFRS ratio, the Sharpe ratio, which is calculated as the average monthly profit after tax divided by the standard deviation of monthly profit after tax, for the periods presented:

	Year ended December 31,		
	2023	2022	2021
	(millions, except ratios)		
Average monthly profit after tax	13.0	8.2	4.7
Standard deviation on monthly profit after tax <sup>(a)</sup>	3.7	3.0	2.6
<b>Sharpe ratio</b>	<b>3.6</b>	<b>2.8</b>	<b>1.8</b>
Average monthly Adjusted Operating Profit	19.2	10.1	6.6
Standard deviation on monthly Adjusted Operating Profit <sup>(a)</sup>	4.4	2.5	3.0
<b>Adjusted Sharpe ratio</b>	<b>4.3</b>	<b>4.1</b>	<b>2.2</b>

- (a) In each period, standard deviation is calculated as the square root of the variance of monthly profit after tax relative to the mean. The profit after tax variance is calculated as the sum of the squares of the difference between monthly profit after tax and the mean profit after tax, divided by the number of months, and the calculation of the ratio is the same for the Sharpe ratio (on a monthly profit after tax basis) and the Adjusted Sharpe ratio (on a monthly Adjusted Operating Profit basis).

A reconciliation of Adjusted Operating Profit to profit after tax is included in footnote 2 above.

The following table summarizes our revenue and Adjusted Operating Profit by operating segment for the periods presented:

	Year ended December 31,		
	2023	2022	2021
	(millions)		
<b>Revenue</b>			
Clearing	\$ 373.6	\$ 200.0	\$ 119.9
Agency and Execution	541.5	230.7	191.6
Market Making	153.9	172.6	141.0
Hedging and Investment Solutions	128.1	100.0	88.8
Corporate	47.5	7.8	0.2
<b>Total Revenue</b>	<b><u>\$1,244.6</u></b>	<b><u>711.1</u></b>	<b><u>541.5</u></b>
<b>Adjusted Operating Profit</b>			
Clearing	\$ 185.0	77.5	38.1
Agency and Execution	71.9	23.4	24.0
Market Making	33.3	66.5	52.2
Hedging and Investment Solutions	33.8	27.8	31.8
Corporate	(94.0)	(73.5)	(66.5)

#### Other Data

We use the following key performance indicators (“KPIs”) to assess the performance of our business and believe that these KPIs provide useful information to both management and investors by showing the growth of our business across the periods presented. Our management uses these KPIs to evaluate our business strategies and to facilitate operating performance comparisons from period to period. The following table summarizes our key performance indicators for the periods presented.

	Year Ended December 31,		
	2023	2022	2021
FTE <sup>(1)</sup>	2,167	1,641	1,124
Average FTE <sup>(2)</sup>	1,914	1,241	1,062
Revenue per FTE <sup>(3)</sup> (\$)	1.2	1.0	0.9
Active Clients <sup>(4)</sup>	4,059	2,753	2,255
Average Balances <sup>(5)</sup> (\$m)	12.3	9.5	5.0
Trades Executed <sup>(6)</sup> (m)	129	58	40
Contracts Cleared <sup>(7)</sup> (m)	856	248	198
Total Capital Ratio <sup>(8)</sup> (%)	231	266	164

- (1) “FTE” means the number of our full-time equivalents as of the end of a given period, which includes permanent employees and contractors.
- (2) “Average FTE” means the average number of our full-time equivalents over the period, including permanent employees and contractors.
- (3) “Revenue per FTE” means revenue for a given period divided by the Average FTE for the same period.
- (4) “Active Clients” means clients that have generated more than \$5,000 in revenue for us in a given period.
- (5) “Average Balances” means the average amount of balances that generate interest income for us over a given period, calculated using quarterly data.

- (6) "*Trades executed*" means the total number of trades executed on our platform in a given year.
- (7) "*Contracts cleared*" means the total number of contracts cleared in a given year.
- (8) "*Total Capital Ratio*" means our total capital resources in a given period divided by the capital requirement for such period under the IFPR.

## RISK FACTORS

*You should carefully consider the risks and uncertainties described below and the other information in this prospectus before making a decision to invest in our ordinary shares. Our business, financial condition, results of operations or prospects could be materially and adversely affected by any of these risks and uncertainties. Additional risks not presently known to us or that we currently deem immaterial may also impair our business operations. The trading price and value of our ordinary shares could decline due to any of these risks and uncertainties, and you may lose all or part of your investment. This prospectus also contains forward-looking statements that involve risks and uncertainties. See the section titled "Cautionary Statement Regarding Forward-Looking Statements." Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks and uncertainties faced by us described below and elsewhere in this prospectus. Additional risks and uncertainties not presently known to us, or that we currently deem immaterial, may also impair our business operations.*

### Risks Relating to the Macroeconomic Environment

***Our business is adversely affected by subdued commodity market activity or pricing levels, with low volatility and declines in commodity pricing levels reducing our commissions, spreads and revenue.***

We generate revenue primarily from the commissions we earn and the spreads we make from facilitating and executing client orders. These revenue sources depend substantially on client trading volumes and pricing levels, which, in turn, depend on many factors, many of which are beyond our control. These factors include:

- volatility and pricing levels in commodities, currency, securities and other markets;
- client confidence and risk appetite levels;
- general economic and geopolitical conditions and developments, including the war in Ukraine;
- overall levels of global trade and the implementation of any barriers to trading, including, without limitation, tariffs and disruption to trade routes;
- changes in demand for specific commodities, including, for example, reductions in demand for coal, fuel oil and other energy commodities and increases in demand for renewable energy;
- climate and weather patterns, which impact supply markets and chains for certain commodities, including, without limitation, agricultural commodities and metals;
- legislative and regulatory changes, including, but not limited to, trade policies and unexpected sanctions, which may cause significant uncertainty, affect market structures and reduce client activity, because of, or pending the outcome of, such changes;
- changes in market dynamics or structure due to rapid change in the method of broking in one or more products in which our clients trade, including, for example, a transition from telephone or voice trading to screen or electronic trading;
- actions of competitors, including pricing competition for overlapping products and markets and their entry into additional products or markets; and
- changes in inflation, foreign exchange, interest rates and monetary and fiscal policies.

Low volatility and declines in pricing levels generally decrease client trading activity and reduce our revenue. Reductions in economic activity and growth levels, particularly in emerging markets, also reduce trading activity. Decreases in trading volumes or pricing levels may significantly reduce our commissions and the spreads we make facilitating and executing client orders and adversely affect our business, financial condition, results of operations and prospects.



***Geopolitical events, terrorism and wars, such as Russia's military action in Ukraine, can cause significant market volatility, affect global macroeconomic conditions and commodity prices and could lead to a substantial slowdown in the global economy.***

Our business, and the financial markets in which we operate (particularly commodities, including energy, grain and metals), may experience significant volatility as the result of geopolitical events, terrorism and wars, such as, for example, geopolitical events, including Russia's large-scale invasion of Ukraine in February 2022. Market volatility has, in some cases, materially impacted the price of commodities that our clients trade. Ukraine's position as a large producer in the global grain markets and the disruption of trade flows caused by the invasion also have significantly impacted activity in the agricultural markets. As a result, our agriculture revenue declined for a period in 2022, in part due to lower overall market volumes compared to 2021.

The unprecedented economic and other sanctions against Russia implemented by the North Atlantic Treaty Organization and individual countries in response to the invasion have restricted and may further restrict or prevent us from entering into new transactions with affected entities and impact the settlement of existing transactions. Many Western companies have also closed their Russian businesses and/or announced their unwillingness to retain interests in Russian assets or to continue dealings with Russian or related counterparties, even where such action is not mandated by current sanction regimes. The scope and scale of such economic sanctions and voluntary actions remain subject to rapid and unpredictable change, including because of the volatile conditions in Ukraine, and may severely affect global macroeconomic conditions, European economies and the stability and willingness of our counterparties to trade. Existing concerns about market volatility, disruptions to supply chains, high inflation rates and the risk of regional or global recessions or "stagflation," a recession or reduced rates of economic growth coupled with high inflation rates, have been exacerbated by Russia's invasion of Ukraine.

It is currently unclear how long the war between Russia and Ukraine may last or how severe its impacts may become. If the conflict is prolonged, escalates or expands (including if additional countries become involved), if additional economic sanctions or other measures are imposed or if disruptions to supply chains worsen, regional and/or global macroeconomic conditions and financial markets could be impacted more severely. Other geopolitical events could have a material adverse effect on our business, financial condition, results of operations and prospects, as such events often may cause market volatility and uncertainty. Longer periods of significant market volatility could adversely affect the perceived stability of commodities and lead to declines in commodity pricing levels, which may significantly reduce our commissions and may adversely affect our business, financial condition, results of operations and prospects.

***Our results of operations and financial condition are directly impacted by interest rate levels, as we earn interest on the cash balances that we hold.***

We maintain large cash and financial instrument balances on behalf of our clients with exchanges, central clearing counterparties ("Clearing Houses"), brokers and banks. We also maintain our own cash balances. We earn interest on these balances and generally only make interest payments to certain clients. Accordingly, we are generally able to retain a significant portion of the interest we earn on such balances. Short-term interest rates are particularly sensitive to factors beyond our control. A decline in interest rates or a decline in our cash and financial instrument balances may adversely affect our business, financial condition, results of operations and prospects.

***Our results of operations and financial condition could be adversely affected by changes in exchange rates between the U.S. dollar and other currencies, principally the Pound Sterling and the Euro.***

We report our financial results in U.S. dollars. However, a significant proportion of our costs are incurred, and a portion of our trading activity is conducted, in currencies other than the U.S. dollar. As a result, our results of operations and financial condition are significantly affected by movements in the exchange rates between the U.S. dollar and other currencies, particularly the Pound Sterling and the Euro. As our levels of commissions earned are tied to the volume and pricing levels of products traded, any depreciation in the Euro against the U.S. dollar would lead to a decrease in the level of our reported commissions from trading activity in products priced in Euro. Further, due to our extensive operations in the United Kingdom (including having significant back office and other support staff and lease obligations for office space), any depreciation in the Pound Sterling against the U.S. dollar would decrease the expenses in our income statement and could adversely affect our business, financial condition, results of operations and prospects.

***The United Kingdom's withdrawal from the European Union has adversely affected, and may further adversely affect, our business for multiple reasons that are beyond our control, including adversely affecting economic growth and reducing overall levels of trading activities and the costs of such activities between the United Kingdom and the European Union.***

As a result of the United Kingdom's formal withdrawal from the European Union in January 2020 ("Brexit"), the ability of U.K. and European Economic Area ("EEA") companies to provide cross-border services is currently restricted, particularly in the financial services sector. The passporting regime under Directive 2014/65/EU on markets in financial instruments ("MiFID II") and other European regulations, which enables firms to provide services to countries across the EEA, no longer encompasses the United Kingdom. Furthermore, the end of EEA passporting for U.K. firms means that such firms will largely be restricted to providing services to clients that are domiciled in the EEA on a "reverse solicitation" basis (where a firm has not solicited or marketed such activities or services in the particular jurisdiction), unless they are appropriately authorized. The requirement to service clients in the EEA on a "reverse solicitation" basis is restrictive and limits the ways in which our U.K. entities can interact with clients and potential clients, which may make it harder to do business in the EEA. In the future, if the ability to provide services on a "reverse solicitation" basis was to change, EEA regulators may require us to obtain additional licenses in their respective jurisdictions to service clients. We may stop or limit servicing clients pending approval of the relevant license or choose not to continue to service clients in the jurisdictions in question. In either case, our financial performance would be adversely affected.

There is currently no EEA equivalence for U.K. trading venues. As a result, EEA clients trading on a U.K. exchange are required to treat such trades as over-the-counter ("OTC") derivatives transactions rather than as exchange-traded derivatives transactions. This has and may result in additional regulatory reporting obligations. EEA clients may also not want to trade financial instruments listed on U.K. exchanges. Furthermore, U.K. investment firms have lost certain rights with respect to access to, or providing their clients with a connection to, certain infrastructural assets that are necessary for the provision of certain services. An example is the provision of direct electronic access to trading venues authorized in the EEA. This may make our offering less attractive to EEA clients, which could have an adverse impact on our business, financial conduct and results of operations.

The change in the United Kingdom's relationship with the European Union due to Brexit has and may have several further consequences, including adversely affecting economic growth in the United Kingdom and the European Union and reducing overall levels of trading activity between the United Kingdom and the European Union.

Future regulatory or legal divergence between the European Union and the United Kingdom may result in increased compliance costs, impact our business activities and result in EEA clients moving away from U.K.-based services. Our failure to successfully manage these risks, which are largely outside of our control, could adversely affect our business, financial condition, results of operations and prospects.

***Various factors beyond our control, including pandemics, terrorist attacks or natural disasters, may adversely affect our business.***

Our business has been affected in the past, and could be significantly affected in the future, by major events such as pandemics, terrorist attacks, natural disasters or extreme weather conditions, fires, power shortages, civil unrest or strikes. It is not possible to fully mitigate these risks and their related impacts.

For example, the COVID-19 pandemic caused an increase in client defaults, as well as a reduction in our trading volumes in metals following the physical closure of the LME in March 2020. Severe weather and climate-change related phenomenon could impact our business in the agricultural market (for example, cocoa, coffee and grains), which may significantly reduce the production and size of those markets. Insurance cover for any of the above risks may not be sufficient to cover the full extent of any loss or damage suffered. There is also no guarantee that if a major event occurs, we will be able to secure adequate insurance cover in the future.

Significant reductions in economic activity levels or declines in commodity pricing levels because of these factors would reduce trading volumes and our revenue. Our inability to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects.

### **Risks Relating to Our Business**

***Our clients and their related financial institutions may default on their obligations to us due to insolvency, operational failure or for other reasons, which could adversely affect our business, financial condition and results of operations.***

Clients of our Clearing and Hedging and Investment Solutions businesses may default on margin calls or settlement payments. Where a client enters into an exchange-traded derivatives transaction that is cleared by us, we will post margin with a clearing house to cover the clearing house's margin requirements in connection with the client's open positions on the relevant exchange. We will then issue margin calls to the client for the payment of the margin due to us, and the client may default on such margin calls. In OTC derivatives transactions, we act as principal to the transaction. We may experience losses if adequate collateral cannot be collected from the relevant client through the life of the trade or if the client fails to pay any cash settlement amount due to us on termination or expiry of the transaction.

We also enter into agreements with certain clients and their financial institutions under which the relevant financial institution agrees to fund the client's margin calls up to a pre-agreed limit. We may suffer losses to the extent that the financial institution defaults on its obligation to pay such amounts. We are also exposed to counterparty credit risk in respect of client cash deposits held with financial institutions, which may default due to insolvency, operational failure or for other reasons.

In our Agency and Execution business, we arrange trades between two clients and issue an invoice for commissions earned on the completed transaction. Although we are not a counterparty to such transactions, we are exposed to the risk that these clients may fail to pay our commissions. We are also exposed to intraday risks as the agent facilitating such transactions.

Our credit risk management procedures are designed to help mitigate our credit risk but cannot eliminate the prospect of defaults, particularly those that may arise from events or circumstances that are difficult to detect or foresee. Market volatility may result in some of our clients facing liquidity issues due to increased margin calls, which may, in turn, lead to an increase in late or failed margin payments to us by clients. Historically, we have seen client defaults increase during periods of substantial market volatility. For example, market turmoil connected to the Russian invasion of Ukraine resulted in a number of late client payments due to increasing pressure on the global banking system. Similarly, following the surge of nickel prices of 270% on the LME over three trading days in early March 2022, we saw an increase in late margin payments to us by clients. In certain circumstances, we may enter into alternative arrangements with clients as collateral for the debt owed to us. For example, our clients TMT Metals AG and UIL (Singapore) Pte Ltd (which are connected companies and share the same ultimate beneficial owner) were unable to pay margin calls issued to them by us in relation to nickel prices in March 2022. To secure our position, we fully provided for the total amount owed to us in our accounts and agreed to accept share pledges as collateral for the debt so that we will be able to enforce this security if required to realize value.

These risks may also be exacerbated if our exposure is concentrated in a particular geography or type of client. For example, where we have a substantial number of clients in a particular country, region or industry, a sovereign debt or other crisis affecting such country or a natural disaster impacting such region or industry or any negative effects in such region or industry may negatively impact such clients. Given the increasing impacts of climate change, severe weather events, such as droughts, hurricanes and fires, may also lead to defaults across various agricultural producers in affected regions. If we experience a significant number of client defaults, particularly if we experience them contemporaneously, our business, financial condition, results of operations and prospects may be adversely affected.

***We are subject to a variety of regulatory, reputational and financial risks as a result of our global operations. Non-compliance with applicable regulatory regimes could result in significant financial and reputational damage.***

The success of our business depends on the sufficiency of our risk management program, including policies, training and other controls on anti-money laundering (“AML”), sanctions, counter-terrorist financing, anti-bribery, anti-corruption, financial risk, fraud and data security. The design and implementation of the policies, training, procedures and practices we use to identify, monitor, control and reduce risk have not always been effective, and we cannot guarantee that they will always be effective in the future. The risks we face in this respect include:

- ***Regulatory Compliance:*** We are subject to regulatory requirements imposed by the U.K. Financial Conduct Authority (“FCA”), the French Financial Markets Authority (*Autorité des Marchés Financiers*) (the “AMF”), the French Prudential Supervision and Resolution Authority (*Autorité de contrôle prudentiel et de résolution*) (the “ACPR”), the U.S. Commodities Futures Trading Commission (the “CFTC”), the SEC, the U.S. Financial Industry Regulatory Authority (“FINRA”), the National Futures Association (the “NFA”), the Dubai Securities and Commodities Authority, the Dubai Financial Services Authority, the Australian Securities & Investments Commission, the Alberta Securities Commission, the Hong Kong Securities and Futures Commission, the Monetary Authority of Singapore, the Central Bank of Ireland, the Italian Companies and Exchange Commission (*Commissione Nazionale per le Società e la Borsa*), the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*), the Spanish National Securities Market Commission (*Comisión Nacional del Mercado de Valores*), the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and other regulatory bodies in the jurisdictions in which we trade. We have in the past failed to comply with regulatory requirements and been subject to

regulatory inquiries or enforcement actions for regulatory non-compliance, and we may so fail to comply and be subject to such inquiries and actions in the future. Regulatory enforcement could result in materially adverse consequences such as monetary penalties or partial or full censures on our ability to conduct regulated activities.

- **Anti-Corruption Compliance:** We are subject to anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act (“FCPA”) and the U.K. Bribery Act, in the jurisdictions in which we operate. These anti-corruption laws generally prohibit corruptly offering, promising, giving or authorizing others to give anything of value, either directly or indirectly, to a government official or private party in order to influence official action or otherwise gain an unfair business advantage, such as to obtain or retain business. Violation of these or similar laws and regulations could subject us, and individual employees, to a regulatory enforcement action, as well as significant civil and criminal penalties. Such violations could also result in severe restrictions on our activities and damage to our reputation.
- **Anti-Money Laundering Compliance:** We are subject to applicable AML laws in the jurisdictions in which we operate, including the Bank Secrecy Act and USA PATRIOT Act in the United States and the Proceeds of Crime Act, the Terrorism Act and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) in the United Kingdom. The AML laws impose a variety of requirements, including implementing and maintaining risk-based systems and controls that obtain “know-your-customer” documentation upon onboarding clients and screen clients on an ongoing basis. A violation of these or similar laws could subject us, and individual employees, to a regulatory enforcement action, as well as significant civil and criminal penalties and reputational harm. For example, in 2020, a routine internal audit found certain aspects of our anti-money laundering systems and controls to be inadequate. We subsequently completed a self-remediation program that was subject to our board of directors’ and primary regulators’ review and implemented more rigorous on-boarding and screening processes.
- **Sanctions and Export Controls Compliance:** We are subject to trade restrictions, including economic sanctions and export controls, administered by the United States, including the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”), His Majesty’s Treasury, the European Union and other relevant authorities, and such restrictions may prohibit or restrict transactions in certain countries and with certain designated persons. Non-compliance with sanctions restrictions, or failure of related systems and controls to identify and prevent impermissible or unauthorized activity or transactions by persons subject to sanctions or other trade restrictions, could result in civil or criminal liability, including censures and financial penalties.
- **Market Abuse and Manipulation:** Third-party traders or our personnel may manipulate market prices by creating fictitious orders or mislead the market. We may fail to detect any such actions to manipulate prices or mislead the market.
- **Fraudulent Transactions:** We may suffer losses if our risk management policies, procedures and practices fail to prevent unauthorized activity or acts intended to defraud, misappropriate property or circumvent the law (for example, a third party impersonating a creditworthy client to trade on credit or deceptive third-party transactions made in violation of relevant anti-money laundering or sanctions standards).
- **Incorrect Settlements:** We may make or be subject to unauthorized transfers of funds. Our risk management policies, procedures and practices may fail to prevent the use of incorrect or fraudulent settlement instructions (for example, a phishing attack causing us to misdirect client funds to a third party).

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- ***Inadequate Risk and Position Limits:*** We may fail to correctly apply risk controls to a client's or an internal house account or open positions. If a client takes larger positions than are appropriate and defaults, for example, we may suffer significant losses.
- ***Change Management Risk:*** We may fail to implement key change initiatives with minimal disruption to business-as-usual activities. We may also fail to mitigate the risks to which we could be exposed because of such changes (for example, delay in embedding processes and controls in connection with expansions of our business).
- ***Personnel Error:*** Our employees or agents may commit errors or fail to carry out their assigned roles properly (for example, "fat finger" incidents that lead to trades being executed incorrectly).
- ***Personnel Misconduct:*** Our employees or agents may engage in misconduct, including embezzlement of client funds, hiding unauthorized trading activities from us, using company funds towards client entertainment in an inappropriate or excessive manner or in breach of clients' own compliance requirements, improper or unauthorized activities on behalf of clients, improper use of confidential information, the improper use of marketing materials or the inappropriate use of authority or influence by current or former personnel.
- ***Exchange and Clearing House Fines:*** As a member of multiple exchanges and clearing houses, we are subject to the rules and regulations of such exchange and clearing houses. We have in the past been subject to immaterial fines from exchanges or clearing houses as a result of our or our clients' failure to comply with the exchange or clearing house rules, and we or our clients may fail to comply with such rules in the future. Exchange and clearing house fines could result in financial loss and reputational damage.

There is also a risk that our systems and infrastructure to support our risk management policies, procedures and practices may be insufficient, disrupted or compromised.

Regulators have broad powers to investigate and enforce compliance with applicable rules and regulations, and investigations themselves can be costly and disruptive to the business. Enforcement powers include the ability of the FCA or other regulators to require us to appoint a skilled person and the ability of the FCA or other regulators to appoint investigators, impose censures or financial penalties on us, fine, suspend or prohibit our employees from performing regulated activities or limit or withdraw authorizations that we require to operate portions of our business. Any such actions could also result in significant damage to our reputation, material financial losses, potential litigation and private claims for damages, or otherwise adversely affect our business, financial condition, results of operations and prospects.

***Software or systems failure, loss or disruption of data or data security failures could, among other things, limit our ability to conduct our operations and lead to a breach of regulations and contractual obligations.***

We depend on the capacity and reliability of the computer and communications systems that support our operations, whether owned and operated internally or by third parties. We rely upon third-party providers for the majority of our computer and communication systems. We also rely on the integrity of the data held within and used by such systems. These systems include broking platforms to transact business and middle-office and back-office systems to record, monitor and settle transactions and allow for the storage and transmission of personal data regarding our clients, employees, business partners and other third parties, as well as proprietary and confidential business information or other critical data. As such, we may be an attractive target for data security attacks.

The performance of these computer and communications systems could deteriorate or fail. For example, an outage in September 2020 at one of our third-party data centers interrupted our access to

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internet services and our ability to access reporting capabilities for three hours. Our data center providers have also been subject to denial-of-service (“DoS”) attacks, and we have been the target of phishing attempts that have sought to mimic our websites to lure clients into transferring money to fraudulent accounts. We have not experienced a DoS attack impacting our ability to provide services since 2020 as we implemented several DoS protection measures for our external-facing systems.

There has been an increasing number of cyberattacks in recent years, and the number and complexity of these threats continue to increase over time. There is also a heightened threat of cyberattacks on our third-party suppliers and service providers. For example, in January 2023, ION, the third party on whom we rely as our back-office provider, was subject to a cyberattack, which suspended access to trade management and reporting systems, but no personal data was lost or exfiltrated. As a result, we had to adopt manual processes for several days, which resulted in a significant increase in workload for our operations team and increased operational risk due to potential human error in the processing or reporting of trades. ION implemented a number of measures to prevent future cyberattacks, including multi-factor authentication programs and crowd strike. The techniques used to obtain unauthorized access to systems or sabotage systems or disable or degrade services, change frequently and are often unrecognizable until launched against a target, and therefore, our cybersecurity measures may not detect or prevent all attempts to compromise our systems, including denial-of-service attacks, viruses, malicious software, ransomware, break-ins, phishing attacks, social engineering, deepfakes or other similar technology, security breaches or other attacks. Such cyberattacks may misappropriate proprietary, confidential or personal information held by or on behalf of us, jeopardize the security of information stored in and transmitted by our systems or cause disruption to our operations, or otherwise cause our business to suffer financial losses or damages. Further, there can be no assurances that we will be able to prevent or control any losses due to deepfakes or other malicious uses of artificial intelligence, which may develop in the future. In addition, we may need to expend significant resources to protect against data security breaches or mitigate the impact of any such breaches, including potential liability that may not be limited to the amounts covered by our insurance, and any failure to prevent or mitigate security incidents could result in significant liability and a material loss of revenue resulting from the adverse impact on our reputation and brand, a diminished ability to retain or attract new clients and a disruption to our business.

Future incidents could occur as a result of a loss of power, human error, a sudden spike in transaction volumes, natural disasters, fire, sabotage, hardware or software malfunctions or defects, computer viruses, intentional acts of vandalism, client error or misuse, lack of proper maintenance or monitoring or other factors or events. Such incidents could cause many issues, including:

- significant disruptions in service to our clients;
- slower response times;
- delays in trade execution;
- failed settlement of trades; and
- incomplete or inaccurate accounting, recording, processing or reporting of trades.

If the communications, computer systems or facilities upon which we rely fail, we may experience significant financial losses, litigation or arbitration claims filed by or on behalf of our clients, regulatory enforcement or other actions. The above risks are exacerbated as a result of us being a financial services provider that holds client funds and by the nature of our business, which involves recording, storing, manipulating and disseminating significant amounts of data.

Security breaches could also expose us to liability under various laws and regulations across jurisdictions and increase the risk of litigation and governmental or regulatory investigation. Due to

concerns about data security and integrity, a growing number of legislative and regulatory bodies have adopted breach notification and other requirements in the event that information subject to such laws is accessed by unauthorized persons and additional regulations regarding security of such data are possible. We may need to notify governmental authorities and affected individuals with respect to such incidents. For example, in the United States, we are subject to laws in all states and numerous territories that require notification, as well as the SEC's new cybersecurity reporting obligations and laws in the European Union and United Kingdom and all 50 U.S. states may require businesses to provide notice to individuals whose personal information has been disclosed as a result of a data security breach. Complying with such numerous and complex regulations in the event of a data security breach would be expensive and difficult, and failure to comply with these regulations could subject us to regulatory scrutiny and additional liability. We may also be contractually required to notify clients or other counterparties of a security incident, including a data security breach. Regardless of our contractual protections, any actual or perceived data security breach, or breach of our contractual obligations, could harm our reputation and brand, expose us to potential liability or require us to expend significant resources on data security and in responding to any such actual or perceived breach. Any such breach, disruption or failure could also have a negative effect on our reputation and may adversely affect our business, financial condition, results of operations and prospects.

***We are subject to risks related to OTC derivatives transactions due to the inability to adequately hedge our positions, limitations on our ability to modify contracts and the contractual protections that may be available to us.***

We offer bespoke, off-exchange hedging solutions in the form of customized OTC derivatives hedging through the Hedging Solutions division of our Hedging and Investment Solutions business, particularly in commodity products, to clients who cannot fulfil their specific hedging requirements with exchange-traded derivatives. After entering into a customized contract for a client, we may be unable to find a standardized contract that matches relevant parameters. As a result, we may be unable to fully hedge our exposure under the customized contract. There may also be mismatches or delays in the timing of cash flows due from or to counterparties in the OTC derivatives transactions or related hedging, trading, collateral or other transactions. We may not have adequate cash available to fund our current obligations, or our counterparty may fail to retain adequate cash to meet its obligations to us. In either case, we may suffer losses.

Generally, OTC derivatives transactions may only be modified or terminated by mutual consent of the parties to the transaction (other than in certain limited default and other specified situations, such as market disruption events) and subject to agreement on individually negotiated terms. Accordingly, it may not be possible to modify, terminate or offset obligations or exposure to the risks associated with a transaction prior to its scheduled termination date.

Any of the above factors could adversely affect our business, financial condition, results of operations and prospects.

***We are subject to exposure to cryptocurrencies and potential losses and reputational impact from clients trading derivatives or other financial products linked to cryptocurrencies. We may also be impacted by developing regulation of cryptocurrencies and related activities.***

We offer a limited number of structured notes and OTC derivatives through our Hedging and Investment Solutions business. In addition, through our Clearing business, we offer a limited number of exchange-traded derivatives linked to cryptocurrencies, and we offer clients the ability to trade shares in Exchange Traded Funds ("ETFs") linked to the performance of cryptocurrencies such as Bitcoin and Ethereum. We may also trade on our own account certain cryptocurrencies and financial products that are linked to cryptocurrencies primarily to hedge our exposure to our obligations under such offerings, but also on a limited scale in order to generate a favorable funding spread.



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The value of cryptocurrencies is based in part on market adoption and future expectations, which may or may not be realized. As a result, the prices of cryptocurrencies are highly volatile. Such prices have been in recent periods, and are likely to continue to be, subject to significant fluctuations. While we do not consider our exposure to cryptocurrency to be material to our business, if the value of the cryptocurrencies to which we and our clients are exposed declines, we could incur financial losses.

We may experience financial loss and reputational damage from our involvement in regulatory or legal proceedings related to cryptocurrency. For example, MCMI is involved in legal proceedings with BlockFi Inc. et al. (collectively, "BlockFi") regarding assets that were held in an MCMI client account by Emergent Fidelity Technologies LTD ("Emergent"), which is an affiliate of former cryptocurrency exchange FTX Trading Ltd. ("FTX"). BlockFi alleges that the assets were the subject of a pledge agreement entered into between BlockFi and Emergent, and in November 2022 commenced proceedings against Emergent (in which MCMI, as custodian of the assets, was included) to enforce the terms of the pledge agreement. MCMI subsequently received a Warrant of Seizure from the U.S. Department of Justice ("DOJ") in respect of the assets and complied with the same, transferring the assets to the DOJ in January 2023. BlockFi's claim does not allege any wrongdoing or wrongful misconduct by MCMI; it only alleges that MCMI had been the custodian of the assets that are the subject of BlockFi's purported claims.

MCMI has also been subjected to various requests from regulatory bodies and governmental authorities, including the DOJ, arising from the FTX bankruptcy in connection with the accounts of Alameda Research LLC, also an affiliate of FTX, and Emergent held with MCMI. While we do not believe these regulatory or legal proceedings will have a material impact on our business, particularly given that our financial loss in these proceedings is limited to the immaterial legal fees we have incurred, any such proceedings in the future could harm our reputation, business and financial condition.

The regulatory approach to cryptocurrencies and related activities is an area that is under constant review by financial services regulators in various jurisdictions. As such, we are subject to the continued risk of legislative and regulatory change in this area, which may affect our ability to offer the limited number of structured notes and OTC derivatives that we currently do through our Hedging and Investment Solutions business and the exchange-traded derivatives and ETFs that we currently do through our Clearing business. While we do not believe these legislative or regulatory changes will have a material impact on our business, particularly given the limited nature and size of our cryptocurrency activities, changes in rules might restrict these aspects of our business or may require us to obtain new permissions to continue with our activities.

***We may not detect, deter or prevent misconduct, errors, failures or fraudulent activity by our clients, employees, agents or other third parties and, subsequently, we are subject to risks relating to potential securities law and regulatory liability.***

We are exposed to potential losses due to fraud or misconduct by, or breaches of the terms we have in place with, our clients, counterparties, employees, agents and third parties and, subsequently, to substantial risks of liability under federal and state securities laws and other federal and state laws and court decisions, as well as rules and regulations promulgated by the FCA, the SEC, the CFTC, state securities regulators and foreign regulatory agencies. For example, clients or people impersonating clients may engage in fraudulent activities, including the improper use of legitimate client accounts or providing fraudulent documentation in connection with transactions. Such events have occurred in the past and may occur in the future.

Certain of our businesses may be exposed to a higher risk of financial crime or fraud due to the regulated environment in which we operate, the type of relationships we maintain with our clients, the

products and services offered and our significant reliance on technology as part of our trading platforms, including in relation to spot foreign exchange services in West African countries.

There is a heightened risk of fraud when trading in physical commodities due to the nature of the industry's operations and its reliance on physical documentation in connection with the transport and storage of such commodities. There have been several well-publicized incidents of commodity trading frauds in recent years, including two instances in 2023 in which it was discovered that the cargoes acquired did not contain the metal products they purported to hold. As we and, more importantly, our clients are involved in this market, we are exposed to certain risks through our trading activities and could suffer financial loss in the event that commodities acquired by us or our clients are discovered to be different to those we and they believed we were purchasing.

Our employees and agents may engage in unauthorized trading activity, attempt to defraud us or violate our policies or legal or regulatory standards. There are also risks that our employees may improperly use or disclose confidential information and material non-public information provided by our clients that could subject us to regulatory and criminal investigations, disciplinary action, fines, or sanctions and we could suffer serious harm to our reputation, financial position, the trading price of our ordinary shares, current client relationships and ability to attract future clients. These risks may increase as the result of recent scrutiny of electronic trading and market structure from regulators, lawmakers and the financial news media. The use of off-channel electronic messaging applications by our employees to transmit confidential or sensitive data could subject us to investigations, regulatory fines and severely impact our reputation. For example, regulators, such as the staff of the SEC's Division of Enforcement and Ofgem, the U.K. energy market regulator, have, as part of a widely publicized industry sweep, conducted investigations of several financial institutions' records preservation requirements relating to business communications sent over off-channel electronic messaging platforms, some of which have resulted in substantial monetary penalties. Any such activities may be difficult to prevent or detect, and our internal policies and procedures may be inadequate or ineffective. As a result, we may suffer losses that we may not be able to recover, as well as being subject to regulatory enforcement proceedings and penalties, such as fines. There have also been several highly publicized cases involving fraud or other misconduct by employees and agents of financial services firms in recent years, and various investigations have been conducted by the FCA in the United Kingdom, the CFTC, the SEC and FINRA in the United States and other regulators around the world. In addition, although we have established policies and procedures designed to train, prevent and detect misconduct, errors and fraud, we may not be able to completely detect, prevent or deter such conduct and may be at risk of suffering losses.

Our reputation may also be damaged by any involvement, or the involvement of any of our employees, former employees or agents, in any regulatory investigation and by any allegations or findings by relevant regulators or courts, even where the associated fine or penalty is not material.

Further, we outsource certain aspects of our business to third-party service providers in accordance with applicable rules and regulations. If the capabilities of these service providers fail or if other issues impact these third-party services, our business, financial condition, results of operations and prospects could be adversely impacted, and we may become subject to regulatory fines or legal action as a result of such events.

Any such misconduct, errors, failures or fraudulent activity or any impact thereof, may adversely affect our business, financial condition, results of operations and prospects.

***We are subject to risks relating to litigation and may suffer losses and incur costs as a result.***

From time to time, we are and may become involved in legal proceedings, government and agency investigations and employment or any other employee related disputes, tort, product liability or

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safety claims and other litigation, including legal proceedings involving our clients and suppliers. We may take legal action to enforce our contractual, intellectual property and other rights where we believe those rights have been violated and that legal action is an appropriate remedy. We may be subject to disputes with our clients, particularly in the context of client defaults and in connection with our brokerage activities. We may also incur significant costs in defending any claims or in making payments to resolve any disputes.

If a client defaults, we may be unable to recover the funds owed to us by such client due to their insolvency or for other reasons. Because we operate internationally, we may also be subject to client disagreements on the application of contracts that are governed by English law or U.S. state law. Clients outside the United Kingdom or the United States may claim that English or U.S. state law governed contracts (such as our standard form client agreements) are inapplicable in their respective countries, and any subsequent application of local law may be less favorable to us in our claim against the client.

A third party may also initiate legal action against us or one of our acquired companies in relation to such company's activities prior to their acquisition by us, which we then must defend or settle. For example, MCMI is involved in legal proceedings initiated by BlockFi entities regarding disputed assets formerly held by MCMI's client, Alameda, an affiliate of former cryptocurrency exchange FTX, and Emergent, an affiliate of Alameda. As a result of such proceedings, we have incurred costs, faced reputational damage and defending such proceedings has required our management's attention and time. While we do not believe these proceedings will have a material impact on our business, any legal proceedings in the future could harm our reputation, business and financial condition.

We may also be subject to claims of economic or reputational significance, whether by a third party or an employee (current or former) or agent. Such claims could involve, among other things:

- acts inconsistent with employment law or health and safety laws;
- contractual agreements;
- infringements of intellectual property rights; or
- personal injury, diversity or discrimination claims.

We are also subject to the risk of litigation and claims that may be without merit. At present and from time to time, we, our past and present officers, directors and employees are and may be named in legal actions, regulatory investigations and proceedings, arbitrations and administrative claims and may be subject to claims alleging the violations of laws, rules and regulations, some of which may ultimately result in the payment of fines, awards, judgments and settlements. We could incur significant legal expenses in defending ourselves against and resolving lawsuits or claims even if we believe them to be meritless.

We cannot predict with certainty the outcomes of these legal proceedings. The outcome of some of these legal proceedings could require us to take, or refrain from taking, actions that could negatively affect our business or could require us to pay substantial amounts of money adversely affecting our financial condition and results of operations. There can also be no assurance that we are adequately insured to protect against all claims and potential liabilities.

The defense of our contractual rights may be protracted, involve the expenditure of significant financial and managerial resources and may ultimately not be successful, which could result in a negative perception of us and cause the market price of our ordinary shares to decline, any of which may adversely affect our business, financial condition, results of operations and prospects.

***If we lose access to exchanges in the jurisdictions where we operate, our ability to undertake some or all of our execution and clearing services would be affected.***

We have membership to 58 exchanges (including the LME, CME, DGCX, SGX, Euronext, ICE Futures and Eurex) and maintain an ongoing dialogue with regulatory personnel of each such exchange. Our memberships with regulated exchanges allows us to generate revenue through commissions earned on executing and clearing trades. In order to maintain these memberships, we are required to comply with the rules of the relevant exchanges. We have in the past been, and may in the future be, subject to inquiries or actions by exchanges for non-compliance with applicable rules. If we fail to comply with such rules or default on our membership obligations (for example, by failing to pay required margin), we may be exposed to potential action from such exchanges including warnings, monetary penalties, suspension or cancellation of membership. If we lose some or all of our memberships, or if any of the relevant exchanges cease their operations, we would lose access to these revenue streams.

If any exchange implements structural changes, such as adverse fee structures or higher margin requirements, our business could be negatively impacted. If the exchanges relax membership requirements, our clients may decide to become members, and the demand for our services may decline as a result. We are, through our subsidiary, Marex Financial, a Category 1 member and Ring Dealer on the LME, which historically has had only a small number of members. If the LME were to revoke Marex Financial's membership, adopt an adverse fee structure or extend membership opportunities to a wider group, or if the LME were to cease operating, Marex Financial's financial performance would be adversely impacted, which would, in turn, adversely affect our business, financial condition, results of operations and prospects.

***We require access to clearing and settlement services and other market infrastructure arrangements, and without access to such arrangements, our ability to undertake some or all of our activities would be adversely affected.***

We use various Clearing Houses and settlement systems, such as T2 and Clearstream, across our businesses. Loss of access to, or restrictions on our use of, these services due to non-compliance with membership or participants' requirements, post-Brexit regulatory changes, credit or reputational issues or for other reasons could impact our ability to carry out our activities.

If exchanges, Clearing Houses or other relevant counterparties fail to perform their obligations, or they take certain actions in response to, for example, market volatility, we and our clients may experience financial losses and margin calls. For example, due to significant volatility in nickel trading, Marex Financial and its clients were required to meet intraday exchange and margin calls on short or immediate notice in March 2022. In some cases, such nickel transactions were canceled, which caused those clients to suffer material financial losses and liquidity issues, which resulted in delayed payments by certain clients of our margin calls.

As a member of various Clearing Houses, we must make default fund contributions to the Clearing Houses. If another member defaults on their payment obligations to the Clearing Houses, we may lose a percentage of the default fund contributions that we have been required to make as a member of the Clearing Houses. We may suffer financial losses if clients default on their payment obligations to the Clearing Houses or if exchanges, Clearing Houses or other relevant counterparties fail to perform their obligations, which may adversely affect our business, financial condition, results of operations and prospects.

***Our success depends on the continued contributions of our key personnel, including our brokers, and our ability to recruit, train, motivate and retain them.***

Our success depends on the expertise and continued services of certain key personnel, including:

- personnel involved in the management and development of our business;
- front-office staff directly generating revenue, such as brokers; and
- back-office staff involved in management of our control and support functions.

Our ability to recruit, train, motivate and retain qualified and highly effective personnel in all areas of our business and ensure that our employment contract terms are appropriate and preserve flexibility is an important driver of our future success. We must also retain and motivate employees as part of acquisitions we undertake, as the retention of employees of acquired businesses may be crucial to our ability to integrate such acquisitions into our business or to maintain the success of the businesses we acquired.

We compete with other brokers and banks for front-office staff. This competition is intense and may further intensify in the future. Our competitors have in the past and may try again in the future to poach large numbers of brokers who have key counterparty relationships and relevant market knowledge and play an important role in our acquisition and retention of business from clients. Salary and bonus levels for front-office staff are generally based on activity levels generated by the individual broker's team and are sensitive to market compensation levels paid by competitors. Such competition, particularly for brokers, may significantly increase our front-office staff costs. If we lose front-office staff to competitors, we may experience losses of capability, client relationships and expertise.

When hiring front-office staff, we will generally agree salary and bonus levels based on an employee's representations of their activity levels, which may include certain performance-based targets. If an employee is unable to achieve these performance-based targets, we may become subject to a dispute over the payments of the compensation linked to such targets. This may result in front-office staff resigning, and we may experience losses in client relationships and employee knowledge, capability and expertise. Further, as a result of any such disputes, we may also become involved in litigation with such employees. For example, we are currently involved in two disputes with former employees in the United States over compensation payments that the employees claim are due to them in connection with their employment, and we may incur legal costs and require management time in the course of defending our position. In addition, where we hire teams of front-office staff from our competitors, there is a risk that we may become involved in litigation with these competitors, which may incur legal costs and require management time.

If we fail to attract and retain highly skilled brokers and other employees, lack the flexibility to make appropriate employment-related decisions due to labor groups or otherwise, incur increased costs associated with attracting and retaining personnel or fail to assess training needs adequately or deliver appropriate training, we may be unable to compete effectively. Our failure to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects.

***The markets in which we operate are highly competitive, and competition could intensify. If we are unable to continue to compete effectively, our business may be materially adversely affected.***

We have numerous current and potential competitors, both in the United Kingdom and internationally, including other brokers and banks. Some of our current and potential competitors may

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have larger client bases, more established name recognition and greater financial, marketing, technology and personnel resources than we do. Some of our competitors and potential competitors may offer services that are disruptive to current market structures and assumptions. Such factors may enable them to, among other things:

- develop services similar to ours or new services that our clients prefer;
- provide access to trading in products or a range of products that we do not offer;
- provide better execution services and lower transaction costs;
- provide new services more quickly and efficiently;
- offer better, faster and more reliable technology;
- take greater advantage of new or existing acquisitions, alliances and other opportunities;
- more effectively market, promote and sell their services;
- migrate products more quickly or effectively to electronic platforms, which could move trading activity from us;
- better leverage their relationships with their clients, including new classes of client; and/or
- offer better contractual terms to their clients, including lower commission rates.

Our competitors may develop new electronic trade execution or market information products that gain wide acceptance in the market, the development of which, or shifts in market practice as a result of which, could give relevant competitors a “first mover” advantage that may be difficult for us to overcome. Any shift away from voice trading to electronic trading, for example, may expose us to substantial losses, as we may be left with contractual obligations to maintain staff and brokers suited to and trained for voice trading rather than electronic trading.

New or existing competitors could gain access to markets or services where we currently enjoy a competitive advantage. These could include banks and other financial institutions with which we have competed historically, should they choose to re-enter the commodity industry. Competitors may have a greater ability to offer new services or existing services to more diverse clients. Such factors may erode our market share or our current competitive advantages.

Even if new or existing competitors do not significantly erode our market share or competitive positioning, they may offer their services at lower prices. If we are required to reduce our commissions to remain competitive, our profitability may be adversely affected. Competitors may offer their services at a loss to attract new business, which could cause us to dramatically lower our commissions or risk losing clients.

***To remain competitive, we must continue to invest in the development of our business to respond to changing trends and remain competitive with our research, technology and data offerings. If we fail to do so successfully, we may be adversely impacted.***

To remain competitive in the dynamic markets in which we operate, we must invest in the development of our business to respond to changes in client demands. We may need to be responsive to changing trends, particularly regarding energy products. We will also need to be competitive in the development of our research, technology and data offerings. The artificial intelligence tools we rely on, such as the Neon trading platform, can quickly become eclipsed by newer technological offerings such as novel electronic trade execution or market information products.

Our business development activity may include:

- hiring brokers;

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- opening offices in new countries;
- expanding existing offices and infrastructure;
- providing broking and other services in new product markets (such as renewables);
- serving different types of clients;
- developing and/or acquiring new technology; and
- undertaking activities through different business models.

Such activity may be achieved by investing in existing businesses and may result in changes to our risk profile. Failure to expand the business effectively, to manage changes in our risk profile appropriately or to realize the benefits of investments in some markets may adversely affect our business or prevent us from achieving the anticipated benefits.

Further, any consolidation among our clients may also cause us to depend on a smaller number of clients, which could result in additional pricing pressure and/or require us to implement changes in order to service these clients. If our business depends on maintaining good relationships with a small number of clients, any adverse change in those relationships could adversely affect our business, financial condition, results of operations and prospects.

### ***Climate change and a transition to a lower carbon economy may disrupt supply chains and lead to decreases in consumer demand and the size of the market for certain of our energy products.***

Climate change could cause severe weather events, including significant rainfall, flooding, increased frequency or intensity of wildfires, prolonged drought, rising sea levels and rising heat index, which could disrupt our and our clients' supply chains and otherwise adversely affect the businesses of our clients and, in turn, their ability to meet their financial obligations to us. For example, extreme weather caused by climate change could impact the growing seasons, water availability and crop productivity of the agriculture industry and, as a result, adversely affect the financial condition and prospects of our agriculture clients.

Laws, regulations, policies, social attitudes, client preferences, market responses and technological developments and innovations relating to climate change and the transition to a lower carbon economy could also adversely affect our business, financial condition, results of operations and prospects. See "*—Environmental, social and governance factors are key and growing focus areas for politicians, policy makers, regulators, investors, activists and consumers worldwide. If we fail to keep pace with the growing body of legislative and regulatory reform in this area and regulator and client expectations, our business may be adversely affected.*"

If regulatory incentives alter fuel or power choices, there may be a decrease in the size of the markets for certain energy products where we historically had significant market shares (such as fuel oil). We may fail to capture market share as interest increases in new energy products (such as renewables) or adequately price future assumptions for these new commodities. Depending on the nature and speed of any such changes, we may be unable to successfully compete in or transition away from oil and gas to renewable commodity markets or from crude oil and residual fuel to middle distillates or higher distillates, such as liquid natural gas. Failure to make such a transition may result in decreased revenue, which could adversely affect our business, financial condition, results of operations and prospects.

### ***We will need to replace, upgrade and expand our computer and communications systems in response to technological or market developments, and the failure to do so could adversely***

***affect the performance and reliability of such systems and networks, and as a result, our ability to conduct business.***

Any failure to adequately maintain and develop our computer and communications systems and networks could adversely affect the performance and reliability of such systems and networks, which in turn could harm our business.

The markets in which we compete are characterized by rapidly changing technology, evolving client demand and uses of our products and services and the emergence of new industry standards and practices. Changes in any of these factors could render our existing technology and systems obsolete or undermine the attractiveness of new products and services that we develop. Our future success will depend in part on our ability to anticipate and adapt to technological advances, evolving client demands and changing standards in a timely, cost-efficient and competitive manner and to upgrade and expand our systems and client offerings accordingly.

Any further upgrades or expansions in technology and the use of such technology may require significant expenditures. Updates to our systems may result in program errors, which could negatively impact our business and our clients. We may fail to update and expand our systems adequately, and any upgrade or expansion attempts may not be successful or accepted by the marketplace or our clients. If we fail to update and expand our systems and technology adequately, or to adapt our systems and technology to meet evolving client demands (particularly in more conservative markets such as the United States) or emerging industry standards, we may be unable to compete effectively. Our failure to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects.

***If we lose access to our premises or become unable to operate from our facilities, our ability to conduct our business may be limited.***

Our employees operate from premises that provide the necessary facilities and systems to enable them to carry out their roles. Our disaster recovery sites, work-from-home policies and capabilities and business continuity plans may not cover all activities within our business. If our business continuity plans do not operate effectively, or if our work-from-home capabilities fail, our business may be adversely affected. Any of the above factors could adversely affect our business, financial condition, results of operations and prospects.

***Acquisitions may expose us to regulatory or legal proceedings, which could adversely impact our reputation and result in financial losses.***

When acquiring a business, we may enter into an agreement with the seller to acquire either the entire share capital of the target company or all or certain assets of the target company. If we identify a specific matter during the due diligence process that could expose us to litigation or other material risks, we may structure the transaction so that instead of acquiring the target company from the seller, we acquire substantially all the assets of such company but exclude specific liabilities from the transaction. In such case, the company and the excluded liabilities would remain with the seller.

Despite these arrangements, we may nevertheless become involved in legal proceedings after an acquisition is completed. For example, a third party may initiate a claim against us, instead of the seller, in connection with liabilities that were specifically excluded from the scope of the acquisition, which may cause us to suffer reputational damage. If we are required to pay any fees, including legal fees, as a result, we may need to seek compensation from the seller, which may be difficult to obtain. In addition, we may become involved in regulatory proceedings in connection with pre-acquisition events. For example, MCMI has been subject to various requests from regulatory bodies and governmental authorities in connection with the FTX bankruptcy and the accounts held with MCMI by FTX's affiliates, Alameda and Emergent.



Even where we are not directly involved in regulatory or legal proceedings, our reputation and/or the reputation of our acquired companies may be adversely affected by pre-acquisition events. For example, in June 2023, the FCA in the United Kingdom fined ED&F Man Capital Markets Limited (the U.K. subsidiary of ED&F Man Capital Markets, which we did not acquire) £17.2 million for failing to ensure that certain dividend arbitrage trading activities that its clients carried out between February 2012 and March 2015 were legitimate. Liability for these activities remained with the ED&F group, as we had identified these as a risk during our due diligence process and intentionally structured our acquisition of ED&F Man Capital Markets in the United Kingdom as an asset sale to exclude any such losses or liabilities. However, our association with ED&F Man Capital Markets Limited and the press coverage of the fine caused us to contact certain press agencies to correct certain facts from the way they were initially reported. We have also been incorrectly served with legal proceedings in connection with the same activities.

Regulatory or legal proceedings arising from an acquisition could also divert our management team and resources away from core business activities and the execution of our business strategy. Our failure to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects.

***If we fail to identify and complete further acquisitions on favorable terms or at all, or fail to effectively integrate our acquisitions, our future growth could be adversely affected.***

Since 2019, we have made numerous acquisitions of varying sizes in the United Kingdom, United States, APAC region and Europe, including CSC, RCG, X-Change Financial Access LLC (“XFA”), ED&F Man Capital Markets, the brokerage business of OTCex/HPC and Cowen’s legacy prime brokerage and outsourced trading business. A significant portion of our historical growth has been achieved through strategic acquisitions. We believe acquisitions will continue to form a central pillar of our growth strategy going forward.

Our ability to successfully identify and complete further acquisitions will depend on many factors, including:

- the availability of suitable acquisition opportunities;
- obtaining any required financing on suitable terms;
- the level of competition from other companies, which may have greater financial resources;
- our ability to value potential acquisition opportunities accurately and negotiate acceptable terms for those opportunities; and
- our ability to obtain approvals and licenses from the relevant governmental authorities and to comply with applicable laws and regulations without incurring undue costs and delays.

Acquisitions may also divert significant management time and attention from the ongoing development and operation of our business. Any of these factors could adversely affect our ability to identify and complete further acquisitions on favorable terms or at all. If we negotiate acquisitions that are not ultimately consummated, such negotiations could divert management time from core business activities and result in significant out-of-pocket costs.

Even if we are able to acquire other businesses, we may encounter challenges when integrating acquisitions into our business, including challenges that we cannot anticipate or foresee at the time of acquisition. If we fail to retain the existing clients of the acquired companies or to retain and assimilate such companies’ key personnel, the expected revenue and cost synergies associated with such acquisitions may not be realized in full or at all. The process of integrating any acquisitions may also

take longer than expected. If we encounter any unforeseen legal, regulatory, contractual, employment or other issues or significant unexpected liabilities or contingencies, the integration process may be further delayed.

Other challenges may arise during the integration process. We may fail to effectively integrate the acquired business into our financial reporting, information technology and/or risk management frameworks. As our business continues to grow, we will be required to further develop and enhance our managerial, operational and other resources and to embed effective internal controls and governance procedures at a rate that is commensurate to the growth of our business. If we fail to effectively manage the integration process, we may be subject to additional regulatory scrutiny and the potential for regulatory sanctions, increased compliance and other costs and damage to our reputation. After the integration process is complete, we may fail to realize the expected benefits of our acquisitions. Since a significant portion of our historical growth, including our recent growth, has been achieved through acquisitions, any failure to successfully manage these risks may adversely affect our business, financial condition, results of operations and prospects.

***Our due diligence in connection with acquisitions may not effectively identify, or the seller may omit to disclose, material matters that could expose us to legal proceedings or regulatory action or result in reputational harm and/or financial loss.***

When conducting due diligence and assessing an acquisition target prior to completion, our management team and our legal and financial advisers rely on the resources available to them, including information and data regarding an acquisition target that the seller will have provided directly. Our management team and advisers may not be able to confirm the completeness, genuineness or accuracy of such information and data. As a result, we depend on the integrity and accuracy of the seller and any parties that act on the seller's behalf. The due diligence process may also be expedited where we are seeking to take advantage of short-lived acquisition opportunities. As a result, the available information at the time of an acquisition decision may be limited, inaccurate and/or incomplete, and our management team and advisers may not have sufficient time to fully evaluate such information even if it is available.

The due diligence process may not reveal or highlight all relevant facts that may be necessary or helpful when we are evaluating an acquisition opportunity. For example, we may fail to identify or assess the magnitude of certain liabilities, shortcomings or other circumstances when we are determining the value of an acquisition target. We will also make subjective judgments about the results of operations, financial condition and prospects of an acquisition target. If the due diligence process fails to correctly identify material risks and liabilities, or if we consider such material risks to be commercially acceptable relative to the opportunity and we do not receive adequate recourse for such risks, we may not be able to recover our losses from the seller. We may also have to litigate to recover losses, which may be costly and divert management attention, and we may suffer reputational damage as a result.

The value of an acquisition target may also be affected by fraud, misrepresentation or omission by the seller, its advisers or other parties. Such fraud, misrepresentation or omission may artificially inflate our valuation of the acquisition target, causing us to overpay, or increase the risk that the acquired company is subject to unforeseen litigation or regulatory action after completion. Any of the above factors could adversely affect our business, financial condition, results of operations and prospects.

***Our risk management policies and procedures may leave us exposed to unidentified or unanticipated risk, which could harm our business.***

Our risk management policies and procedures may not be fully effective in mitigating our risk exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Our risk management policies and procedures rely on a combination of technology and human controls and supervision that are subject to error and failure. Some of our methods for managing risk are discretionary by nature and are based on internally developed controls and observed historical market behavior and also involve reliance on standard industry practices. These methods may not adequately prevent losses, particularly as they relate to extreme market movements, which may be significantly greater than historical fluctuations in the market. In addition, our risk management policies and procedures may not adequately prevent losses due to technical errors if our testing and quality control practices are not effective in preventing software or hardware failures.

To the extent that we elect to adjust our risk management policies and procedures to allow for an increase in risk tolerance, we will be exposed to the risk of greater losses. For example, we currently use two methods for measuring VaR across our businesses, as part of the business that we acquired from ED&F Man Capital Markets used a different VaR model. Because we do not use one consistent measure of VaR, there is a risk that we might be exposed to unidentified or unanticipated risks, such as the risk that the aggregate impact of a market event may be incorrectly assessed and/or that a concentration risk to an underlying product may be inaccurately measured. As a result, we recognize the limitations by augmenting our VaR metrics under different methodologies and measures of risk, and we apply a wide range of stress testing, both on individual portfolios and on our consolidated positions. We continue to develop our VaR framework and risk sensitivities to help us ensure a more consistent method of risk management for all desks.

Even if our risk management procedures are effective in mitigating known risks, new unanticipated risks may arise, and we may not be protected against significant financial loss stemming from these unanticipated risks. These new risks may emerge if, among other reasons, regulators adopt new interpretations of existing laws, new laws are adopted or third parties initiate litigation against us based on new, novel or unanticipated legal theories. Our risk management policies and procedures may not prevent us from experiencing a material adverse effect on our financial condition and results of operations and cash flows.

### **Risks Relating to Our Financial Position**

***Changes in judgments, estimates and assumptions made by management in the application of our accounting policies may result in significant changes to our reported financial condition and results of operations.***

Accounting policies and methods are fundamental to how we record and report our financial condition and results of operations. In the application of our accounting policies, management must make judgments, estimates and assumptions about the carrying amounts of assets and liabilities that are not readily apparent from other sources.

These judgments, estimates and assumptions are based on historical experience and other factors that are considered relevant. Judgments, estimates and assumptions are reviewed on an ongoing basis and revisions to accounting estimates are recognized in the accounting period in which an estimate is revised. Actual results may differ from these estimates, and revisions to estimates can result in significant changes to the carrying value of assets and liabilities.

Because of the uncertainty surrounding management's judgments and related estimates, we may make changes in accounting judgments or estimates that have a significant effect on the reported value of our assets and liabilities and our reported results of operations and financial position.

***We require financial liquidity to facilitate our day-to-day operations. Lack of sufficient liquidity could adversely impact our operations and limit our future growth potential.***

We require substantial financial liquidity to facilitate our operations. Our business involves the establishment and carrying of substantial open positions for our clients on exchanges and in the OTC derivatives markets. We must post and maintain margin or credit support for these positions. Significant adverse price movements can occur that require us to post margin or other deposits on short notice, whether or not we are able to collect additional margin or credit support from our clients.

We may depend on our debt financing arrangements to fund margin calls and other operating activities. Any limitations on these sources of liquidity may limit our future growth potential. Our failure to fund margin calls and other operating activities, or a general lack of sufficient liquidity, may prohibit us from developing, enhancing and growing our business, taking advantage of future opportunities and responding to competitive pressure, any of which may adversely affect our business, financial condition, results of operations and prospects. We also rely on our Structured Notes Program as an important source of liquidity, as we are able to issue warrants, certificates or notes, including auto callable, fixed, stability and capital-linked notes with varied terms, pursuant to this program. As of December 31, 2023, we had \$1,850 million debt securities outstanding under this program, and some of these debt securities include early redemption clauses that may be exercised at the election of the investor if certain underlying conditions are met. If a large amount of investors are able to redeem these debt securities, this could negatively impact our liquidity. See “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Debt Programs.*” If our Hedging and Investment Solutions business is unable to sell structured notes to investors, either because of a credit downgrade or for any other reason, this may limit our future growth, and we may need to raise additional funds externally, either in the form of debt or equity.

***Changes to our credit ratings may impact our access to liquidity and future growth potential.***

We have a Euro Medium Term Note Program (“EMTN Program”) and have issued a Fixed Rate Reset Perpetual Subordinated Contingent Convertible Notes Program (“AT1 Securities”). In addition, we have a Public Offer Program, a Structured Notes Program and a Tier 2 Capital Structured Notes Program (the “Tier 2 Program”) within Marex Financial, our subsidiary, as issuer or co-issuer, which offer investors returns that are linked to the performance of a variety of asset classes. A downgrade of our or Marex Financial’s credit rating could have a material adverse effect on our ability to issue and sell the securities under the EMTN Program, Public Offer Program, Structured Notes Program or the Tier 2 Program or issue additional AT1 Securities, as, in either case, the securities would be less attractive to potential investors. Our clients’ confidence in our business may also be affected by any credit rating downgrade. See “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Debt Programs.*”

If we experience a credit rating downgrade, we may be unable to renew the revolving credit facility we have with HSBC Bank PLC, Barclays Bank plc, Bank of China Limited, London Branch and Industrial and Commercial Bank of China Limited, London Branch (the “Marex Revolving Credit Facility”), the revolving credit facility MCFI has with BMO Harris Bank N.A. (now BMO Bank N.A.) and a syndicate of lenders (the “MCFI Revolving Credit Facility”) or the uncommitted securities financing facility with BMO Harris Bank N.A. (now BMO Bank N.A.) (the “MCFI Credit Facility” and, together with the Marex Revolving Credit Facility and the MCFI Revolving Credit Facility, the “Credit Facilities”) at the end of each of the respective terms. See “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Credit Facilities.*” In such event, it may not be possible to replace our Credit Facilities with another instrument on commercially favorable terms or at all. If any of our Credit Facilities are unavailable, we may need to raise additional funds externally, either in the form of debt or equity.

Failure to maintain sufficient liquidity because of a credit downgrade may limit our future growth potential. Moreover, because we enter into certain OTC derivative transactions as principal and issue structured notes to investors, a lower credit rating would make our Hedging and Investment Solutions business less attractive to current and prospective clients. Our failure to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects.

***Investor claims, litigation or regulatory scrutiny may limit our ability to use the Structured Notes Program, the Public Offer Program and the EMTN Program as sources of liquidity or result in losses or reputational damage.***

The Structured Notes Program, the Public Offer Program and the EMTN Program are important sources of liquidity for our business. The value and quoted price of the structured notes issued under the Structured Notes Program and the Public Offer Program and notes issued under the EMTN Program at any time will reflect many factors and cannot be predicted. The following factors, among others, many of which are beyond our control, may influence the market value of the notes:

- interest rates and yield rates in credit markets;
- the time remaining until the notes mature;
- our creditworthiness, whether actual or perceived, including any actual or anticipated upgrades or downgrades in our credit ratings or changes in other credit measures; and
- in the case of the structured notes:
  - the volatility of the levels of the underlying assets;
  - whether the notes are linked to a single underlying asset or a basket of underlying assets;
  - the level, price, value or other measure of the underlying asset(s) to which the notes are linked; and
  - economic, financial, regulatory, geographic, judicial, political and other developments that affect the level, value or price of the underlying asset(s), and any actual or anticipated changes in those factors.

Changes in the above factors may adversely affect the value of the notes, including the price an investor may receive for the notes in a secondary market transaction. A decrease in the price an investor may receive for the notes may expose us to investor lawsuits and claims regarding potential mis-selling or accusations of misrepresentations regarding the notes. Such claims, and the associated reputational damage, may impact our ability to market, and investor demand for, the Structured Notes Program, the Public Offer Program and the EMTN Program. Our failure to market the Structured Notes Program, the Public Offer Program or the EMTN Program, or a lack of investor demand for the notes issued under either program, may decrease our net liquidity reserves. See *“Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Debt Programs.”*

We use third-party distributors to distribute structured notes to investors. If the distributors breach their contractual obligations to us to appropriately distribute the structured notes to the target market that we have identified, or misrepresent the financial performance of the notes, we may be subject to mis-selling claims from investors in the structured notes. A distributor may otherwise breach its contractual obligations to us. For example, in 2020, one of our distributors failed to fulfill investor orders it had communicated to us and for which we had already entered into hedging transactions. As a result, we experienced losses of \$1.9 million when the hedging transactions had to be unwound.

Any of the above factors may impair our development and use of the Structured Notes Program, the Public Offer Program or the EMTN Program and adversely affect our business, financial condition, results of operations and prospects.

***A significant decrease in investor demand for the AT1 Securities could adversely impact our ability to issue further AT1 Securities to satisfy our capital requirements.***

Recently, there has been uncertainty as to the regulatory treatment of contingent convertible securities, like our Fixed Rate Reset Perpetual Subordinated Contingent Convertible Notes (“AT1 Securities”), in times of financial turmoil. For example, as part of the sale of Credit Suisse Group AG (“Credit Suisse”) to UBS Group AG (“UBS”) announced in March 2023, the Swiss Financial Market Supervisory Authority (“FINMA”) issued a decree ordering the write-down of outstanding Credit Suisse Additional Tier 1 instruments (the “AT1 Instruments”), comprising an aggregate nominal value of approximately CHF 16 billion (\$17.3 billion). The write-down, which was implemented pursuant to the contractual terms of the AT1 Instruments, was enforced notwithstanding the ability of the holders of Credit Suisse ordinary shares to receive consideration in connection with the sale to UBS.

In times of financial stress, there is no guarantee that common equity will remain the first to absorb losses in case of resolution or insolvency, including under governing laws other than Swiss law, and that only after their full use would Additional Tier 1 instruments be converted into equity or written down. If our AT1 Securities are converted into ordinary shares, the number of our ordinary shares issued and outstanding would increase, and our existing shareholders would experience dilution. Further write-downs of Additional Tier 1 instruments in response to unexpected circumstances could adversely impact investor demand for Additional Tier 1 instruments going forward, including demand for our issuance of the AT1 Securities. If investor demand for the AT1 Securities declines, we may need to rely on other instruments to satisfy our capital requirements, and failure to meet our capital requirements could lead to materially adverse regulatory enforcement proceedings or a downgrade in our credit ratings from S&P and Fitch. Our failure to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects.

***The agreements governing our Credit Facilities and other debt contain financial covenants that impose restrictions on our business.***

The agreements governing our Credit Facilities, Structured Notes Program, Public Offer Program, EMTN Program and other debt impose significant operating and financial restrictions and limit our ability and that of our restricted subsidiaries to incur and guarantee additional indebtedness or make other distributions in respect of, or repurchase or redeem, capital stock and prepay, redeem or repurchase certain debt, among other restrictions. See “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources.*”

Our failure to comply with these restrictive covenants, as well as others contained in any future debt instruments we may enter into from time to time, could result in an event of default, which, if not cured or waived, could have a material adverse effect on our business, financial condition and results of operations and require us to repay these borrowings before their maturity. Our inability to generate sufficient cash flow to satisfy our debt obligations, to obtain additional debt or to refinance our obligations on commercially reasonable terms would have a material adverse effect on our business, financial condition and results of operations.

#### **Risks Relating to Regulation**

***If we fail to comply with applicable law and regulation, we may be subject to enforcement or other action, forced to cease providing certain services, either generally or to certain categories of clients, or obliged to change the scope or nature of our operations.***

We operate in a highly regulated environment. Our business includes multiple entities that are regulated by financial services regulators in different jurisdictions, including but not limited to:

- the FCA in the United Kingdom;

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- the AMF and the ACPR in France;
- the Securities & Investments Commission in Australia;
- the Alberta Securities Commission in Canada;
- the Central Bank of Ireland;
- the Companies and Exchange Commission (*Commissione Nazionale per le Società e la Borsa*) in Italy;
- the Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*) in Portugal;
- the National Securities Market Commission (*Comisión Nacional del Mercado de Valores*) in Spain;
- the Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) in Germany;
- the Securities and Commodities Authority and the Financial Services Authority in Dubai;
- the Securities and Futures Commission in Hong Kong;
- the Monetary Authority of Singapore; and
- the CFTC, the SEC, FINRA, and the NFA in the United States.

Our failure to comply with applicable regulatory requirements, including with respect to anti-financial crime regulations (including those pertaining to sanctions, AML, anti-corruption, tax evasion and fraud), regulatory capital requirements, conduct of business, governance, reporting obligations and oversight of our internal control environment, could subject us to regulatory enforcement or other actions.

As we grow and diversify our business by expanding into new jurisdictions, services and products, we will be required to operate within new regulatory frameworks. Such new frameworks can be complex, and even where we have consulted local specialists, there is a risk that we may fail to understand or fully implement certain regulatory requirements. This, in turn, may expose us to regulatory inquiries, enforcement or other action as well as reputational damage.

Equally, the regulatory landscape is constantly evolving in the markets in which we operate (including where we are not currently regulated), with rules and guidance changing frequently, typically increasing our regulatory and compliance obligations and ongoing responsibilities to the markets and our clients. Failure to keep up to date on these developments and implement them correctly and in a timely way may expose us to regulatory inquiries, enforcement or other action as well as reputational damage.

Regulatory compliance requires a significant commitment of resources. Our ability to comply with applicable law and regulation largely depends on our establishment and maintenance of compliance, risk, control and reporting systems, as well as our ability to attract and retain qualified compliance, risk and other control function personnel. These requirements may require us to make future changes to our management and support, control and oversight structure that could significantly increase our costs. We make numerous reports to regulators about relevant trading activities, both on our own behalf and on behalf of certain of our clients. If we fail to make such reports, or make any errors or discrepancies in such reporting, we could be subject to enforcement or other regulatory actions.

This could similarly expose us to litigation, regulatory inquiries, enforcement or other action, as well as reputational damage. Regulators have broad powers to investigate and enforce compliance with applicable rules and regulations, including the ability to require the appointment of a skilled

person, appoint investigators, impose censures or financial penalties on us, fine, suspend or prohibit our employees from performing regulated activities or limit or withdraw authorizations that we require to operate portions of our business.

We have failed in the past, and may fail in the future, to comply with certain regulatory requirements and have been subject to fines and other orders by U.S. and other regulators and self-regulatory organizations (“SROs”) (including, but not limited to, the CFTC, the Chicago Mercantile Exchange and Nasdaq) in connection with certain of our activities. We have also, from time to time, been subject to immaterial fines by U.S. and global regulators and SROs in connection with routine exchange supervisory oversight. Our failure to address these or any future supervisory action, investigations or enforcement actions could adversely affect our reputation, result in losses of clients and employees, reduce our ability to compete effectively, result in financial losses or result in potential litigation, regulatory actions or penalties (including the imposition of limits on, or withdrawals of, regulatory authorizations). Our failure to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects.

Companies in the financial services industry have been subject to an increasingly regulated environment over recent years, and penalties and fines sought by regulatory authorities have increased considerably. In addition, following recent news, congressional, regulatory and news media attention to U.S. equities market structure and the regulatory and enforcement environment more generally, has created uncertainty with respect to various types of transactions that historically had been entered into by financial services firms and that were generally believed to be permissible and appropriate. The relationships between broker-dealers and market making firms, short selling and “high frequency” and other forms of low latency or electronic trading strategies continue to be the focus of extensive regulatory scrutiny by federal, state and foreign regulators and SROs, and such scrutiny is likely to continue.

***We and our businesses are subject to regulation by the CFTC, the NFA, the SEC, FINRA and other regulatory and self-regulatory organizations. Complying with relevant regulations may result in significant costs and expenses and adversely affect our business, financial condition and results of operations.***

Certain Marex entities are subject to significant governmental regulation in the United States and are required to comply with requirements imposed by the CFTC, the NFA, the SEC, FINRA and other regulatory and self-regulatory organizations. The Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) amended the Commodity Exchange Act, as amended (“CEA”) to provide for federal regulation of the OTC derivatives market and entities, such as us, that may participate in those markets. The CFTC is responsible for enforcing the CEA and has broad enforcement authority over commodity futures and options contracts traded on regulated exchanges as well as other commodities trading in interstate commerce. Designated by the CFTC as a registered futures association, the NFA is the industrywide, SRO for the U.S. derivatives industry. The NFA has the authority to implement what it believes are best practices for the industry, create rules that its members must follow and impose fines or revoke the membership of its members. To that end, the Marex entities subject to regulation by the CFTC, the NFA or other SROs must comply with the requirements set out by the CEA, NFA or other applicable law including, as applicable, minimum financial and reporting requirements, the establishment of risk management programs, use of segregated accounts for customer funds, maintenance of record keeping measures and, in particular, the requirement that trade execution and communications systems be able to handle anticipated present and future peak trading volumes. The SEC is responsible for enforcing U.S. federal securities laws, including the Securities Act of 1933, as amended (the “Securities Act”) and the Exchange Act. The SEC has broad enforcement authority over public companies, investment firms and broker-dealers involved in issuing and transacting in securities on regulated exchanges and OTC markets. FINRA is an SRO authorized by the SEC to oversee and regulate member firms and their registered representatives. As part of its regulatory authority, FINRA periodically conducts regulatory exams of its member firms. FINRA licenses individuals and admits firms



to the industry, writes rules to govern their behavior subject to oversight and approval by the SEC, examines them for regulatory compliance, and disciplines registered representatives and member firms that fail to comply with federal securities laws and FINRA's rules and regulations.

Regulators including but not limited to the CFTC, the NFA, the SEC, FINRA and other regulatory and self-regulatory organizations continue to review and refine their rulemakings through additional interpretive guidance, staff no-action relief and supplemental rulemakings. As a result, any new regulations, or modifications to or interpretations of existing regulations, could significantly increase the cost of derivatives and securities transactions, materially alter the terms of derivative contracts, reduce the availability of derivatives to protect against risks encountered, reduce our ability to close out or restructure our existing derivatives contracts, reduce our ability to facilitate securities transactions and increase our exposure to counterparties. If we are limited in our use of derivatives in the future as a result of amendments to regulations promulgated under the Dodd-Frank Act, our results of operations may become more volatile and our cash flows may be less predictable, which could adversely affect the ability to plan for and fund capital expenditures.

***Our current regulatory authorizations could be withdrawn or limited, or we may be unable to obtain the necessary authorizations to expand our business into new jurisdictions.***

The loss of, or the imposition of material limitations or conditions on, any of our authorizations, permissions or licenses to carry on regulated business could materially impact our operating model.

The loss of any FCA, CFTC, NFA, SEC, FINRA or other authorizations, permissions, licenses or registrations would limit our operations in the United Kingdom, the United States and other relevant jurisdictions. Because the United Kingdom and the United States contributed a significant proportion of our operating profit for the years ended December 31, 2023, 2022 and 2021, limitations on our operations in either of those jurisdictions would have a material adverse effect on our business. We also operate an Organized Trading Facility ("OTF") as defined in MiFID II (including as implemented and on-shored (as relevant) in the United Kingdom and as amended from time to time) in three entities: Marex Spectron Europe Limited ("MSEL") in Ireland, Marex SA in France and HPC Investment Services Limited in the United Kingdom. The loss of permission to operate these OTFs could impact clients of our Agency and Execution business who require their trades to be executed on an OTF. This could cause certain of our clients to move their business to a competing OTF operator.

If we fail to comply with applicable law and regulation, we may lose our existing authorizations, permissions, licenses or registrations, and we may be unable to obtain such new approvals in those jurisdictions or elsewhere as needed to continue to provide our business. Other factors, such as a transfer of oversight to a new regulator or a change in regulatory or government policy, could also affect these matters. Our failure to maintain or obtain regulatory authorizations, permissions, licenses or registrations in new jurisdictions could prevent us from maintaining or expanding our business.

Any of these risks could adversely affect our business, financial condition, results of operations and prospects.

***Changes in law and regulation could have direct and indirect adverse impacts on our business, activities, clients, market dynamics and structure.***

We are subject to the continued risk of legislative and regulatory change, which may further affect our business. We operate in highly regulated environments and are regulated by financial regulators in a number of different jurisdictions, including but not limited to the FCA in the United Kingdom and the CFTC, the NFA and the SEC in the United States. Financial regulators may propose or adopt new rules, or new interpretations of existing rules, and certain market participants, SROs, government officials and regulators have requested that governmental and regulatory authorities, including U.S.

Congress, the SEC and the CFTC, propose and adopt additional laws and rules. These include rules relating to payment for order flow, which the FCA and the European Securities and Markets Authority (“ESMA”) have both highlighted as raising issues relating to conflicts of interest, off-exchange trading, additional registration requirements, restrictions on co-location, order-to-execution ratios, minimum quote life for orders, incremental messaging fees to be imposed by exchanges for “excessive” order placements and/or cancellations, further transaction taxes, tick sizes, changes to maker/taker rebates programs and other market structure proposals.

The impact of regulatory change can be direct, for example, by impacting the way in which trading in one or more products (whether exchange-traded or OTC derivatives) is undertaken (which might, for example, reduce our role as an intermediary in those markets), or through the introduction of new requirements relating to how we operate as an intermediary and that we are unable to respond to in a satisfactory way. Changes in rules to enhance client protection or to regulate the operation of markets might restrict the scope of our activities or increase our costs and expenses. In particular, changes in rules to enhance client protection or to regulate the operation of markets might restrict the scope of our activities or may require us to obtain new permissions to continue our activities.

The impact of regulatory change can also be indirect. For example, regulatory changes could affect our clients and their willingness or ability to trade. Regulatory changes could increase our clients’ costs, which could, in turn, reduce our transaction volumes. These or similar changes might also create new types of competition between us and other providers of similar services and products, or put us at a disadvantage relative to our competitors operating in different regulatory environments.

We may incur significant costs to enable us to comply with new regulations (for example, costs associated with establishing the necessary systems and procedures and training personnel). Even if we are successful in adapting our services, the initial and ongoing compliance costs may significantly increase our costs and expenses.

We may incur significant costs to comply with new regulations and respond to regulators’ enquiries and supervision (for example, costs to establish the necessary systems and procedures and training personnel). We may also face significant additional costs because of changes to reflect developing best practice or regulators’ expectations relating to the financial markets (for example, by enhancing our risk management controls). Divergence between the U.K. and E.U. regulatory regimes as a result of Brexit could also further increase our overall compliance burden. Even if we successfully adapt our services, the initial and ongoing compliance costs may require additional investment in management and support resources and significantly increase our cost base. See “—*The United Kingdom’s withdrawal from the European Union has adversely affected, and may further adversely affect, our business for multiple reasons that are beyond our control, including adversely affecting economic growth and reducing overall levels of trading activities and the costs of such activities between the United Kingdom and the European Union.*”

Our failure to adapt or deliver services that are compliant with new regulation could significantly adversely affect our business and our competitive position, which would in turn reduce our revenue and profitability. Future regulatory reform may require us to make more fundamental changes in our business model, which could materially impact our business, financial condition and results of operations. Our failure to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects.

***We may be required to comply with new regulation when we expand into new markets, launch new businesses or expand existing businesses or when we acquire other companies and businesses.***

We may develop our activities, acquire new businesses or undertake other changes to our business that affect the composition of our client base or the geographic markets in which we operate.

This could bring us within the scope of new rules, regulations and registration requirements in various jurisdictions, which could increase our regulatory burden and require us to incur additional costs to develop systems and procedures to ensure compliance. It could also increase the risk of infringement of rules and regulations, which may have serious adverse impacts for our business. In the United States, for example, significant organic growth of our U.S. OTC derivatives business, if and to the extent, combined with the growth generated through our acquisition of ED&F Man Capital Markets in the future, could trigger certain quantitative thresholds that might require the relevant Marex entity to register as a swap dealer or major swap participant.

Future acquisitions could also cause us to become subject to additional regulations in new or existing markets. We may need to invest in additional resources to meet these requirements, such as additional risk management and compliance resources. In certain cases, we may be unfamiliar with these additional regulatory requirements, which could increase the cost of compliance and the risk of infringement. Any of the above factors could adversely affect our business, financial condition, results of operations and prospects.

***The amount of capital that we are required to hold or the liquidity requirements applicable to our business may increase in the future, which could limit our operational flexibility and our ability to pay dividends. Our failure to maintain excesses over the minimum levels of capital and liquidity required could also subject us to action by regulators or force us to change the scope of our operations.***

Changes in our regulatory environment or our business, or the imposition of new or increased regulatory requirements, could result in increased capital or liquidity requirements at the level of the holding company of Marex or individual regulated subsidiaries, or both. For example, the provisions of the Prudential sourcebook for MiFID Investment Firms (the "MIFIDPRU Sourcebook" in the FCA's handbook of rules and guidance (the "FCA Handbook")) and provisions of any legislation, rules and/or guidance that implement or complement the provisions of the MIFIDPRU Sourcebook (the "IFPR Rules") apply to our business, as do the provisions of the SEC's Net Capital Rule 15c3-1 under the Exchange Act. The IFPR Rules have caused us to incur implementation and additional compliance costs. We assess the impact of the IFPR Rules on our business and operations on at least an annual basis as part of our Internal Capital Adequacy and Risk Assessment. However, the full impact of the IFPR Rules on our business is not yet certain and may require changes to our capital structure or operations.

Our regulatory capital and liquidity assessments are subject to regular supervisory review by the FCA, CFTC, NFA, SEC, FINRA and other regulatory and self-regulatory bodies. The FCA generally imposes a scalar and other add-ons, and these are subject to change and may increase in the future. Our own assessment of these requirements is also subject to change from time to time and may increase in the future. Increases in individual or consolidated capital or liquidity requirements may restrict the ability of an entity to distribute its earnings within our group or require additional capital to be injected into our business or an individual entity. This may restrict our ability to pay interest, principal and dividends, or require us to raise additional capital or increase our indebtedness. As a result, these regulations may limit our flexibility regarding our capital structure.

Changes to our capital requirements, or our ability to meet them, including changes in insolvency law in any material jurisdiction, could limit or prevent us from treating client exposures on a net basis under the IFPR Rules. This could require us to hold additional capital. Our failure to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects.

***Our financial position and results of operations could be adversely affected by changes in taxation rates and regimes, failure to comply with tax requirements, and from challenges by tax authorities.***

We are subject to taxes in the various jurisdictions in which we operate, and as a result, we are exposed to changes in taxation rules and regulations (possibly with retroactive effect), which could require us to pay additional tax amounts, fines or penalties, surcharges and interest charges for past amounts due, the amounts and timing of which are difficult to discern. Failure to comply with all local tax rules and regulations may subject us to penalties and fines. Furthermore, changes to tax laws on income, sales, use, import/export, indirect or other tax laws, statutes, rules, regulations or ordinances on multinational corporations continue to be considered by countries in the European Union, the United States and other countries where we currently operate or plan to operate, such as the Anti-Tax Avoidance Directives, as well as the Base Erosion and Profit Shifting reporting requirements, mandated and/or recommended by the European Union, G8, G20 and Organization for Economic Cooperation and Development, including the imposition of a minimum global effective tax rate for multinational businesses (Pillar Two). These contemplated tax initiatives, if finalized and adopted by countries, and the other tax issues described above may materially and adversely impact our operating activities, effective tax rate, deferred tax assets, operating income and cash flows.

Any changes in taxation rates and regimes, such as the recently proposed Global Minimum Tax deal of 15% on the profits of multinationals, may require an increased proportion of our profit to be paid in taxation or may cause our activities to become less profitable or unprofitable through the imposition of higher transaction taxes or indirect taxes on us or our clients. Our effective tax rate rose significantly in 2023 in line with the increase in the U.K. corporation tax rate and as a result of material non-deductible costs incurred in the year. The increase in the headline rate of U.K. corporation tax from 19% to 25% may adversely affect our cash flows and profitability after tax in future periods. If we are subject to challenge from tax authorities on these or other matters, we may have to make significant tax payments in the future. Any of the above factors could adversely affect our business, financial condition, results of operations and prospects.

***We may incur significant tax risks and inherit significant tax liabilities in connection with our acquisitions.***

We may be exposed to significant tax risks in connection with our acquisitions, including risks relating to restructuring measures that we may implement to achieve a tax-efficient structure. It may not be possible to implement such measures prior to or immediately following the acquisition, and the tax authorities may challenge such measures once they have been implemented. In addition, we may inherit significant tax liabilities in connection with an acquisition, either because we consider such tax liabilities to be commercially acceptable relative to the acquisition opportunity or because such tax liabilities were not identified as part of the due diligence process.

Any recourse available under the related acquisition agreements may not fully protect us from such risks. If these tax exposures materialize in the future, we may incur significant costs due to possible reassessments, interest on late payments or fines and penalties, which could adversely affect our business, financial condition, results of operations and prospects.

***We may be exposed to transfer price risks in connection with our operating activities.***

We take advantage of our international network and centralize our strategic functions. In particular, we transfer and provide goods and services among our corporate group and have adopted an OCED compliant corporate tax transfer pricing model for the billing of intercompany services. There is a risk that tax authorities in individual countries will assess the relevant transfer prices differently

from our tax transfer pricing model and address retroactive tax claims against our subsidiaries. While we consider that our transfer pricing model is fully compliant with all relevant legislation, there can be no assurance that our transfer prices will be accepted by all the relevant authorities. In the event of a material dispute of this nature, we will seek to resolve this through mutual agreement procedures. If they fail to be accepted, this could have a material adverse effect on our business, financial condition and results of operations.

***We are subject to significant regulatory reporting requirements relating to transactions executed with us. Failure to comply with regulatory reporting rules could expose us to the risk of enforcement action by regulators.***

We are subject to various regulatory reporting requirements including best execution, trade and transaction reporting requirements under MiFID II and trade reporting requirements under Regulation (EU) No 648/2012 on OTC derivatives, central counterparties and trade repositories ("EMIR") (in each case, as implemented in the United Kingdom and as amended from time to time). These reporting requirements require us to make public or report to regulators or trade repositories certain information relating to transactions carried on with us or that we have executed. Although we maintain policies and procedures intended to ensure compliance with these requirements, compliance with regulatory reporting requirements has been an area of focus by regulators, with the FCA taking enforcement action against a number of companies in this area. Failure to comply with these rules exposes us to the risk of potential enforcement action by regulators and could adversely affect our business, financial condition, results of operations and prospects.

***We are subject to significant regulatory requirements when we hold client money. Failure to comply with the client money rules could expose us to the risk of litigation or enforcement action by regulators.***

Our subsidiary Marex Financial holds client money in connection with its clearing business, an area of general regulatory focus. In the United Kingdom and the United States, this is a particular regulatory issue, and several other regulated firms have been the subject of enforcement action, including substantial fines, for failure to comply with the client money rules. We may be subject to similar enforcement action in the future if we fail to comply with relevant client money requirements.

The nature and complexity of the client money rules means that compliance failings have occurred in the past and may occur in the future, inadvertently or in situations in which clients do not suffer, or are not materially at risk of suffering, a loss. Any material failure to comply with relevant rules exposes us to various risks, including potential action by regulators and clients, financial loss and adverse impacts on our reputation and relationships with clients.

Marex Financial also holds client money in segregated client accounts with banks and Clearing Houses in accordance with the client money rules, which could expose us to the risk of failings by those entities and could cause us to experience a material loss if we are responsible for losses to clients or Marex Financial has not abided by its obligations. Any of the above factors could adversely affect our business, financial condition, results of operations and prospects.

***Environmental, social and governance factors are key and growing focus areas for politicians, policy makers, regulators, investors, activists and consumers worldwide. If we fail to keep pace with the growing body of legislative and regulatory reform in this area and regulator and client expectations, our business may be adversely affected.***

There has been increasing, complex scrutiny and rapidly evolving expectations, including by governmental and non-governmental organizations, consumer advocacy groups, third-party interest

groups, investors, consumers, employees and other stakeholders, on environmental, social and governance (“ESG”) practices, commitments, performance and disclosures. New ESG-related laws and regulations on disclosure requirements, governance and risk management, benchmarks and the prudential framework have been introduced or enacted in jurisdictions where we operate. Adoption of proposed laws and regulations, or significant expansion of enacted laws and regulations in the future, could introduce new requirements or otherwise materially impact our business and operations.

For example, on March 6, 2024, the SEC finalized rules on climate-related disclosures, including with regards to greenhouse gas emissions and certain climate-related financial statement metrics. We are still assessing the scope and impact of these rules given how recently they were adopted and the subsequent legal challenges against the rules. Such reporting requirements, or any similar requirements, may be complex, and we may incur substantial compliance costs. In addition, in June 2023, the International Sustainability Standards Board (“ISSB”), an entity founded by the IFRS Foundation, finalized its first two IFRS Sustainability Disclosure Standards covering sustainability-related financial information and climate-related disclosures. Various countries have indicated their intent to incorporate, account for or otherwise adopt these ISSB standards as law, including the United Kingdom, Canada, Hong Kong, Singapore, Nigeria, Japan, New Zealand and Australia. In January 2023, the European Union’s Corporate Sustainability Reporting Directive (“CSRD”) took effect. This directive, as implemented by forthcoming European Union Member State legislation, will result in various sustainability disclosures being provided by various entities, including us and our clients, on a phased basis, with the first entities in scope from January 1, 2024, reporting in 2025. Further, in October 2023, the State of California adopted new climate-related laws, which will require in scope entities to disclose their greenhouse gas emissions, to provide a climate-related financial risk report as well as require entities that market, sell, purchase or use voluntary carbon offsets and make certain claims regarding the reduction of greenhouse gas emissions in California or otherwise operate in California to provide information about the offsets annually on their website. The CSRD and the sustainability and climate disclosure standards released by the ISSB, the California climate-related laws and, to the extent they survive legal challenges, the final SEC climate-related rules will each require or otherwise result in significant new sustainability disclosures from various in-scope entities, which we expect will impact us directly and indirectly and result in increased costs and potentially impact our business or reputation to the extent our disclosures are deemed inadequate or false and misleading. On February 23, 2022, the European Commission adopted a proposal for a directive on corporate sustainability due diligence. The new rules aim to ensure that businesses address adverse impacts of their actions, including in their value chains inside and outside Europe. In December 2023, the European Parliament and the Council of the EU reached informal political agreement on the final text of the Corporate Sustainability Due Diligence Directive (“CSDDD”). However, in February 2024, the Council failed to endorse that agreement. In March 2024, the Council proposed a compromise text of the CSDDD. It is now on Parliament plenary agenda for a vote on adoption on April 24, 2024. Once adopted, Member States will have two years to transpose the directive into national law. As a result there remains uncertainty as to the potential impact of this new regime on us and our clients.

We may also be impacted by a series of other ongoing legislative initiatives at the E.U. and U.K. level. In November 2023, the FCA published a Policy Statement on sustainability disclosure requirements (the “SDR”) and investment labels, with the introduction of a multi-tiered labelling system and further entity and product level SDRs to cover environmental and societal impacts, as well as financial risks and rewards. The investment labels, disclosure and naming and marketing rules apply to U.K. asset managers. The FCA also introduced an “anti-greenwashing” rule that will apply to all U.K. regulated firms from May 31, 2024, reiterating that sustainability-related claims must be clear, fair and not misleading. While we are not currently in scope of the SDR regime, new ESG requirements could also materially affect the business and financial condition of our clients and the way they conduct their business, which could indirectly affect us.

A lack of harmonization globally and within jurisdictions in relation to ESG legal and regulatory reform leads to a risk of fragmentation in group level priorities as a result of the different pace of sustainability transition across global jurisdictions. This may create conflicts across our global business, which could risk inhibiting our future implementation of, and compliance with, rapidly developing ESG standards and requirements. Failure to keep pace with the sustainability transition could impact our competitiveness in the market and damage our reputation, resulting in a material impact on our business. In addition, failure to comply with applicable legal and regulatory changes in relation to ESG matters may attract increased regulatory scrutiny of our business and could result in penalties, fines and/or other sanctions being levied against us as well as lawsuits or other proceedings.

Sustainability-related practices differ by region, industry and issue and are evolving accordingly. Our sustainability-related practices or assessment of such practices may change over time. Similarly, new sustainability requirements imposed by jurisdictions in which we do business may result in additional compliance costs, disclosure obligations or other implications or restrictions on our business and/or operations.

Our business, in particular, the type of products we trade, and our client base could exacerbate the effect of new ESG rules. Legislative and regulatory reform could also cause us to change our business or operations, limit opportunities for further expansion, affect our competitive position, cause us to incur significant compliance and risk management costs and lead to a decline in the demand for our services. If our ESG-related data, processes and reporting are incomplete or inaccurate, it could lead to private, regulatory or administrative challenges or proceedings, including with respect to our disclosure controls and procedures, as well as adverse publicity, any of which could damage our reputation and business.

Further, we purchase carbon offsets to help balance our carbon and energy footprints and have incorporated carbon offsets into our renewable product offering. If the cost of carbon offsets were to materially increase or we were required to purchase a significant number of additional offsets, our cost to obtain these offsets could increase materially, which could impact our ability to meet our environmental sustainability objectives or our financial performance. Additionally, we could experience in the future claims or complaints related to our purchase of such offsets as they relate to our statements regarding carbon neutrality or the verification of the carbon offset programs from which we purchase.

Additionally, organizations that provide information to investors and financial institutions on ESG performance and related matters, such as Institutional Shareholder Services and Glass Lewis, have developed ratings processes for evaluating companies on their approach to ESG matters. Such ratings are used by some investors to inform their investment and voting decisions. In addition, many investors have created their own proprietary ratings that inform their investment and voting decisions. Unfavorable ratings or assessment of our ESG practices, including our compliance with certain disclosure standards and frameworks, may lead to negative investor sentiment toward us, which could have a negative impact on our stock price and our access to and cost of capital.

We have communicated, and may in the future communicate, certain additional ESG-or climate-related initiatives and goals to our stakeholders. These initiatives and goals could be difficult and expensive to quantify and implement. In addition, such initiatives and goals are subject to risks and uncertainties, many of which may not be foreseeable or may be beyond our control. We may be criticized for the scope or nature of such initiatives or goals, for any revisions to such initiatives or goals, or for failing, or being perceived to have failed, to achieve such initiatives or goals, or for establishing ESG-related initiatives and goals at all. Further, the disclosure standards or frameworks we choose to align with, or are or will be required to align with, differ in certain aspects and are evolving and may change over time, either of which may result in a lack of consistent or meaningful

comparative data from period to period and/or significant revisions to our goals or reported progress in achieving such goals and aspirations.

Our competitors could have more robust ESG goals and commitments or be more successful at implementing and/or disclosing their ESG matters, goals and commitments, which could cause us to lose clients and adversely affect our reputation. Our competitors could also decide not to establish ESG goals and commitments at a scope or scale that is comparable to our ESG goals and commitments or may not be required to comply with as stringent ESG requirements as we are, which could cause our operating costs to be relatively higher. Any of the above factors could adversely affect our business, financial condition, results of operations and prospects.

***If we become a regulated benchmark administrator, we would be exposed to additional requirements and regulatory risk.***

The E.U. Benchmarks Regulation and the on-shored U.K. Benchmarks Regulation impose onerous requirements on administrators of in-scope benchmarks. We do not currently administer benchmarks; however, changes to our business, particularly in relation to the Financial Products division of our Hedging and Investment Solutions division, could cause us to become a benchmark administrator.

If we are required to become a benchmark administrator to carry on our business, we may need to incur significant time and costs to comply with the additional requirements. If we inadvertently act as a benchmark administrator without appropriate authorization, we would be exposed to the risk of regulatory action. Our failure to successfully manage these risks could adversely affect our business, financial condition, results of operations and prospects. Further, proposals for significant legislative changes to the scope of the E.U. Benchmarks Regulation are currently being considered, and a review of the U.K. Benchmarks Regulation is also due to take place in the coming years. The impact of any such resulting changes to the E.U. and U.K. regimes on our business remains unknown.

***Implementation of and/or changes to the Basel framework, which may affect regulatory capital requirements and liquidity, may impact the treatment of our ordinary shares.***

The Basel Committee on Banking Supervision (“BCBS”) has approved a series of significant changes to the Basel framework for prudential regulation (such changes being referred to by the BCBS as Basel III, and referred to, colloquially, as Basel III in respect of reforms finalized prior to December 7, 2017 and Basel IV in respect of reforms finalized on or following that date). The Basel III/IV reforms, which include revisions to the credit risk framework in general, may result in increased regulatory capital and/or other prudential requirements in respect of certain positions held. The BCBS continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may vary those reforms and/or their timing. Investors in our ordinary shares are responsible for analyzing their own regulatory position and prudential regulation treatment applicable to our ordinary shares and should consult their own advisers in this respect.

***Laws and regulations relating to data privacy, the processing of personal information and cross-border data transfer restrictions are complex and continue to evolve and may subject our business to increased costs, legal claims, fines or reputational damage.***

We receive, store, handle, transmit, use and otherwise process confidential, sensitive and personal information as a critical element of our operations. We also depend on a number of third party vendors in relation to the operation of our business, a number of which process data on our behalf. We and our vendors are subject to a variety of data processing, protection and privacy laws, rules, regulations, industry standards and other requirements, including those that apply generally to the



handling of personal information, and those that are specific to certain industries, sectors, contexts, or locations and which may include those as enacted, implemented and amended in the United States, the European Union (and its member states), the United Kingdom and other applicable jurisdictions (regardless of where we have establishments) from time to time ("Privacy Requirements"). These Privacy Requirements, and their application and interpretation are constantly evolving and developing. Our failure to maintain the confidentiality of information or comply with the Privacy Requirements could impact our ability to trade effectively and could result in significant financial losses, litigation by our clients or other counterparties and regulatory sanctions as well as adverse reputational effects.

For example, we are subject to the E.U. General Data Protection Regulation (EU) 2016/679 (the "E.U. GDPR") and to the U.K. Data Protection Act 2018 and the E.U. General Data Protection Regulation as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union Withdrawal Act 2018 (collectively, the "U.K. GDPR") (the E.U. GDPR and U.K. GDPR collectively referred to as the "GDPR"). The GDPR imposes comprehensive data privacy compliance obligations in relation to the processing, protection and privacy of data relating to directly or indirectly identified or identifiable living individuals ("personal data," with references to personally identifiable information or analogous terms also being covered by this definition), including a principle of accountability and the obligation to demonstrate compliance such as through records of processing, policies, procedures, training and audits as well as obligations in relation to international transfers of personal data and allowing such individuals to exercise certain prescribed rights.

International transfers of personal data to and from the EEA and United Kingdom may become more challenging than they are currently. Recent case law from the Court of Justice of the European Union ("CJEU") stated that reliance on the standard contractual clauses (a standard form of contract approved by the European Commission as an adequate personal data transfer mechanism) may not necessarily be sufficient in all circumstances on its own and transfers must be assessed on a case-by-case basis. It is anticipated that international transfers of personal data from the European Union and United Kingdom to the United States and other jurisdictions will continue to be subject to enhanced scrutiny by regulators. As the regulatory guidance and enforcement landscape in relation to international transfers of personal data continue to develop, we could suffer additional costs, complaints and/or regulatory investigations, sanctions and/or fines, we may have to stop using certain tools and vendors and make other operational changes, we may have to or elect to implement revised international personal data transfer mechanisms for intragroup, client and vendor arrangements within required time frames (such as the Adequacy Decision for entities self-certified under the new EU-US Data Privacy Framework), and/or such developments could otherwise affect the manner in which we provide our services, and could adversely affect our business, operations and financial condition.

Failure to comply with the GDPR could result in penalties for non-compliance. Since we are subject to the supervision of relevant data protection authorities under both the E.U. GDPR and the U.K. GDPR, we could be fined under each regime independently in respect of the same breach. Penalties for breaches (in the worst case) are up to the greater of €20 million / £17.5 million (as applicable) or 4% of our global annual turnover. In addition to fines, a breach of the GDPR may result in regulatory investigations, reputational damage, orders to cease or change our data processing activities, enforcement notices, assessment notices (for a compulsory audit) and/or civil claims (including class actions).

We are also subject to current and evolving E.U. and U.K. laws in relation to the use of cookies and other tracking technologies as well as e-marketing practices, including European Directive (2002/58/EC) in the E.U. and the Privacy and Electronic Communications (EC Directive) Regulations 2003 in the U.K. Recent European court and regulator decisions are driving increased attention to cookies and other tracking technologies. If the trend of increasing enforcement by regulators including in relation to the strict approach to opt-in consent for all but essential use cases, as seen in recent

guidance and decisions, continues, this could lead to substantial costs, require significant systems changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, and subject us to additional liabilities. In light of the complex and evolving nature of E.U., E.U. member state and U.K. laws in relation to cookies and other tracking technologies as well as e-marketing, there can be no assurances that we will be successful in our efforts to comply with such laws and violations of such laws could result in regulatory investigations, fines, orders to cease or change our use of such technologies, as well as civil claims including class actions, and reputational damage.

In the United States, there are numerous federal, state and local regulations on privacy, data protection and cybersecurity that govern the processing of personal information and other information. The scope of these laws and regulations is expanding and evolving and may be subject to differing interpretations. For example, we are considered a “financial institution” under the federal Gramm-Leach Bliley Act (the “GLBA”). The GLBA regulates, among other things, the use of certain information about individuals (“non-public personal information”) in the context of the provision of financial services, including by banks and other financial institutions. The GLBA includes both a “Privacy Rule,” which imposes obligations on financial institutions relating to the use or disclosure of non-public personal information, and a “Safeguards Rule,” which imposes obligations on financial institutions and, indirectly, their service providers to implement and maintain physical, administrative and technological measures to protect the security of non-public personal information. Any failure to comply with the GLBA could result in substantial financial penalties.

In addition, certain states have adopted new or modified privacy and security laws and regulations that may apply to our business. For example, the California Consumer Privacy Act (“CCPA”) went into effect in 2020 and imposes obligations on certain businesses that process personal information of California residents. Among other things, the CCPA: requires disclosures to such residents about the data collection, use and sharing practices of covered businesses; provides such individuals expanded rights to access, delete, and correct their personal information, and opt-out of certain sales or transfers of personal information; and provides such individuals with a private right of action and statutory damages for certain data breaches. The enactment of the CCPA is prompting a wave of similar legislative developments in other states in the United States, creating a patchwork of overlapping, but not identical, state laws. Many other states are currently reviewing or proposing the need for greater regulation of the collection, sharing, use and other processing of information related to individuals for marketing purposes or otherwise, and there remains increased interest at the federal level as well. In order to comply with the varying state laws around data privacy, data security and data breaches, we must maintain adequate security measures, which require significant investments in resources and ongoing attention.

We cannot predict how future laws and regulations, or future interpretations of current laws and regulations will affect our business or our clients, and the cost of compliance. Changes in these laws and regulations across different jurisdictions could impact our ability to deploy our services in multiple locations. Breaches of these laws and regulations could expose us to legal proceedings, material monetary damages, fines and penalties for such losses under applicable legal or regulatory frameworks and result in reputational damage, loss of clients, or higher operating costs, which may adversely affect our business, financial condition, results of operations and prospects.

***Our inability to maintain, protect and enforce our intellectual property rights could harm our competitive position and our business.***

Our success is dependent, in part, upon protecting our intellectual property rights, including those in our brands and our proprietary know-how and technology. We rely on a combination of trademark, trade secret, copyright and other intellectual property laws as well as contractual arrangements to

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establish and protect our intellectual property rights. While it is our policy to protect and defend our rights to our intellectual property, we cannot predict whether the measures that we have taken will be adequate to prevent infringement, misappropriation, dilution or other violations of our intellectual property rights, or that we will be able to successfully enforce our rights. Our failure to obtain or maintain adequate protection of our intellectual property rights for any reason could result in an adverse effect on our business, financial condition and results of operations.

We rely on our trademarks and trade names to distinguish our services from the services of our competitors, and have registered or applied to register our key trademarks. We cannot assure you that our trademark applications will be approved. In addition, effective trademark protection may be unavailable or limited for some of our trademarks in some foreign countries in which we operate. Third parties may also oppose our trademark applications, or otherwise challenge our use of the trademarks. In the event that our trademarks are successfully challenged, we could be forced to rebrand our services, which could result in loss of brand recognition, and could require us to devote resources advertising and marketing new brands. Further, we cannot assure you that competitors will not infringe our trademarks, or that we will have adequate resources to enforce our trademarks.

While software and other of our proprietary works may be protected under copyright law, we have not registered any copyrights in these works, and instead, we primarily rely on protecting our software as a trade secret and through contractual protections. In order to bring a copyright infringement lawsuit in the United States, the copyright must first be registered. Accordingly, the remedies and damages available to us for unauthorized use of our software may be limited to those available in connection with trade secret misappropriation and breach of contract actions.

Although we attempt to protect certain of our proprietary technologies by entering into confidentiality agreements with our employees, consultants, and others who have access to such technologies and information, these agreements may be breached, and we cannot guarantee that we will have sufficient remedies in the event of the agreements are breached. Furthermore, trade secret laws do not prevent our competitors from independently developing technologies that are substantially equivalent or superior to ours. Accordingly, despite our efforts to maintain these technologies as trade secrets, we cannot guarantee that others will not independently develop technologies with the same or similar functions to any proprietary technology we rely on to conduct our business and differentiate ourselves from our competitors.

Policing unauthorized use of our know-how, technology and intellectual property is difficult, costly, time-consuming and may not be effective. Third parties may knowingly or unknowingly infringe upon or otherwise violate our proprietary rights. We may be required to spend significant resources to monitor and enforce our intellectual property rights. Any litigation could be expensive to resolve, be time consuming and divert management's attention, and may not ultimately be resolved in our favor. Furthermore, if we bring a claim to enforce our intellectual property rights against an alleged infringer, the alleged infringer may bring counterclaims challenging the validity, enforceability or scope of our intellectual property rights, and if any such counterclaims are successful, we could lose valuable intellectual property rights. Any of these events could seriously harm our business.

***If third parties claim that we infringe upon or otherwise violate their intellectual property rights, our operations could be adversely affected.***

We may become subject to claims that we infringe, misappropriate or otherwise violate the intellectual property rights of others. Even if we believe these claims are without merit, any claim of infringement, misappropriation or other violation could cause us to incur substantial costs defending against the claim, and could distract management and other personnel from other business. Any successful claim of infringement, misappropriation, or other violation of intellectual property against us

could require us to pay substantial monetary damages, require us to seek licenses of intellectual property from third parties or prevent us from using certain intellectual property, which could include trademarks and require us to rebrand our services. Any licensing or royalty agreements, if required, may not be available on commercially reasonable terms or at all. Any of the foregoing could have a negative impact on our business, financial condition and results of operations.

### **Risks Relating to this Offering and Ownership of Our Ordinary Shares**

#### ***The price of our ordinary shares may be volatile, and you may lose all or part of your investment.***

The initial public offering price for our ordinary shares sold in this offering will be determined by negotiation between us, the Selling Shareholders and representatives of the underwriters. This price may not reflect the market price of our ordinary shares following this offering, and the price of our ordinary shares may decline. In addition, the market price of our ordinary shares could be highly volatile and may fluctuate substantially due to many factors, including those described elsewhere in this prospectus, as well as the following:

- actual or anticipated fluctuations in our revenue, financial condition and results of operations;
- variance in our financial performance from the expectations of securities analysts;
- announcements by us or our direct or indirect competitors of significant business developments, acquisitions or expansion plans;
- changes or proposed changes in laws or regulations or differing interpretations or enforcement of laws or regulations affecting our business;
- our involvement in litigation or regulatory actions;
- sales of our ordinary shares by us or our shareholders;
- commodity market activity or pricing levels;
- changes in key personnel;
- the trading volume of our ordinary shares;
- publication of research reports or news stories about us, our acquired companies, our competition or our industry, or positive or negative recommendations or withdrawal of research coverage by securities analysts; and
- general macroeconomic conditions and interest rate levels.

As a result, volatility in the market price of our ordinary shares may prevent investors from being able to sell their ordinary shares at or above the initial public offering price or at all. These broad market and industry factors may materially reduce the market price of our ordinary shares, regardless of our operating performance. In addition, price volatility may be greater if the public float and trading volume of our ordinary shares is low. As a result, you may suffer a loss on your investment.

In addition, stock markets have at times experienced extreme price and volume fluctuations. In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been instituted against that company. If we were involved in any similar litigation, we could incur substantial costs and our management's attention and resources could be diverted.

***You will experience immediate and substantial dilution in the net tangible book value of the ordinary shares you purchase in this offering.***

The initial public offering price of our ordinary shares substantially exceeds the net tangible book value per ordinary share immediately after this offering. Therefore, if you purchase our ordinary shares in this offering, you will suffer immediate dilution of \$ \_\_\_\_\_ per ordinary share (or \$ \_\_\_\_\_ per ordinary share if the underwriters exercise their option to purchase additional ordinary shares from us in full) in net tangible book value after giving effect to the sale of ordinary shares in this offering at an assumed initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus. If we issue additional ordinary shares in the future, you will experience additional dilution. See “*Dilution*.”

***The market price of our ordinary shares could be negatively affected by future issuances and sales of our ordinary shares.***

Sales of a substantial number of our ordinary shares in the public market, or the perception in the market that the holders of a large number of ordinary shares intend to sell, could reduce the market price of our ordinary shares. After giving effect to the issuance and sale of ordinary shares in this offering, we will have \_\_\_\_\_ ordinary shares outstanding (or \_\_\_\_\_ outstanding if the underwriters exercise their option to purchase additional ordinary shares from us in full) after giving effect to: (i) the conversion of our outstanding Growth Options into \_\_\_\_\_ Growth Shares in connection with and prior to the consummation of this offering, (ii) the conversion of our outstanding Growth Shares into \_\_\_\_\_ non-voting ordinary shares in connection with and prior to the consummation of this offering, assuming an initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, (iii) the exercise of a warrant into \_\_\_\_\_ non-voting ordinary shares in connection with and prior to the consummation of this offering, (iv) the reclassification of all of our non-voting ordinary shares into ordinary shares on a one-for-one basis in connection with and prior to the consummation of this offering and (v) the issuance of \_\_\_\_\_ additional ordinary shares to former holders of Growth Shares to satisfy the dividend adjustment. The ordinary shares sold in this offering or issuable pursuant to the equity awards we grant will be freely tradable without restriction under the Securities Act, except as described in the next paragraph with respect to the lock-up arrangements and for any of our ordinary shares that may be held or acquired by our executive officers, directors and other affiliates, as that term is defined in the Securities Act, which will be restricted securities under the Securities Act. Restricted securities may not be sold in the public market unless the sale is registered under the Securities Act or an exemption from registration is available.

We, the Selling Shareholders, our executive officers, directors and substantially all of our other shareholders have agreed with the underwriters, subject to certain exceptions, including as it relates to any shares pledged to a third party in arm’s length transactions, from time to time, so long as the pledgee shall agree to be bound to lock-up arrangements in substantially the same form as the pledgor, not to dispose of or hedge any of our ordinary shares or securities convertible into or exchangeable for ordinary shares during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of \_\_\_\_\_. Certain of our shareholders are subject to other additional lock-up periods. Such ordinary shares will, however, be able to be resold after the expiration of the lock-up periods, as well as pursuant to customary exceptions thereto or upon the waiver of the lock-up arrangements. The ordinary shares of certain of our affiliates will only be able to be resold pursuant to the requirements of Rule 144. See “*Ordinary Shares Eligible for Future Sale*” for a more detailed description of the restrictions on selling our ordinary shares after this offering.

In the future, we may also issue additional securities if we need to raise capital or make acquisitions, which could constitute a material portion of our then-issued and outstanding ordinary shares.

***Our ability to pay dividends in the future depends, among other things, on our financial performance and capital requirements.***

There can be no guarantee that our performance will be repeated in the future, particularly given the competitive nature of the industry in which we operate. If our sales, profit and cash flow significantly underperform market expectations, then our capacity to pay a dividend will suffer. Any decision to declare and pay dividends will be made at the discretion of our board of directors and will depend on, among other things, applicable law, regulation, restrictions on the payment of dividends in our financing arrangements, our financial position, our distributable reserves, regulatory capital requirements, working capital requirements, finance costs, general economic conditions and other factors that our board of directors deems significant from time to time.

***We will be a foreign private issuer, and, as a result, we will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.***

Upon the closing of this offering, we will report under the Exchange Act as a non-U.S. company with foreign private issuer status. Because we qualify as a foreign private issuer, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including:

- the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time;
- the rules under the Exchange Act requiring the filing with the SEC of current reports on Form 8-K upon the occurrence of specified significant events; and
- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information.

In addition, foreign private issuers are not required to file their annual report on Form 20-F until four months after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year, and U.S. domestic issuers that are large accelerated filers are required to file their annual report on Form 10-K within 60 days after the end of each fiscal year. Foreign private issuers are also exempt from Regulation FD, which prohibits selective disclosures of material information. As a result, you may not have the same protections afforded to shareholders of a company that is not a foreign private issuer.

The determination of foreign private issuer status is made annually on the last business day of an issuer's most recently completed second fiscal quarter. In the future, we would lose our foreign private issuer status if (i) more than 50% of our outstanding voting securities are owned by U.S. residents and (ii) a majority of our directors or executive officers are U.S. citizens or residents, or we fail to meet additional requirements necessary to avoid loss of foreign private issuer status.

If we lose our foreign private issuer status, we will be required to file with the SEC periodic reports and registration statements on U.S. domestic issuer forms, which are more detailed and extensive than the forms available to a foreign private issuer. We will also have to mandatorily comply with U.S. federal proxy requirements, and our officers, directors, and more than 10% shareholders will become subject to the short-swing profit disclosure and recovery provisions of Section 16 of the Exchange Act. In addition, we will lose our ability to rely upon exemptions from certain Nasdaq corporate governance rules. As a U.S. listed public company that is not a foreign private issuer, we will incur significant

additional legal, accounting and other expenses that we will not incur as a foreign private issuer. These expenses will relate to, among other things, the obligation to present our financial information in accordance with U.S. GAAP in the future.

***As we are a foreign private issuer, we are permitted to, and we intend to, rely on exemptions from certain Nasdaq corporate governance requirements, and therefore, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements.***

As a foreign private issuer, we have the option to follow certain home country corporate governance practices rather than those of Nasdaq, *provided* that we disclose the requirements we are not following and describe the home country practices we are following. We intend to rely on this foreign private issuer exemption with respect to the following: (i) the quorum requirements applicable to the meetings of shareholders, (ii) shareholder approval requirements for issuances of securities in connection with stock option or purchase plans that are established or materially amended or other equity compensation arrangement that is made or materially amended, (iii) the shareholder approval requirements for the issuance of more than 20% of the outstanding ordinary shares of the issuer, (iv) the requirement to have a remuneration committee composed entirely of independent directors who satisfy the additional independence requirements specific to remuneration committee membership and (v) the requirement that our director nominations be made, or recommended to the full board of directors, by our independent directors or by a nominations committee that is composed entirely of independent directors. We may in the future elect to follow home country practices with regard to other matters. As a result, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all Nasdaq corporate governance requirements.

***We may lose our foreign private issuer status in the future, which could result in significant additional costs and expenses.***

As discussed above, we are a foreign private issuer, and therefore, we are not required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act. The determination of foreign private issuer status is made annually on the last business day of an issuer's most recently completed second fiscal quarter, and, accordingly, the next determination will be made with respect to us on June 30, 2024. In the future, we would lose our foreign private issuer status if (i) more than 50% of our outstanding voting securities are owned by U.S. residents and (ii) a majority of our directors or executive officers are U.S. citizens or residents, or we fail to meet additional requirements necessary to avoid loss of foreign private issuer status. If we lose our foreign private issuer status, we will be required to file with the SEC periodic reports and registration statements on U.S. domestic issuer forms, which are more detailed and extensive than the forms available to a foreign private issuer. We will also have to mandatorily comply with U.S. federal proxy requirements, and our executive officers, directors and principal shareholders will become subject to the short-swing profit disclosure and recovery provisions of Section 16 of the Exchange Act. In addition, we will lose our ability to rely upon exemptions from certain corporate governance requirements under the listing rules of Nasdaq. As a U.S. listed public company that is not a foreign private issuer, we will incur significant additional legal, accounting and other expenses that we will not incur as a foreign private issuer and accounting, reporting and other expenses in order to maintain a listing on a U.S. securities exchange. These expenses will relate to, among other things, the obligation to present our financial information in accordance with U.S. GAAP in the future.

***We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.***

Our management will have broad discretion in the application of the net proceeds from this offering and could spend the proceeds in ways that do not improve our results of operations or

enhance the value of our ordinary shares. We intend to use the net proceeds from this offering for working capital, to fund incremental growth and other general corporate purposes. However, our use of these proceeds may differ substantially from our current plans. The failure by our management to apply these funds effectively could result in financial losses that could adversely affect our business and cause the price of our ordinary shares to decline. Pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

***We have identified material weaknesses in our internal control over financial reporting and may identify additional material weaknesses in the future or fail to maintain an effective system of internal control over financial reporting, which may result in material misstatements of our consolidated financial statements or cause us to fail to meet our periodic reporting obligations.***

Prior to the completion of this offering, we have been a private company. As a private company, we were not required to have designed or maintained an effective control environment as that of a public company under the rules and regulations of the SEC. Although we are not yet subject to the certification or attestation requirements of Section 404 ("Section 404") of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), we have identified material weaknesses in our internal control over financial reporting.

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. The material weaknesses relate to (i) the lack of maintaining a sufficient complement of accounting and financial reporting resources commensurate with our financial reporting requirements, (ii) the lack of designing and maintaining an effective risk assessment process, which led to improperly designed controls, (iii) the lack of maintaining appropriate control activities to support over the review of account reconciliations and balance sheet substantiation, the appropriate segregation of duties over manual journal entries and rights over access administrative controls and (iv) the failure to document, thoroughly communicate and monitor control processes and relevant accounting policies and procedures.

We have begun implementation of a plan to remediate the material weaknesses described above. These remediation measures are ongoing and include hiring additional accounting personnel, implementing new third-party systems and software and implementing additional internal review procedures, policies and controls. We cannot assure you that these measures will improve or remediate the material weaknesses described above. The implementation of these remediation measures is in the early stages and will require validation and testing of the design and operating effectiveness of internal control over financial reporting over a sustained period of financial reporting. As a result, the timing of when we will be able to remediate the material weaknesses is uncertain, and we may not remediate these material weaknesses during the year ended December 31, 2024 or any subsequent periods thereafter.

If we are unable to successfully remediate the existing material weaknesses in our internal control over financial reporting, the accuracy and timing of our financial reporting and the price of our ordinary shares may be adversely affected, and we may be unable to maintain compliance with the applicable stock exchange listing requirements. Implementing any appropriate changes to our internal control over financial reporting may divert the attention of our management and employees, entail substantial costs to modify our existing processes and take significant time to complete. These changes may not, however, be effective in maintaining the adequacy of our internal control over financial reporting, and any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase our operating costs and harm our business.



Upon completion of this offering, we will be subject to Section 404, which requires that we include a report of management on our internal control over financial reporting in our second annual report on Form 20-F. In addition, our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting in our second annual report on Form 20-F. If we identify any additional material weaknesses in our internal control over financial reporting in the future, or if we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our financial statements and fail to meet our reporting obligations, which could result in the restatement of our financial statements and cause investors to lose confidence in our reported financial information. This could in turn limit our access to capital markets and harm our results of operations. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from Nasdaq, regulatory investigations and civil or criminal sanctions.

***As an English public limited company, certain capital structure decisions will require shareholder approval, which may limit our flexibility to manage our capital structure.***

English law provides that, subject to certain exceptions (including the allotment, or the grant of rights to subscribe for or convert any security into shares, in pursuance of an employees' share scheme), a board of directors of a public limited company may only allot shares (or grant rights to subscribe for or convert any security into shares) with the prior authorization of shareholders, such authorization stating the aggregate nominal amount of shares that it covers and being valid for a maximum period of five years, each as specified in the articles of association or relevant ordinary shareholder resolution passed by shareholders at a general meeting. We have obtained authority from our shareholders to allot additional shares ending , which authorization will need to be renewed upon expiration (i.e., at least every five years) but may be sought more frequently for additional five-year terms (or for any shorter period).

English law also generally provides shareholders with preemptive rights when new shares are issued for cash, except that such rights do not apply to the allotment of equity securities that would, apart from any renunciation or assignment of the right to their allotment, be held under or allotted or transferred pursuant to an employees' share scheme. However, it is possible for the articles of association, or for shareholders to pass a special resolution at a general meeting, being a resolution passed by at least 75% of the votes cast, to disapply preemptive rights. Such a disapplication of preemptive rights may be for a maximum period of up to five years from the date of adoption of the articles of association, if the disapplication is contained in the articles of association, or from the date of the shareholder special resolution, if the disapplication is by shareholder special resolution, but not longer than the duration of the authority to allot shares to which the disapplication relates. In either case, this disapplication would need to be renewed by our shareholders upon its expiration (i.e., at least every five years). We expect to obtain authority from our shareholders to disapply preemptive rights in connection with the completion of this offering, which disapplication will need to be renewed upon expiration (i.e., at least every five years), but may be sought more frequently for additional five-year terms (or for any shorter period).

English law also generally prohibits a public company from repurchasing its own shares without the prior approval of shareholders by ordinary resolution, being a resolution passed by a simple majority of votes cast, and other formalities. Such approval may be for a maximum period of up to five years. See "*Description of Share Capital and Articles of Association.*"

***United States Holders of our ordinary shares may suffer adverse consequences if we are treated as a passive foreign investment company.***

We would be a passive foreign investment company ("PFIC"), for any taxable year if, after the application of certain look-through rules, either: (i) 75% or more of our gross income for such year is

“passive income” (as defined in the relevant provisions of the Internal Revenue Code of 1986, as amended) (the “Code”); or (ii) 50% or more of the value of our assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. For these purposes, cash and other assets that do or could generate passive income are categorized as passive assets. Passive income generally includes, among other things, rents, dividends, interest, royalties, gains from the disposition of passive assets and gains from certain commodities and securities transactions. Special rules apply for dealers as specifically defined under the PFIC rules.

Adverse U.S. federal income tax consequences, including increased tax liability on disposition gains and certain “excess distributions” and additional reporting requirements, could apply to a United States Holder (as defined in the section titled “*Material Tax Considerations—Material U.S. Federal Income Tax Considerations*”) if we are treated as a PFIC for any taxable year during which such U.S. Holder holds our ordinary shares. U.S. Holders should consult their tax advisors about the potential application of the PFIC rules to their investment in our ordinary shares. See “*Material Tax Considerations—Material U.S. Federal Income Tax Considerations*.”

***If a United States person is treated as owning 10% or more of our shares, such holder may be subject to adverse U.S. federal income tax consequences.***

If a United States person is treated as owning (directly, indirectly, or constructively) at least 10% of the value or voting power of our shares, such person may be treated as a “United States shareholder” with respect to each controlled foreign corporation (“CFC”) in our group (if any). Because our group includes one or more U.S. subsidiaries, certain of our non-U.S. subsidiaries are expected to be treated as CFCs (regardless of whether we are treated as a CFC). A United States shareholder of a CFC may be required to report annually and include in its U.S. taxable income its pro rata share of “Subpart F income,” “global intangible low-taxed income,” and investments in U.S. property by CFCs, regardless of whether we make any distributions. An individual that is a United States shareholder with respect to a CFC generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a United States shareholder that is a U.S. corporation.

Failure to comply with these reporting obligations may subject a United States shareholder to significant monetary penalties, and may prevent the statute of limitations with respect to such shareholder’s U.S. federal income tax return for the year for which reporting was due from starting. We cannot provide any assurances that we will assist investors in determining whether we are or any of our non-U.S. subsidiaries is treated as CFC or whether any investor is treated as a United States shareholder with respect to any such CFC or furnish to any United States shareholder information that may be necessary to comply with the above reporting and tax paying obligations. The United States Internal Revenue Service has provided limited guidance on situations in which investors may rely on publicly available information to comply with their reporting and tax paying obligations with respect to foreign-controlled CFCs. A United States investor should consult its advisors regarding the potential application of these rules to an investment in our ordinary shares.

***It may be difficult to enforce a U.S. judgment against us or certain of our directors and officers outside the United States, or to assert U.S. securities law claims outside of the United States.***

The majority of our directors and executive officers are not residents of the United States, and the majority of our assets and the assets of these persons are located outside the United States. As a result, it may be difficult or impossible for investors to effect service of process upon us within the United States or other jurisdictions, including judgments predicated upon the civil liability provisions of the federal securities laws of the United States. See “*Enforcement of Liabilities*.” Additionally, it may be difficult to assert U.S. securities law claims in actions originally instituted outside of the United States.

Foreign courts may refuse to hear a U.S. securities law claim because foreign courts may not be the most appropriate forum in which to bring such a claim. Even if a foreign court agrees to hear a claim, it may determine that the law of the jurisdiction in which the foreign court resides, and not U.S. law, is applicable to the claim. Further, if U.S. law is found to be applicable, the content of applicable U.S. law must be proved as a fact, which can be a time-consuming and costly process, and certain matters of procedure would still be governed by the law of the jurisdiction in which the foreign court resides.

***Our amended and restated articles of association will contain exclusive jurisdiction provisions, which may impact the ability of shareholders to bring actions against us in certain jurisdictions or increase the cost of bringing such actions.***

Our amended and restated articles of association will provide that the courts of England and Wales shall have the exclusive jurisdiction for resolving all actions or proceedings brought by a shareholder in its capacity as a shareholder or on our behalf against us, our directors, officers or other employees of the Company, other than shareholder complaints asserting a cause of action arising under the Securities Act or the Exchange Act and that the U.S. District Court for the Southern District of New York will be the exclusive jurisdiction for resolving any shareholder complaint asserting a cause of action arising under the Securities Act or the Exchange Act, including applicable claims arising out of this offering. In addition, our amended and restated articles of association will provide that any person or entity purchasing or otherwise acquiring any interest in our shares is deemed to have notice of and consented to these provisions.

These choice of jurisdiction provisions may limit a shareholder's ability to bring a claim in a forum that it considers favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits. The enforceability of similar exclusive jurisdiction provisions (including exclusive federal jurisdiction provisions for actions, suits or proceedings asserting a cause of action arising under the Securities Act) in other companies' organizational documents has been challenged in legal proceedings, and there is uncertainty as to whether courts would enforce the exclusive jurisdiction provisions in our amended and restated articles of association. Additionally, our shareholders cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Further, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all claims brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder, which permits investors to bring actions to enforce a duty or liability under the Securities Act in any state or federal court of competent jurisdiction. If a court were to find either choice of forum provision contained in our amended and restated articles of association to be inapplicable or unenforceable in an action for any reason, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our results of operations and financial condition. The courts of England and Wales and the U.S. District Court for the Southern District of New York may also reach different judgments or results than would other courts, including courts where a shareholder considering bringing a claim may be located or would otherwise choose to bring the claim, and such judgments may be more or less favorable to us than our shareholders.

***The rights of our shareholders may differ from the rights typically offered to shareholders of a U.S. corporation.***

We are incorporated under the laws of England and Wales. The rights of holders of ordinary shares are governed by English law, including the provisions of the U.K. Companies Act 2006 (the "Companies Act") and by our amended and restated articles of association. These rights differ in certain respects from the rights of shareholders in typical U.S. corporations. See "*Description of Share Capital and Articles of Association—Differences in Corporate Law*" in this prospectus for a description of the principal differences between the provisions of the Companies Act applicable to us and, for

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example, the Delaware General Corporation Law relating to shareholders' rights and protections. The principal differences include the following:

- Under English law, subject to certain exceptions and disapplications, each shareholder generally has preemptive rights to subscribe on a proportionate basis to any issuance of ordinary shares or rights to subscribe for, or to convert securities into, ordinary shares for cash. Under U.S. law, shareholders generally do not have preemptive rights unless specifically granted in the certificate of incorporation or otherwise;
- Under English law, certain matters require the approval of not less than 75% of the shareholders who vote (in person or by proxy (or, if a corporation, by duly authorized representative)) on the relevant resolution (or on a poll of shareholders, by shareholders representing not less than 75% of the ordinary shares voting (in person or by proxy (or, if a corporation, by duly authorized representative))), including amendments to our amended and restated articles of association. This may make it more difficult for us to complete corporate actions deemed advisable by our board of directors. Under U.S. law, generally only majority shareholder approval is required to amend the certificate of incorporation or to approve other significant transactions;
- In the United Kingdom, takeovers may be structured as takeover offers or as schemes of arrangement. Under English law, a bidder seeking to acquire us by means of a takeover offer would need to make an offer for all of our outstanding ordinary shares. If acceptances are not received for 90% or more of the ordinary shares to which the offer relates, under English law, the bidder cannot complete a "squeeze out" to obtain 100% control of us. Accordingly, acceptances of 90% of our outstanding ordinary shares would likely be a condition in any takeover offer to acquire us, not 50% as is more common in tender offers for corporations organized under U.S. law. By contrast, a scheme of arrangement, the successful completion of which would result in a bidder obtaining 100% control of us, requires the approval of a majority in number of the shareholders or class of shareholders present and voting either in person or by proxy at the meeting and representing 75% in value of the ordinary shares voting at the meeting for approval;
- Under English law and our amended and restated articles of association, shareholders and other persons whom we know or have reasonable cause to believe are, or have been, interested in our shares may be required to disclose information regarding their interests in our shares upon our request, and the failure to provide the required information could result in the loss or restriction of rights attaching to the shares, including prohibitions on certain transfers of the shares, withholding of dividends and loss of voting rights. Comparable provisions generally do not exist under U.S. law; and
- Under our amended and restated articles of association, the quorum requirement for a shareholder meeting is a minimum of two shareholders present in person or by proxy (or, if a corporation, by representative). Under U.S. law, a majority of the shares eligible to vote must generally be present (in person or by proxy) at a shareholders' meeting in order to constitute a quorum. The minimum number of shares required for a quorum can be reduced pursuant to a provision in a company's certificate of incorporation or bylaws, but typically not below one-third of the shares entitled to vote at the meeting.

## General Risk Factors

***If we do not meet the expectations of securities analysts, if they do not publish research or reports about our business, or if they issue unfavorable commentary or downgrade our ordinary shares, the price of our ordinary shares could decline.***

The trading market for our ordinary shares will rely in part on the research and reports that securities analysts publish about us and our business. The analysts' estimates are based upon their own opinions and are often different from our estimates or expectations. We do not have any control over these analysts. If our revenue or our other results of operations are below the estimates or expectations of public market analysts and investors, the price of our ordinary shares could decline. Moreover, the price of our ordinary shares could decline if one or more securities analysts downgrade our ordinary shares or if those analysts issue other unfavorable commentary or cease publishing reports about us or our business.

***We cannot assure you that a market will develop for our ordinary shares or what the price of our ordinary shares will be, and public trading markets may experience volatility. Investors may not be able to resell their ordinary shares at or above the initial public offering price.***

Before this offering, there was no public trading market for our ordinary shares, and we cannot assure you that one will develop or be sustained after this offering. If a market does not develop or is not sustained, it may be difficult for you to sell your ordinary shares. Public trading markets may also experience volatility and disruption. This may affect the pricing of the ordinary shares in the secondary market, the transparency and availability of trading prices, the liquidity of the ordinary shares and the extent of regulation applicable to us. We cannot predict the prices at which our ordinary shares will trade. The initial public offering price for our ordinary shares will be determined through our negotiations with the underwriters and may not bear any relationship to the market price at which our ordinary shares will trade after this offering or to any other established criteria of the value of our business. It is possible that, in future quarters, our operating results may be below the expectations of securities analysts and investors. As a result of these and other factors, the price of our ordinary shares may decline.

***We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives and corporate governance practices.***

As a public company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Act, the listing requirements of Nasdaq and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance and could also make it more difficult for us to attract and retain qualified members of our board of directors. We also expect that as a public company, we may face increased demand for more detailed and more frequent reporting on environmental, social and corporate governance reports and disclosure.

We are evaluating these rules and regulations and cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. These rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

We are not currently required to comply with the rules of the SEC implementing Section 404 and therefore are not required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. Upon becoming a publicly traded company, we will be required to comply with the SEC's rules implementing Sections 302 and 404 of the Sarbanes-Oxley Act, which will require management to certify financial and other information in our annual reports and provide an annual management report on the effectiveness of control over financial reporting and an auditor attestation on management's internal controls report. Though we will be required to disclose material changes in internal control over financial reporting on an annual basis, we will not be required to make our first annual assessment of our internal control over financial reporting pursuant to Section 404 until the year following our first annual report required to be filed with the SEC.

To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. We have begun the process of evaluating the adequacy of our accounting personnel staffing level and other matters related to our internal control over financial reporting. Despite our efforts, there is a risk that we will not be able to conclude, within the prescribed timeframe or at all, that our internal control over financial reporting is effective as required by Section 404. If we identify one or more material weaknesses once we are a public company, it could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements. As a result, the market price of our ordinary shares could be negatively affected, and we could become subject to investigations by the stock exchange on which our ordinary shares are listed, the SEC or other regulatory authorities, which could require additional financial and management resources.

***Raising additional capital may cause dilution to our existing shareholders, restrict our operations or cause us to relinquish valuable rights.***

We may seek additional capital through a combination of public and private equity offerings, debt financings and strategic partnerships and alliances. To the extent that we raise additional capital through the sale of equity, convertible debt securities or other equity-based derivative securities, your ownership interest will be diluted, and the terms of the securities may include liquidation or other preferences that may be senior to your rights as a holder of ordinary shares. Any indebtedness we incur would result in increased payment obligations and could involve restrictive covenants, such as limitations on our ability to incur additional debt and other operating restrictions that could adversely impact our ability to conduct our business. Any debt or additional equity financing that we raise may contain terms that are not favorable to us and holders of our ordinary shares. Furthermore, the issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our ordinary shares to decline, and holders of our ordinary shares may not agree with our financing plans or the terms of such financings.

We may from time to time distribute rights to our shareholders, including rights to acquire our securities. However, we cannot make rights available to holders in the United States unless we register the offer and sale of the rights and the securities to which the rights relate under the Securities Act or an exemption from the registration requirements is available. We are under no obligation to file a registration statement with respect to any such rights or securities, to endeavor to cause such a registration statement to be declared effective or to establish an exemption from registration under the Securities Act. Accordingly, you may be unable to participate in such a rights offerings and may experience dilution in your holdings.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that relate to our current expectations and views of future events. These forward-looking statements are contained principally in the sections entitled “*Prospectus Summary*,” “*Risk Factors*,” “*Use of Proceeds*,” “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” and “*Business*.” These statements relate to events that involve known and unknown risks, uncertainties and other factors, including those listed under “*Risk Factors*,” which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

In some cases, these forward-looking statements can be identified by words or phrases such as “may,” “will,” “expect,” “anticipate,” “aim,” “estimate,” “intend,” “plan,” “believe,” “potential,” “continue,” “is/are likely to” or other similar expressions.

These forward-looking statements are subject to risks, uncertainties and assumptions, some of which are beyond our control. In addition, these forward-looking statements reflect our current views with respect to future events and are not a guarantee of future performance. Actual outcomes may differ materially from the information contained in the forward-looking statements as a result of a number of factors, including, without limitation, the risk factors set forth in “*Risk Factors*” and the following:

- subdued commodity market activity or pricing levels;
- the effects of geopolitical events, terrorism and wars, such as the effect of Russia’s military action in Ukraine, on market volatility, global macroeconomic conditions and commodity prices;
- changes in interest rate levels;
- the risk of our clients and their related financial institutions defaulting on their obligations to us;
- regulatory, reputational and financial risks as a result of our international operations;
- software or systems failure, loss or disruption of data or data security failures;
- an inability to adequately hedge our positions and limitations on our ability to modify contracts and the contractual protections that may be available to us in OTC derivatives transactions;
- market volatility, reputational risk and regulatory uncertainty related to commodity markets, equities, fixed income, foreign exchange and cryptocurrency;
- the impact of climate change and the transition to a lower carbon economy on supply chains and the size of the market for certain of our energy products;
- the impact of changes in judgments, estimates and assumptions made by management in the application of our accounting policies on our reported financial condition and results of operations;
- lack of sufficient financial liquidity;
- if we fail to comply with applicable law and regulation, we may be subject to enforcement or other action, forced to cease providing certain services or obliged to change the scope or nature of our operations;
- significant costs, including adverse impacts on our business, financial condition and results of operations, and expenses associated with compliance with relevant regulations; and
- if we fail to remediate the material weaknesses we identified in our internal control over financial reporting or prevent material weaknesses in the future, the accuracy and timing of our financial statements may be impacted, which could result in material misstatements in our financial statements or failure to meet our reporting obligations and subject us to potential delisting, regulatory investigations or civil or criminal sanctions.

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The forward-looking statements made in this prospectus relate only to events or information as of the date on which the statements are made in this prospectus. Except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, after the date on which the statements are made or to reflect the occurrence of unanticipated events. You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results or performance may be materially different from what we expect.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this prospectus, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely upon these statements.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.



## USE OF PROCEEDS

We estimate that the net proceeds to us from this offering will be approximately \$ \_\_\_\_\_ million, assuming an initial public offering price per ordinary share of \$ \_\_\_\_\_, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and expenses of the offering that are payable by us (or approximately \$ \_\_\_\_\_ million if the underwriters exercise their option to purchase additional ordinary shares from us in full). We will not receive any proceeds from the sale of ordinary shares by the Selling Shareholders.

Each \$1.00 increase (decrease) in the assumed initial public offering price per ordinary share would increase (decrease) our net proceeds, after deducting the estimated underwriting discounts and commissions and expenses, by \$ \_\_\_\_\_, assuming the number of ordinary shares offered by us, as set forth on the cover page of this prospectus, remains the same. Each increase (decrease) of ordinary shares in the number of ordinary shares offered by us would increase (decrease) our net proceeds, after deducting the estimated underwriting discounts and commissions and expenses, by approximately \$ \_\_\_\_\_ million, assuming no change in the assumed initial public offering price per ordinary share. Expenses of this offering will be paid by us.

The principal purposes of this offering are to create a public market for our ordinary shares, facilitate access to the public equity markets, increase our visibility in the marketplace, as well as to obtain additional capital. We intend to use the net proceeds of this offering for working capital, to fund incremental growth and other general corporate purposes.

The expected use of net proceeds from this offering represents our intentions based upon our current plans and business conditions, which could change in the future as our plans and business conditions evolve. We cannot predict with certainty all of the particular uses for the net proceeds of this offering or the amounts that we will actually spend on the uses set forth above. As a result, our management will have broad discretion in applying the net proceeds of this offering, and investors will be relying on our judgment regarding the application of the net proceeds of this offering.

## DIVIDEND POLICY

We paid dividends of \$45.0 million and \$20.0 million in the years ended December 31, 2023 and 2021, respectively. We did not pay dividends in the year ended December 31, 2022. On February 6, 2024, we paid an interim dividend of \$44.1 million to our shareholders.

Beginning in the third quarter of 2024, subject to the recommendation of our board of directors, we expect to pay dividends on a quarterly basis.

The declaration and payment of any future dividends will be at the discretion of our board of directors and will depend upon our results of operations, cash requirements, financial condition, contractual restrictions, any future debt agreements or applicable laws and other factors that our board of directors may deem relevant.

Under the laws of England and Wales, among other things, we may only pay dividends if we have sufficient distributable reserves (on a non-consolidated basis), which are our accumulated realized profits that have not been previously distributed or capitalized less our accumulated realized losses, so far as such losses have not been previously written off in a reduction or reorganization of capital.

## CAPITALIZATION

The table below sets forth our cash and cash equivalents and capitalization as of December 31, 2023:

- on an actual basis; and
- on an as adjusted basis to reflect: (i) the payment of an interim dividend of \$44.1 million to our shareholders on February 6, 2024, (ii) the conversion of our outstanding Growth Options into Growth Shares in connection with and prior to the consummation of this offering, (iii) the conversion of our outstanding Growth Shares into non-voting ordinary shares in connection with and prior to the consummation of this offering, assuming an initial public offering price of \$ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, (iv) the exercise of a warrant into non-voting ordinary shares in connection with and prior to the consummation of this offering, (v) the reclassification of all of our non-voting ordinary shares into ordinary shares on a one-for-one basis in connection with and prior to the consummation of this offering, (vi) the issuance of additional ordinary shares to former holders of Growth Shares to satisfy the dividend adjustment and (vii) the issuance and sale of ordinary shares by us in this offering at the assumed initial public offering price of \$ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, and the use of proceeds therefrom as described under “Use of Proceeds.”

Investors should read this table in conjunction with our audited financial statements included in this Prospectus as well as “Use of Proceeds” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” There have been no significant adjustments to our capitalization since December 31, 2023.

	As of December 31, 2023	
	Actual	As Adjusted <sup>(1)</sup>
	(in thousands)	
Cash and cash equivalents	\$ 1,483.5	\$
Total debt securities, including current portion	2,216.3	
Shareholders’ equity:		
Issued capital:		
Share capital	0.1	
Share premium	134.3	
Retained earnings	555.3	
Additional Tier 1 capital	97.6	
Own shares	(9.8)	
Other reserves	(1.6)	
Total shareholders’ equity	775.9	
<b>Total capitalization</b>	<b>\$2,992.2</b>	<b>\$</b>

- (1) A \$1.00 increase or decrease in the assumed initial public offering price of \$ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the as adjusted amount of each of cash and cash equivalents, share premium, total shareholders’ equity and total capitalization by approximately \$ million, assuming the number of ordinary shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions. An increase or decrease of 1,000,000 ordinary shares in the number of ordinary shares offered by us, as set forth on the cover page of this prospectus, would increase or

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decrease the as adjusted amount of each of cash and cash equivalents, share premium, total shareholders' equity and total capitalization by approximately \$ \_\_\_\_\_ million, assuming no change in the assumed initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions.

The number of our ordinary shares shown as outstanding in the table above excludes:

- \_\_\_\_\_ ordinary shares issuable upon the conversion of our AT1 Securities as described in "*Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Debt Programs — Additional Tier 1 Capital*;"
- 268,282 ordinary shares issuable in connection with the termination of an executive warrant to be effective in connection with this offering as described in "*Management— Equity Incentive Plans — Warrants*;"
- \_\_\_\_\_ ordinary shares reserved under our Global Omnibus Plan, which will become effective in connection with the completion of this offering (as well as any shares that become issuable pursuant to provisions in the Global Omnibus Plan that automatically increase the share reserve under the Global Omnibus Plan), as described in "*Management— Equity Incentive Plans — Global Omnibus Plan*;" and
- \_\_\_\_\_ ordinary shares reserved for issuance under our Employee Share Purchase Plan (the "ESPP"), which will become effective in connection with the completion of this offering (as well as any shares that become issuable pursuant to provisions in the ESPP that automatically increase the share reserve under the ESPP) as described in "*Management— Equity Incentive Plans — Employee Share Purchase Plan*."

## DILUTION

If you invest in our ordinary shares, your interest will be diluted to the extent of the difference between the initial public offering price per ordinary share and the as adjusted net tangible book value per ordinary share immediately following the consummation of this offering.

At December 31, 2023, we had a historical net tangible book value of \$ \_\_\_\_\_ million, corresponding to a net tangible book value of \$ \_\_\_\_\_ per share. Net tangible book value per ordinary share represents the amount of our total assets less our total liabilities, excluding goodwill and other intangible assets, divided by the total number of our ordinary shares outstanding. At December 31, 2023, we had a pro forma net tangible book value of \$ \_\_\_\_\_ million, corresponding to a net tangible book value of \$ \_\_\_\_\_ per share. Pro forma net tangible book value per share represents the amount of our total assets less our total liabilities, excluding goodwill and other intangible assets, divided by the total number of our ordinary shares outstanding as of December 31, 2023, after giving effect to: (i) the payment of an interim dividend of \$44.1 million to our shareholders on February 6, 2024, (ii) the conversion of our outstanding Growth Options into \_\_\_\_\_ Growth Shares in connection with and prior to the consummation of this offering, (iii) the conversion of our outstanding Growth Shares into \_\_\_\_\_ non-voting ordinary shares in connection with and prior to the consummation of this offering, assuming an initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, (iv) the exercise of a warrant into \_\_\_\_\_ non-voting ordinary shares in connection with and prior to the consummation of this offering, (v) the reclassification of all of our non-voting ordinary shares into ordinary shares on a one-for-one basis in connection with and prior to the consummation of this offering and (vi) the issuance of additional ordinary shares to former holders of Growth Shares to satisfy the dividend adjustment.

After giving further effect to the sale by us of \_\_\_\_\_ ordinary shares in this offering at the assumed initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, our as adjusted net tangible book value at December 31, 2023 would have been approximately \$ \_\_\_\_\_ million, representing \$ \_\_\_\_\_ per ordinary share.

The following table illustrates our pro forma net tangible book value reflecting the adjustments described above.

Historical net tangible book value as of December 31, 2023	\$
As adjusted increase in net tangible book value	\$
As adjusted net tangible book value	\$
As adjusted number of ordinary shares outstanding	
<b>As adjusted net tangible book value per share</b>	<b>\$</b>

This represents an immediate increase in net tangible book value of \$ \_\_\_\_\_ per ordinary share to existing shareholders and an immediate dilution in net tangible book value of \$ \_\_\_\_\_ per ordinary share to new investors purchasing ordinary shares in this offering at the assumed initial public offering price. Dilution in net tangible book value per ordinary share to new investors is determined by subtracting as adjusted net tangible book value per ordinary share after this offering from the assumed initial public offering price per ordinary share paid by new investors.

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The following table illustrates this dilution to new investors purchasing ordinary shares in the offering.

Assumed initial public offering price	\$
Historical net tangible book value per ordinary share as of December 31, 2023	\$
Increase in net tangible book value per ordinary share attributable to this offering	
As adjusted net tangible book value per ordinary share after this offering	
Dilution in net tangible book value per ordinary share to new investors in this offering	\$

If the underwriters exercise their option to purchase additional ordinary shares from us in full, our as adjusted net tangible book value after this offering would be \$ \_\_\_\_\_ per ordinary share representing an immediate increase in as adjusted net tangible book value of \$ \_\_\_\_\_ per ordinary share to existing shareholders and immediate dilution of \$ \_\_\_\_\_ per ordinary share in as adjusted net tangible book value per ordinary share to new investors purchasing ordinary shares in this offering, based on an assumed initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus.

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the as adjusted net tangible book value after this offering by \$ \_\_\_\_\_ per ordinary share and the dilution to new investors in the offering by \$ \_\_\_\_\_ per ordinary share assuming that the number of ordinary shares offered by us, as set forth on the cover page of this prospectus, remains the same.

The following table summarizes, on an as adjusted basis, as of December 31, 2023, (i) the total number of ordinary shares purchased from us, the total consideration paid to us and the average price per ordinary share paid by the existing shareholders and (ii) the total number of ordinary shares purchased from us by new investors in this offering at an assumed initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, before deducting the underwriting commission and estimated offering expenses payable by us (in thousands, except share and per share amounts and percentages).

	Ordinary Shares Purchased		Total Consideration		Average Price Per Ordinary Share	Assumed Initial Public Offering Price Per Ordinary Share
	Number	Percent	Amount	Percent		
Existing shareholders		%	\$	%	\$	\$
New investors		%	\$	%	\$	\$
<b>Total</b>		<b>%</b>	<b>\$</b>	<b>%</b>	<b>\$</b>	<b>\$</b>

The total number of ordinary shares reflected in the discussion and tables above is based on \_\_\_\_\_ ordinary shares outstanding as of December 31, 2023 on an as adjusted basis and does not reflect:

- \_\_\_\_\_ ordinary shares issuable upon the conversion of our AT1 Securities as described in “*Management’s Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Debt Programs — Additional Tier 1 Capital*;”
- 268,282 ordinary shares issuable in connection with the termination of an executive warrant to be effective in connection with this offering as described in “*Management— Equity Incentive Plans — Warrants*;”

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- ordinary shares reserved under our Global Omnibus Plan, or Omnibus Plan, which will become effective in connection with the completion of this offering (as well as any shares that become issuable pursuant to provisions in the Omnibus Plan that automatically increase the share reserve under the Omnibus Plan);
- ordinary shares reserved for issuance under our Employee Share Purchase Plan, or ESPP, which will become effective in connection with the completion of this offering (as well as any shares that become issuable pursuant to provisions in the ESPP that automatically increase the share reserve under the ESPP); and
- ordinary shares purchased by new investors from the Selling Shareholders.

Sales by the Selling Shareholders in this offering will reduce the number of ordinary shares held by existing shareholders to \_\_\_\_\_, or approximately \_\_\_\_\_%, of the total number of ordinary shares outstanding after this offering.

If the underwriters exercise their option to purchase additional ordinary shares from us in full, the following will occur:

- the percentage of our ordinary shares held by existing shareholders will decrease to approximately \_\_\_\_\_% of the total number of our ordinary shares outstanding after this offering; and
- the percentage of our ordinary shares held by new investors will increase to approximately \_\_\_\_\_% of the total number of our ordinary shares outstanding after this offering.

## MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

*You should read the following discussion and analysis of our financial condition and results of operations in conjunction with our consolidated financial statements and the related notes included elsewhere in this prospectus. This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in the "Risk Factors" section of this prospectus. Actual results could differ materially from those contained in any forward-looking statements.*

### Overview

Marex is a diversified global financial services platform providing essential liquidity, market access and infrastructure services to clients across energy, commodities and financial markets. We provide critical services to our clients by connecting them to global exchanges and providing a range of execution services. We operate in a large and fragmented market with significant infrastructure requirements and regulatory and technological complexity, resulting in high barriers to entry. Moreover, our market is characterized by reduced competitive intensity as we believe many large banks and other financial institutions have reduced their participation in this part of the financial ecosystem. We believe these trends elevate our value proposition and support our growth, as the scale and diversity of our business enable us to effectively service an underserved and growing global client base.

Our business is organized into four closely connected service offerings, which combine to provide our clients with access to the full value chain in our industry from clearing to execution. Clearing is the heart of our business, providing the infrastructure that connects clients to global exchanges. We also offer clients access to deep liquidity pools both on an agency and principal basis across a range of different commodities and financial markets, including metals, agriculture, energy, equities and fixed income. If there is no on-exchange solution that meets a client's needs, we can create bespoke, off-exchange hedging solutions. Our services are characterized by a deep understanding of products, markets and clients' needs. Our five segments, which consist of our four reporting business segments - Clearing, Agency and Execution, Market Making and Hedging and Investment Solutions - and our control and support functions in our Corporate reporting segment, are:

- ***Clearing:*** Clearing is the interface between exchanges and clients. We provide the connectivity that allows our clients access to exchanges and central clearing houses. As clearing members, we act as principal on behalf of our clients and generate revenue on a commission per trade basis. We provide clearing services across energy, commodities and financial securities markets in Europe and the Americas and have growing capabilities in APAC.
- ***Agency and Execution:*** Utilizing our deep market knowledge, we are able to match buyers and sellers on an agency basis by facilitating price discovery across a broad range of commodities and financial markets. Our Agency and Execution business primarily generates revenue on a commission per trade basis without material credit or market risk exposure. In addition to listed products that trade directly on exchanges, many of our markets are traded on an OTC basis.
- ***Market Making:*** We act as principal to provide direct market pricing to professional and wholesale counterparties in a variety of commodity and securities markets. Our Market Making business primarily generates revenue through charging a spread between buying and selling prices, without taking significant proprietary risk. Our Market Making operations are well diversified across geographies and asset classes.



- ***Hedging and Investment Solutions:*** We offer bespoke hedging and investment solutions for our clients and generate revenue through a return built into our product pricing. Tailored hedging solutions allow producers and consumers of commodities to hedge their exposure to movements in market prices, as well as exchange rates, across a variety of different time horizons.
- ***Corporate:*** Our Corporate segment provides key services to our other business segments. Corporate (i) houses our control and support functions: finance, treasury, IT, risk, compliance, legal, human resources and executive management to support the operating segments; (ii) manages our resources, makes investment decisions and provides operational support to our other business segments and manages our funding requirements; and (iii) includes interest income that we receive from interest on in-house cash balances. The adjusted operating loss from our Corporate segment includes expenses related to costs of the functions that are not recovered by our other operating segments and corporate costs.

From 2018 to 2023, we grew our number of active clients from approximately 1,800 to over 4,000 and average client assets from less than approximately \$1.0 billion to approximately \$13.0 billion. For the years ended December 31, 2023, 2022 and 2021, we generated revenue of \$1,244.6 million, \$711.1 million and \$541.5 million, respectively. Our revenue has grown at a CAGR of 52% from 2021 to 2023. For the same periods, we generated profit after tax of \$141.3 million, \$98.2 million and \$56.5 million, respectively, and Adjusted Operating Profit of \$230.0 million, \$121.7 million and \$79.6 million, respectively, with a profit margin of 11%, 14% and 10%, respectively, and an Adjusted Operating Profit Margin of 19%, 17% and 15%, respectively. For the years ended December 31, 2023, 2022 and 2021, we achieved a return on equity (calculated as profit after tax divided by average total equity, which is calculated as the average of total equity as of December 31 of the prior period, June 30 of the current period and December 31 of the current period) of 19%, 17% and 12%, respectively. This represents an expansion of over 700bps since 2021, with a large portion of the uplift driven by our acquisition of ED&F Man Capital Markets in 2022.

## **Key Factors Affecting Our Performance and the Comparability of Our Financial Results**

### ***Volatility in Commodity Prices and General Economic Activity Levels***

We generate revenue primarily from commissions and the spreads we make facilitating and executing client orders as part of our Clearing, Agency and Execution, Market Making and Hedging and Investment Solutions businesses. These revenue sources depend substantially on client trading volumes and commodity pricing levels, which are affected by a wide range of factors, many of which are beyond our control. These factors include volatility and pricing levels in commodities, currency, securities and other markets and inflation rates and general economic conditions and developments.

High volatility and rising commodity prices generally increase trading activity, whereas low volatility and declining commodity pricing levels generally reduce trading activity and our commission revenue. Reductions in economic activity and growth levels, particularly in emerging markets, also reduce trading activity.

Geopolitical developments, including, but not limited to, the imposition of sanctions, tariffs or embargoes against a specific country or parties, civil unrest, terrorist activity, domestic military intervention or revolution and international armed conflicts, impact the production, availability and cost of certain commodities from time to time and can cause substantial volatility in related commodity prices. For example, in 2022, the energy, grain and metals markets experienced significant volatility due to Russia's invasion of Ukraine. Energy markets in particular were affected by the extensive sanctions that the United States, the European Union, the United Kingdom and others imposed on Russia and certain Russian government officials, private individuals and Russian companies. In 2021, Russia accounted for 45% of all coal imports by value and 25% of all petroleum oil imports by value into the European Union, as compared to 21% and 17%, respectively, for 2022. Following the

introduction of sanctions on Russian oil and coal exports, the price of oil, gas and coal increased. Given Ukraine is a large producer of grain for global markets, the disruption of trade flows caused by the Russian invasion also significantly impacted activity in the agricultural markets.

Russia's invasion of Ukraine also disrupted metal production, including nickel, palladium and raw aluminum, leading to price increases across all three commodities. Nickel market prices doubled to more than \$100,000 per ton on March 8, 2022, which led the LME to temporarily suspend trading in nickel. This significant increase in volatility resulted in increased client activity and higher revenue in our Market Making and Clearing businesses, particularly in the first half of 2022.

A reduction in the production or availability, or increase in the cost, of relevant commodities (or a market perception that changes with respect to these factors has or may become likely) generally results in increased volatility. In the short term, higher volatility generally leads to an increase in commodities trading volumes and commissions for our business. However, if geopolitical developments impact production or the availability of a relevant commodity for an extended period, trading volumes may be reduced. Lower volumes of associated economic activity could also adversely impact our financial performance. The impact of any significant increase in volatility or disruption in commodity markets is seen most notably in our Market Making business. For example, trading volumes in our Market Making business increased approximately 30% year-on-year in 2022, with higher levels of client activity in both energy and metals markets caused by Russia's invasion of Ukraine and the nickel market as described above, which more than offset lower trading volumes in the agricultural markets due to supply disruptions, resulting in our Market Making revenue increasing by 23% year-on-year in 2022.

There are generally fewer providers of liquidity during periods of volatility, which leads to wider bid-offer spreads and increased commodity hedging. These conditions present us with an opportunity to increase our trading volumes and revenue in our Market Making business. In Clearing, increased client trading volumes generally translate to higher commission revenue.

### ***Expansion and Consolidation through Acquisitions and Investments in New Capabilities***

We have expanded our business substantially through acquisitions and investments in new capabilities. As a result, we have extended both our product coverage and geographic footprint and substantially increased the scale and scope of our business.

Our acquisition of ED&F Man Capital Markets provided the following benefits to our business:

- substantially expanded our geographic exposure in North America, APAC and the Middle East;
- increased the size of our client base (our client assets grew by 86% from \$8.0 billion as of June 30, 2022 to \$14.9 billion as of December 31, 2022, primarily as a result of the acquisition of ED&F Man Capital Markets) and contributed in part to a significant increase in our net interest income for the year ended December 31, 2023; and
- expanded our clearing, agency and execution capabilities in financial securities, including equities, fixed income and foreign exchange.

The acquisition of the brokerage business of OTCex in February 2023 further strengthened our capabilities in equities, fixed income products and commodities and expanded our operational capabilities in Europe and the Middle East.

Our revenue increased by 75.0% to \$1,244.6 million for the year ended December 31, 2023 from \$711.1 million for the year ended December 31, 2022. Our performance also benefited from the contribution of ED&F Man Capital Markets acquisition in the fourth quarter of 2022. Our profit after tax

increased by 43.9% to \$141.3 million for the year ended December 31, 2023 from \$98.2 million for the year ended December 31, 2022, and our Adjusted Operating Profit increased by 89.0% to \$230.0 million from \$121.7 million for the same periods. In addition to ED&F Man Capital Markets and the brokerage business of OTCex, which we acquired in 2023, we have completed selected acquisitions of varying sizes. See “*Business – Our Strategic Acquisitions.*”

We also have expanded and diversified our business through investments in new capabilities, increasing the number of front-office employees through strategic hires and expanding the range of products and asset classes in which we can service our clients. In particular, we developed our Market Making business by adding recycled metals capabilities and carbon offsets to our renewables product offering, and in our Hedging and Investment Solutions business, we have continued to invest in our derivatives engine and client portal.

These acquisitions and investments in new capabilities have materially increased our geographical footprint and product coverage in recent years and further diversified our business. As a result, it may be difficult to compare certain periods of growth against our prior and future periods. We anticipate pursuing a similar strategy in future periods to further expand our business through additional acquisitions and investments in new capabilities.

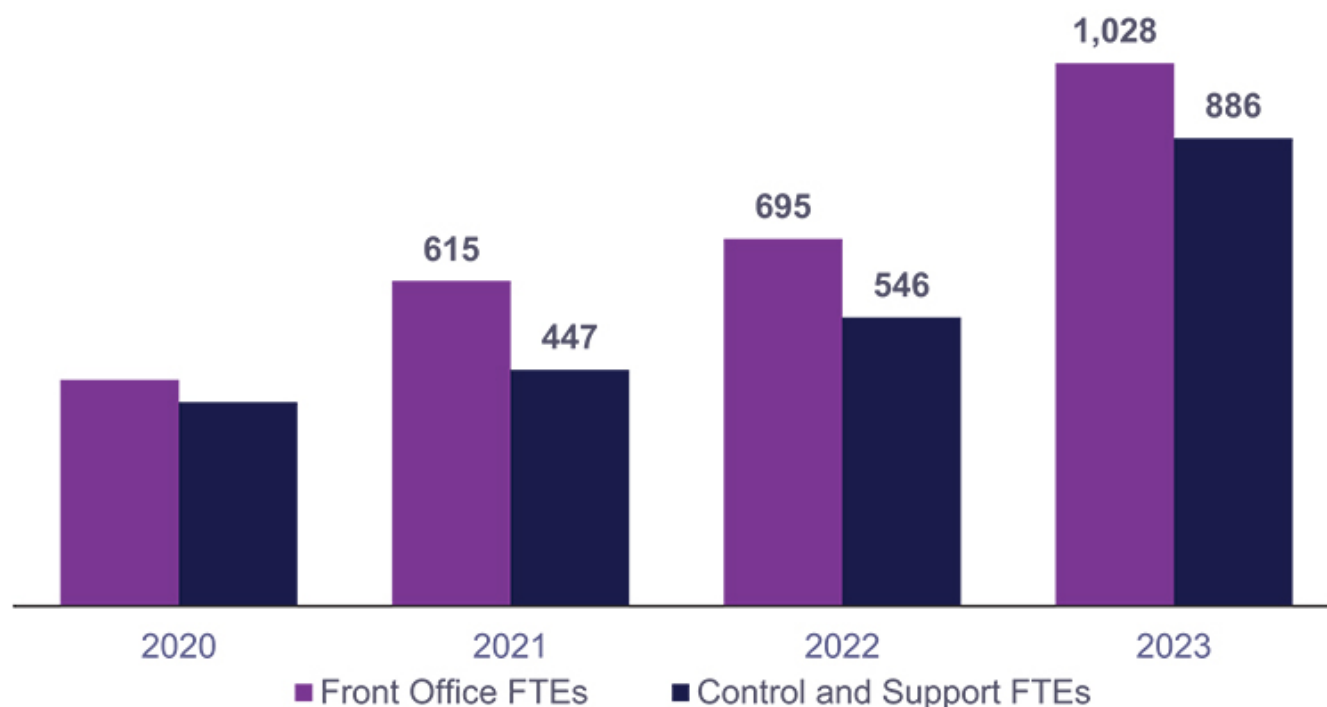
### ***Industry Competition and Employee Compensation***

The success of our business depends upon our ability to offer competitive products and services, which is underpinned by having a strong employee base, including front-office staff, who help to provide our competitive products and services to our growing client base.

Front-office staff play an important role in acquiring and retaining trading business from clients. We compete with other interdealer brokers for front-office staff who have key counterparty relationships and relevant market knowledge. The average number of our front-office FTE increased to 1,104 as of December 31, 2023 from 695 and 615 as of December 31, 2022 and 2021, respectively, as we expanded our business through both acquisitions and organic growth.

The majority of our cost base is headcount-related compensation and benefits, a significant proportion of which is variable and can flex with revenue. Overall, in 2023, approximately 48% of our cost base was fixed and approximately 53% was variable. In 2023, our costs were split approximately 70% and 30% between front-office and control and support, respectively. The graphic below presents our Average FTE breakdown between the front-office and control and support for each period presented.

## Average FTE Breakdown



Salary and bonus levels for front-office staff are generally based on the volume of activity generated by the individual broker's team and are sensitive to market compensation levels paid by our competitors. Employee compensation and benefits, which is driven primarily by salary and bonus levels and headcount of staff, has been the largest cost we have incurred since 2021, representing 73.2%, 66.1% and 75.8% of our expenses for the years ended December 31, 2023, 2022 and 2021, respectively.

### **Interest Income**

As part of our Clearing and Hedging and Investment Solutions businesses, we maintain large cash and financial instrument (including Treasury Bills) balances on behalf of clients with exchanges, Clearing Houses, brokers and banks. We also maintain our own cash balances. We earn interest on these balances and generally only make interest payments to certain clients. Accordingly, we are generally able to retain a significant portion of the interest we earn on such balances. Because of the size of our cash and holdings of investable securities, movements in interest rates can have a significant impact on our results of operations and financial condition.

In the past, we experienced a prolonged period of low interest rates, particularly in the United States, the United Kingdom and Europe. Due to these low interest rates, we received relatively low interest income on our cash balances. Our historical investment of a significant portion of our cash balances in Treasury Bills has hedged us against low interest rates due to their greater return on investment in comparison to cash.

Interest rates may change for a variety of reasons, including external factors outside of our control, such as government macroeconomic policies and responses to levels of inflation. If interest rates fall in future periods, our net interest income will likely decrease. Although we share interest

income with certain clients, we generally retain a significant portion of the interest we earn. As a result, lower interest rates would negatively impact our net interest income.

### ***Climate Change***

We provide liquidity to and match counterparties across key energy markets, including crude oil, residual fuel oil, middle distillates, naphtha and gasoline, as part of our Agency and Execution and Market Making businesses. Changes in laws, regulations, policies, social attitudes, client preferences, market dynamics and technological developments and innovations relating to climate change and the transition to a lower carbon economy have decreased the demand, and therefore size, of the markets for certain energy products where we have historically had significant market shares (such as fuel oil). However, such changes have also created opportunities for us to expand into and capture market share in new energy products (such as renewables). The development and creation of new energy products are less predictable (such as wind power), which may lead to increased levels of volatility.

We have a significant presence in the global agricultural markets, with established teams in London, New York and Chicago that broker and trade agricultural products, including coffee, cotton, cocoa, dairy, forestry, grains and oilseeds, livestock and sugar. As a result, the physical impacts of climate change and climate change-driven severe weather events have had, and are expected to continue to have, a direct impact on trading volumes in certain products. For example, activity levels in the cocoa, coffee, sugar and grain commodity markets have been impacted by severe weather exacerbated by climate change. In particular, drought has impacted the volume of grain production in Ukraine in recent years, which in turn has reduced volumes of grain in the market. Reduced volumes in Ukrainian grains and other impacted commodities have led to an increase in hedging activity by market participants and increased our revenue.

### ***Exchange Rates***

We report our financial results in U.S. dollars. However, a significant proportion, particularly prior to our acquisition of ED&F Man Capital Markets, of our costs were and are incurred, and a proportion of our trading activity is conducted, in currencies other than the U.S. dollar. Our results of operations and financial condition may therefore be significantly affected by movements in the exchange rates between the U.S. dollar and other currencies, particularly the Pound Sterling and Euro.

As we have extensive operations in the United Kingdom, including significant back-office and other support staff and lease obligations for office space, any appreciation in the Pound Sterling against the U.S. dollar would increase our reported expense levels. As our levels of commissions earned are tied to the volume and pricing levels of commodities traded, any appreciation in the Euro against the U.S. dollar would lead to an increase in the level of our reported commissions from trading activity in commodities priced in Euro.

To minimize our exposure to exchange rate volatility, we use foreign exchange forward contracts to hedge our material future dated Pound Sterling commitments. These foreign exchange forward contracts are designated as cash flow hedges and have terms that do not exceed 12 months. As of December 31, 2023, we had a gain of \$2.9 million and, as of December 31, 2022, a gain of \$2.2 million, under our foreign exchange forward contracts.

### ***Regulation***

We operate in highly regulated jurisdictions and industries. Applicable regulations influence the type of products we may offer clients, and, therefore, these regulations have a significant effect on our revenue and profitability. Our business is subject to direct and indirect regulation by a variety of

regulators in multiple jurisdictions, including the FCA in the United Kingdom, the CFTC, NFA, SEC and FINRA in the United States and the AMF and the ACPR in France. See “*Business – Regulation.*” We are required to meet capital adequacy tests in certain jurisdictions to ensure that we have sufficient capital to mitigate risks from market movements and client and counterparty default.

In recent years, and most recently due to the COVID-19 pandemic and Brexit, regulators have developed new regulations and other reforms designed to strengthen the financial system and improve the operation of global financial markets. These regulations have impacted the way we conduct our business. For example, under the IFPR, a prudential regime for U.K.-authorized investment firms, we are subject to consolidated prudential supervision by the FCA.

To ensure regulatory compliance, we have invested, and expect to continue to invest, in our compliance and legal functions. We are also subject to routine and *ad hoc* internal and external regulatory inquiries and investigations. Additional regulation, inquiries or changes in rules promulgated by the authorities and regulators that oversee our business may also increase our compliance costs.

Applicable regulations also influence the behavior of our clients. In recent years, regulators have generally tightened the capital, leverage and liquidity requirements of commercial and investment banks and taken steps to limit or separate their activities to reduce systemic and contagion risk. The volumes of transactions our clients conduct with commercial and investment banks may be affected by their reactions to any such regulatory changes.

### **Key Performance Indicators**

Throughout this prospectus, we provide a number of key performance indicators used by our management and often used by competitors in our industry. We regularly monitor the following operating metrics in order to measure our current performance and project our future performance, which are defined as follows:

“*FTE*” means the number of our full-time equivalents as of the end of a given period, which includes permanent employees and contractors.

“*Average FTE*” means the average number of our full-time equivalents over the period, including permanent employees and contractors.

“*Revenue per FTE*” means revenue for a given period divided by the Average FTE for the same period.

“*Active Clients*” means clients that have generated more than \$5,000 in revenue for us in a given period.

“*Average Balances*” means the average amount of balances that generate interest income for us over a given period, calculated using quarterly data.

“*Trades executed*” means the total number of trades executed on our platform in a given year.

“*Contracts cleared*” means the total number of contracts cleared in a given year.

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“*Total Capital Ratio*” means our total capital resources in a given period divided by the capital requirement for such period under the IFPR.

	Year Ended December 31,		
	2023	2022	2021
FTE	2,167	1,641	1,124
Average FTE	1,914	1,241	1,062
Revenue per FTE (\$)	1.2	1.0	0.9
Active Clients	4,059	2,753	2,255
Average Balances (\$m)	12.3	9.5	5.0
Trades Executed (m)	129	58	40
Contracts Cleared (m)	856	248	198
Total Capital Ratio (%)	231	266	164

### Segments

We report our results in five segments, which consist of our four core segments: Clearing, Agency And Execution, Market Making, Hedging and Investment Solutions, and our Corporate segment.

In prior years, we did not separately report on the Corporate segment, and during 2023, we changed our approach to include Corporate as a separately reportable segment. Our operating segments information is presented in a manner consistent with the internal reporting provided to the Chief Operating Decision Maker (“CODM”). The CODM, who is responsible for allocating resources and assessing performance, has been identified as our executive committee, which consists of key members of our senior management team (the “Executive Committee”). The CODM regularly reviews our operating results in order to assess performance and to allocate resources. We measure each reportable operating segment’s performance based on revenue and Adjusted Operating Profit.

Our five segments provide the following services:

- ***Clearing***: We are the interface between exchanges and clients and provide the connectivity that allows our clients access to exchanges and central clearing houses. As clearing members, we act as principal on behalf of our clients and generate revenue on a commission per trade basis and generate net interest income on client balances. We provide clearing services across energy, commodities and financial securities markets across different geographies.
- ***Agency and Execution***: Using our deep market knowledge, we are able to match buyers and sellers on an agency basis by facilitating price discovery across a broad range of commodities and financial markets. Our Agency and Execution segment primarily generates revenue on a commission per trade basis without material credit or market risk exposure. In addition to listed products that trade directly on exchanges, many of our markets are traded on an OTC basis.
- ***Market Making***: We act as principal to provide direct market pricing to professional and wholesale counterparties in a variety of commodity and securities markets. Our Market Making segment primarily generates revenue through charging a spread between buying and selling prices, without taking significant proprietary risk. Our Market Making operations are diversified across geographies and asset classes.

- ***Hedging and Investment Solutions:*** We offer bespoke hedging and investment solutions for our clients and generate revenue through a return built into our product pricing. Tailored hedging solutions allow producers and consumers of commodities to hedge their exposure to movements in market prices, as well as exchange rates, across a variety of different time horizons.
- ***Corporate:*** Our Corporate segment includes our control and support functions: finance, treasury, IT, risk, compliance, legal, human resources and executive management to support our other operating segments. Corporate manages our resources across the group, makes investment decisions and provides operational support to our other business segments. Corporate manages our funding requirements, with interest expense incurred through the issuance of debt securities, which is charged to other segments through intersegmental funding allocations to reflect their consumption of these resources. We derive interest income in Corporate from interest on our in-house cash balances. The adjusted operating loss from our Corporate segment includes expenses related to costs of the functions that are not recovered by our other the operating segments and corporate costs.

### **Components of Results of Operations**

The following describes certain line items in our consolidated income statement.

#### **Revenue**

Our revenue consists of:

##### ***Net Commission Income***

Sales and brokerage commissions are generated by internal brokers and introducing broker dealers when the customers trade exchange traded derivatives, OTC traded derivatives, fixed income securities and equity securities.

We are responsible for executing and clearing the customers' purchases and sales. As such, we act as principal, and our commission revenue is recognized on a gross basis.

Commissions on exchange traded derivatives and OTC traded derivatives are recognized at a point in time on the trade date when a client order is cleared or executed or when performance obligation is satisfied. Commissions on traded securities are sale-based commissions that are recognized at a point in time on the trade date. Sales based commissions are typically a fixed fee per security transaction and in certain instances are based on a percentage of the transaction value.

Commission charged to customers on clearing transactions include clearing fees and other fee expenses. Clearing fees earned represent transaction-based fees charged by the various exchanges and clearing organizations at which we or one of our clearing brokers are a member for the purpose of executing and/or clearing trades through them. Clearing fees are generally passed through to clients' accounts and are reported gross as we maintain control over the clearing and execution services provided, maintain relationships with the exchanges or clearing brokers and have ultimate discretion in whether the fees are passed through to the clients and the rates at which they are passed through. As clearing fees are transactional based revenues, they are recognized at a point in time on the trade date along with the related commission revenue when the client order is cleared or executed.



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In connection with the execution and clearing of trades, we are required to pay fees to the executing brokers, exchanges, clearing organizations and banks. These fees are based on transaction volumes and recognized as commission and fee expense on the trade date. We also pay commissions to third-party introducing brokers (individuals or organizations) that maintain relationships with clients and introduce them to us. Introducing brokers accept orders from clients while we provide the accounts, transaction, margining and reporting services, including money and securities from clients. Introducing broker commissions are determined monthly and presented in commissions and fee expense in the income statement and settled quarterly. Commission and fee expenses are generally passed through to clients' accounts. No other costs related to the generation of commission income are included within commission and fee expense.

### *Net Trading Income*

Net trading income includes realized and unrealized gains and losses derived from market making activities in OTC derivatives, exchange traded derivatives, equities, fixed income and foreign exchange. Net trading income also includes gains and losses generated from transactions in OTC derivatives, equities, fixed income and foreign exchange executed with clients and other counterparties. We enter into these transactions on our own account.

In certain transactions, the transaction price of the financial instrument differs from the fair value calculated using valuation models. This difference is called day 1 profit or loss and is recognized immediately in the income statement in net trading income only when:

- the fair value determined using valuation models, is based only on observable inputs or
- the fair value determined using valuation models is based on both observable and unobservable inputs, but the impact of the unobservable inputs in the fair value is insignificant.

In all other cases, the financial instrument is initially recognized at the transaction price, and the recognition of day 1 profit or loss is deferred and amortized through the term of the deal or to the date when unobservable inputs become observable (if sooner) unless specific factors relevant to the trade require a specific recognition pattern.

### *Net Interest Income*

Interest income includes mainly the interest earned on the cash and financial instruments balances held on behalf of our clients as well as on our own cash balances and interest earned in secured financing transactions. Interest income is calculated using the effective interest rate method. The effective interest rate is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument to the gross carrying amount of the financial asset (before adjusting for expected credit losses) or to the amortized cost of the financial liability.

Interest expense includes interest paid to our clients on their balances and paid to our counterparties in secured financing transactions, debt securities issued and borrowings. The interest expense component of our structured notes, which are financial liabilities designated at fair value through profit and loss, are also presented in gross interest expense and are recognized on a market interest rate basis. Interest expense is calculated using the effective interest rate method.

### *Net Physical Commodities Income*

We enter into contracts to purchase physical commodities for the purpose of selling in the near future to generate a profit from the fluctuations in prices. In accordance with IFRS 9, these contracts are recognized and measured at fair value, with the resulting fair value gains and losses being included

in net physical commodities income. Contracts to purchase and sell physical commodities are provisionally priced at the date that an initial invoice is issued. Provisionally priced payables and receivables are measured at their fair value through the income statement.

## **Expenses**

### *Compensation and benefits*

Compensation and benefits include wages and salaries, as well as short-term employee benefits and retirement benefits. For short-term employee benefits, a liability is recognized for the amount expected to be paid if we have a present legal or constructive obligation to pay this amount as a result of past service provided by the employee, and the obligation can be estimated reliably. For retirement benefits, we operate defined contribution schemes. Payments to such defined contribution retirement benefit schemes are recognized as an expense when employees have rendered services entitling them to contributions.

### *Depreciation and Amortization*

Depreciation of property, plant and equipment begins when such assets are available for use (i.e., when they are in the location and condition necessary to be capable of operating in the manner intended by management). Depreciation is calculated on a straight-line basis over an asset's estimated useful life.

Software relates to both hosted and internally developed software solutions, both of which have a finite useful economic life of between two and five years. Software is amortized in the income statement on a straight-line basis over the period we expect to benefit from using the software.

### *Other Expenses*

Other expenses mainly relate to expenses for professional fees, non-trading technology and support, trading systems and market data, occupancy and equipment rental, travel and business development and communications.

### *Impairment of Goodwill*

Goodwill has an indefinite useful economic life and is measured at cost less any accumulated impairment losses. It is tested for impairment annually and whenever there is an indicator of impairment. Where the carrying value exceeds the higher of the value in use or fair value less cost to sell, an impairment loss is recognized in the income statement.

### *Impairment for credit losses*

We recognize a loss allowance for expected credit losses ("ECLs") on investments in debt instruments that are measured at amortized cost or at fair value through other comprehensive income. No impairment loss is recognized for investments in equity instruments. The amount of ECLs is updated at each reporting date to reflect changes in credit risk since initial recognition of the respective financial instrument. We always recognize lifetime ECLs for trade receivables. ECLs are a probability-weighted estimate of credit losses based on both quantitative and qualitative information and analysis, based on our historical experience and informed credit assessment and forward-looking expectation.

***Bargain Purchase Gain on Acquisitions***

A bargain purchase results when a business is acquired for less than the fair market value of its net assets, such as if the acquisition date amounts of the identifiable assets, liabilities and contingent liabilities acquired exceed the sum of the fair value of consideration transferred. A bargain gain is recognized in the income statement.

***Other Income***

Other income relates mainly to a research and development tax expenditure credit.

***Share of Results in Associates and Joint Ventures***

Our investment in our associates is accounted for using the equity method. Under the equity method, the investment in an associate or a joint venture is initially recognized at cost. The carrying amount of the investment is adjusted to recognize changes in our share of net assets of the associate or joint venture since the acquisition date. The income statement reflects our share of the results of operations of the associate.

***Tax***

Tax expense represents the sum of the tax currently payable and deferred tax. A mix of geographical revenue and costs in any given period drives our effective tax rate. As our business decisions are not driven by a targeted tax rate, but rather by operating activities, this will introduce variability in our effective tax rate year over year, which impacts our net results.

## Results of Operations

The following table sets forth the results of operations for the years ended December 31, 2023, 2022 and 2021. We have derived this data from our consolidated financial statements included elsewhere in this prospectus. This information should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this prospectus.

	Year ended December 31,		
	2023	2022	2021
	(millions, except per share data)		
<b>Consolidated Income Statement</b>			
Commission and fee income	\$ 1,342.4	\$ 651.0	\$ 573.7
Commission and fee expense	(637.5)	(299.2)	(283.8)
<b>Net commission income</b>	<b>704.9</b>	<b>351.8</b>	<b>289.9</b>
<b>Net trading income</b>	<b>411.4</b>	<b>325.3</b>	<b>239.9</b>
Interest income	591.8	194.4	23.1
Interest expense	(470.2)	(165.0)	(26.4)
<b>Net interest income/(expense)</b>	<b>121.6</b>	<b>29.4</b>	<b>(3.3)</b>
<b>Net physical commodities income</b>	<b>6.7</b>	<b>4.6</b>	<b>15.0</b>
<b>Revenue</b>	<b>1,244.6</b>	<b>711.1</b>	<b>541.5</b>
<b>Expenses:</b>			
Compensation and benefits	(770.3)	(438.6)	(359.2)
Depreciation and amortization	(27.1)	(13.8)	(10.3)
Other expenses	(237.4)	(147.8)	(103.5)
Impairment of goodwill	(10.7)	(53.9)	—
Provision for credit losses	(7.1)	(9.5)	(0.8)
Bargain purchase gain on acquisitions	0.3	71.6	—
Other income	3.4	2.8	1.9
Share of results in associates and joint ventures	0.8	(0.3)	0.3
<b>Profit before tax</b>	<b>196.5</b>	<b>121.6</b>	<b>69.9</b>
Tax	(55.2)	(23.4)	(13.4)
<b>Profit after tax</b>	<b>\$ 141.3</b>	<b>\$ 98.2</b>	<b>\$ 56.5</b>

### Year Ended December 31, 2023 Compared to Year Ended December 31, 2022

#### Net Commission Income

Net commission income increased by 100% to \$704.9 million for the year ended December 31, 2023 from \$351.8 million for the year ended December 31, 2022. The increase was primarily driven by increased customer activity in Agency and Execution, as well as in our Clearing business.

In our Agency and Execution business, net commission income increased by 129% to \$473.4 million in 2023 from \$207.1 million in 2022, primarily due to a \$186.9 million increase in Financial Securities, reflecting the ED&F Man Capital Markets and OTCex acquisitions, both of which significantly increased our capabilities in equities, fixed income, rates and FX markets as well as \$79.0 million growth in Energy due to increased activity levels and higher productivity per employee. At the same time, in our Clearing business, net commission income increased by 63% to \$236.2 million in 2023 from \$144.7 million in 2022, due to increased client activity on our platform compared to the prior period, as a result of the larger client base from the ED&F Man Capital Markets acquisition, which drove a \$74.3 million increase, and clients in our existing businesses, which led to a \$10.9 million increase.

### *Net Trading Income*

Net trading income increased by 27% to \$411.4 million for the year ended December 31, 2023 from \$325.3 million for the year ended December 31, 2022. The increase was primarily led by \$43.7 million growth in Agency and Execution, driven by our Financial Securities business and a \$36.9 million increase in Hedging and Investment Solutions reflecting increased demand.

In Market Making, net trading income increased by 2% in 2023. We experienced strong acquisition driven growth in financial securities products, which grew by 123% to \$25.6 million. However, this was partly offset by lower net trading income from the metals, agriculture and energy markets, which decreased by \$10.5 million, \$1.8 million and \$20.5 million, respectively, reflecting lower levels of volatility and client activity due to a return to more normal levels following the exceptional conditions seen in the first half of 2022.

### *Net Interest Income*

Interest income increased by 204% to \$591.8 million for the year ended December 31, 2023 from \$194.4 million for the year ended December 31, 2022. Interest expense increased by 185% to \$470.2 million for the year ended December 31, 2023 from \$165.0 million for the year ended December 31, 2022. This growth was driven by both increases in interest rates and average client balances. During 2023, the average Fed Funds rate increased to 5.0% for the year ended December 31, 2023 from 1.7% in 2022. In addition to the rise in interest rates, we experienced increases in our total average client balances (including segregated and non-segregated client balances), which increased to \$12.3 billion as of December 31, 2023 from \$9.5 billion as of December 31, 2022. Average client balances grew due to a combination of increased activity levels within our core businesses, higher margin requirements at exchanges in the first half of 2023, as well as the full year impact of the acquisition of ED&F Man Capital Markets. As a result of these increases in interest rates and total client balances, our net interest income increased to \$121.6 million for the year ended December 31, 2023 from \$29.4 million net interest income for the year ended December 31, 2022.

### *Net Physical Commodities Income*

Net physical commodities income increased by 46% to \$6.7 million for the year ended December 31, 2023 from \$4.6 million for the year ended December 31, 2022. This increase was primarily due to a 10% increase in sales volumes resulting from the acquisition of GMN. For the year ended December 31, 2023, we made a hedging gain of \$3.1 million compared to a \$4.2 million gain for the year ended December 31, 2022.

### *Revenue*

Revenue increased by 75% to \$1,244.6 million for the year ended December 31, 2023 from \$711.1 million for the year ended December 31, 2022. Revenue increased across all segments except for Market Making and was primarily driven by an increase in revenue from our Agency and Execution and Clearing businesses, which benefited from an increased number of clients on our platform as a result of organic and inorganic growth. The reduction in Market Marketing revenue reflects lower levels of volatility and client activity compared to the exceptional conditions seen in the prior period.

### *Expenses*

#### Compensation and benefits

Compensation and benefits expense increased by 76% to \$770.3 million for the year ended December 31, 2023 from \$438.6 million for the year ended December 31, 2022, primarily due to the full

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year effect of the ED&F Man Capital Markets and OTCex acquisitions, which increased compensation and benefits by \$236 million. Costs in our existing businesses grew by \$95.2 million, driven by increases to variable pay reflecting improved performance, as well as a year over year increase in salary and wage costs due to pay raises and investing in our control and support functions. Our average number of FTEs increased to 1,914 for the year ended December 31, 2023 from 1,241 for the year ended December 31, 2022.

### Depreciation and amortization

Depreciation and amortization expense increased by 96% to \$27.1 million for the year ended December 31, 2023 from \$13.8 million for the year ended December 31, 2022. The increase was primarily due to the depreciation and amortization of assets acquired during 2023, which were mainly right of use assets and property, plant and equipment acquired as a result of business combinations.

### Other expenses

Other expenses increased by 61% to \$237.4 million for the year ended December 31, 2023 from \$147.8 million for the year ended December 31, 2022. This increase was primarily due to higher professional fees, which increased by 39% driven by acquisitions and activities related to preparation for this offering. Trading systems and market data expenses and occupancy and travel expenses increased significantly as a result of our growing business following acquisitions.

### Impairment of goodwill

Impairment of goodwill was \$10.7 million for the year ended December 31, 2023 and \$53.9 million for the year ended December 31, 2022. Our annual assessment of goodwill determined that an impairment of \$10.7 million to our Volatility Performance Fund cash generating unit was required, as its value in use was determined to be lower than its carrying value as a result of historic performance and macroeconomic factors. In 2022, the impairment charge was related to the OTC energy business.

### Impairment for credit losses

Impairment for credit losses decreased to \$7.1 million for the year ended December 31, 2023 from \$9.5 million for the year ended December 31, 2022. In 2023, the decrease primarily related to two impairments, one in our Metals business, increasing the 2022 provision to reflect a revised view of recoverability, and one in our Hedging and Investment Solutions business, as a client failed to pay a margin call and no payment was received by year end. In 2022, the impairment losses were recognized on amounts due from two clients unable to cover margin calls during the period.

### *Bargain Purchase Gain on Acquisitions*

Bargain purchase gain on acquisitions was \$0.3 million for the year ended December 31, 2023 and \$71.6 million for the year ended December 31, 2022. Bargain purchase gains on acquisition relate to a gain of \$0.3 million for year ended December 31, 2023, recognized as a result of the acquisition of ED&F Man Capital Markets' Hong Kong business in 2023 and \$71.6 million recognized as a result of the acquisition of ED&F Man Capital Markets' US and UK businesses for the year ended December 31, 2022.

### *Tax*

Tax expenses increased by 136% to \$55.2 million for the year ended December 31, 2023 from \$23.4 million for the year ended December 31, 2022. The increase was due primarily to an increase in

profit in 2023 (including as a result of our acquisition of ED&F Man Capital Markets). Our effective tax rate in 2023 also increased to 26.0% from 19.2% for each of the years ended December 31, 2022 and 2021. This reflects the increase in the headline U.K. Corporation rate tax from 19% to 25% on April 1, 2023, resulting in a blended rate of 23.5% for the 2023 year, as well as the changing geographic mix of our profits. The U.S. tax expense increased by 164% to \$18.79 million in 2023 from \$7.12 million in 2022, while our tax expense on foreign operations increased by 234% to \$20 million for 2023 from \$5.9 million in 2022.

### **Year Ended December 31, 2022 Compared to Year Ended December 31, 2021**

#### *Net Commission Income*

Net commission income increased by 21% to \$351.8 million for the year ended December 31, 2022 from \$289.9 million for the year ended December 31, 2021. The increase was primarily driven by higher activity in our metals, agriculture and energy markets, which benefited from increased segmental volumes, higher levels of client activity and the acquisition of ED&F Man Capital Markets business in the fourth quarter.

In our Clearing business, net commission income increased by 30% to \$144.7 million in 2022, largely reflecting an increase in volumes cleared due to higher levels of client activity and the inclusion of the ED&F Man Capital Markets business operations in the final quarter of the year. In our Agency and Execution business, net commission income increased by 15% to \$207.1 million, primarily due to the inclusion of the ED&F Man Capital Markets operations in the final quarter of the year, which expanded our capabilities, particularly in the financial securities markets.

#### *Net Trading Income*

Net trading income increased by 36% to \$325.3 million for the year ended December 31, 2022 from \$239.9 million for the year ended December 31, 2021. The increase was primarily driven by an increase in trading volumes in our Market Making and Hedging and Investment Solutions businesses, which increased collectively approximately 35% in 2022, reflecting an expansion in our service offerings and international footprint and higher volatility as a result of the Russia's invasion of Ukraine, which resulted in higher levels of client activity on our platform year over year.

Revenue from the metals and energy markets increased due to the significant increase in volatility and client activity in the first half of 2022 when markets were heavily impacted by Russia's invasion of Ukraine. These benefits more than offset the year over year revenue decline from agricultural trading activities, which were negatively impacted by the disruption to trade flows from Ukraine's position as a large producer in the global grains market following the invasion.

#### *Net Interest Income*

Interest income increased to \$194.4 million for the year ended December 31, 2022 from \$23.1 million for the year ended December 31, 2021. Interest expense increased to \$165.0 million for the year ended December 31, 2022 from \$26.4 million for the year ended December 31, 2021. During 2022 and 2023, central banks around the world have raised interest rates in response to significant inflationary pressures. For example, the average Fed Funds rate, which is the interest rate at which depository institutions trade federal funds with each other overnight, increased to 1.7% for the year ended December 31, 2022 from 0.1% in 2021. In addition to this increase in interest rates, we experienced increases in our client balances (including segregated and non-segregated client balances), which increased to \$14.9 billion as of December 31, 2022 from \$6.8 billion as of December 31, 2021. These total client balances increases were due to a

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combination of increased activity levels associated with market volatility, higher absolute market prices of commodities and increased margin requirements, as well as, for the year ended December 31, 2022, the acquisition of ED&F Man Capital Markets. As a result of these increases in interest rates and client balances, our net interest income increased to \$29.4 million for the year ended December 31, 2022 from \$3.3 million net interest expense in 2021.

### *Net Physical Commodities Income*

Net physical commodities income decreased by 69% to \$4.6 million for the year ended December 31, 2022 from \$15.0 million for the year ended December 31, 2021. While income from physical commodities activity decreased for the year ended December 31, 2022, this does not include the hedging activities used to manage the market risk arising from this physical commodities activity, which is reported as net trading income. For the year ended December 31, 2021, we incurred hedges of a \$9.2 million loss, compared to a \$4.2 million gain for the year ended December 31, 2022. On a net basis, income from our physical commodities business increased by 46.7% to a net profit of \$8.8 million for the year ended December 31, 2022 from \$6.0 million for the year ended December 31, 2021. This increase was primarily the result of an increase in client demand for sustainable alternatives and buoyant conditions within the metals market.

### *Revenue*

Revenue increased by 31% to \$711.1 million for the year ended December 31, 2022 from \$541.5 million for the year ended December 31, 2021. The increase was primarily due to an increase in revenue from our Clearing and Market Making businesses, which benefited from an increased number of clients on our platform and increased levels of client activity due to higher volatility in the energy and commodity markets.

### *Expenses*

#### Compensation and benefits

Compensation and benefits expense increased by 22% to \$438.6 million for the year ended December 31, 2022 from \$359.2 million for the year ended December 31, 2021 due to a 20% year over year increase in salary and wage costs due to pay raises, a 16.9% year over year increase in average headcount, particularly in our Control and Support segment, and an increase in share-based compensation as more staff were included in our incentive plan scheme. Our average monthly number of FTEs increased to 1,241 for the year ended December 31, 2022 from 1,062 for the year ended December 31, 2021.

#### Depreciation and amortization

Depreciation and amortization expense increased by 34% to \$13.8 million for the year ended December 31, 2022 from \$10.3 million for the year ended December 31, 2021. The increase was primarily due to the depreciation and amortization of assets acquired during 2022, mainly right of use assets and property, plant and equipment acquired as a result of business combinations.

#### Other expenses

Other expenses increased by 43% to \$147.8 million for the year ended December 31, 2022 from \$103.5 million for the year ended December 31, 2021. This increase was primarily due to an increase in non-trading technology and support costs, trading systems and market data costs due to updates and enhancements to IT systems. Further, professional fees increased due to activities related to acquisitions.



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### Impairment of goodwill

Impairment of goodwill increased to a loss of \$53.9 million for the year ended December 31, 2022, which was primarily due to an impairment charge within our OTC energy business that was recognized due to the combination of market conditions and increased discount rates.

### Impairment for credit losses

Impairment for credit losses increased to \$9.5 million for the year ended December 31, 2022 from \$0.8 million for the year ended December 31, 2021. The increase was primarily due to the recognition of impairment losses on amounts due from two clients unable to cover margin calls during the period.

### *Bargain Purchase Gain on Acquisitions*

Bargain purchase gain on acquisitions increased to \$71.6 million for the year ended December 31, 2022. The acquisition of ED&F Man Capital Markets resulted in a gain due to the desire of the seller to exit the capital markets business segment. The lack of other companies that could acquire the business allowed us to obtain an acquisition price that was at a material discount to the tangible net asset value of the acquired business.

### *Other Income*

Other income increased by 47% to \$2.8 million for the year ended December 31, 2022 from \$1.9 million for the year ended December 31, 2021. The increase was primarily due to a research and development expenditure credit from HMRC, which was identified after a full review and resulted in a \$1.2 million taxable credit to the income statement.

### *Tax*

Tax expenses increased by 75% to \$23.4 million for the year ended December 31, 2022 from \$13.4 million for the year ended December 31, 2021. The increase was due primarily to an increase in profit in 2022.

Our effective tax rate was 19.2% for each of the years ended December 31, 2022 and 2021.

## Segment Revenue and Adjusted Operating Profit

Our revenue and Adjusted Operating Profit by operating segment is summarized below.

	Year ended December 31,		
	2023	2022	2021
	(millions)		
<b>Revenue</b>			
Clearing	\$ 373.6	\$ 200.0	\$ 119.9
Agency and Execution	541.5	230.7	191.6
Market Making	153.9	172.6	141.0
Hedging and Investment Solutions	128.1	100.0	88.8
Corporate	47.5	7.8	0.2
<b>Total Revenue</b>	<b><u>\$1,244.6</u></b>	<b><u>711.1</u></b>	<b><u>541.5</u></b>
<b>Adjusted Operating Profit</b>			
Clearing	\$ 185.0	77.5	38.1
Agency and Execution	71.9	23.4	24.0
Market Making	33.3	66.5	52.2
Hedging and Investment Solutions	33.8	27.8	31.8
Corporate	(94.0)	(73.5)	(66.5)

### **Year Ended December 31, 2023 Compared to Year Ended December 31, 2022**

#### *Clearing*

Our Clearing revenue increased by 87% to \$373.6 million for the year ended December 31, 2023 from \$200.0 million for the year ended December 31, 2022. This increase was primarily due to a combination of the ED&F Man Capital Markets acquisition, which completed in the fourth quarter of 2022, the benefit of higher interest rates and higher margin requirements at exchanges in the first half of the year, as well as organic growth as new clients were acquired.

Our Clearing Adjusted Operating Profit increased by 139% to \$185.0 million for the year ended December 31, 2023 from \$77.5 million for the year ended December 31, 2022. This increase was due to the revenue factors noted above, while controlling expenditure as the business grew.

#### *Agency and Execution*

Our Agency and Execution revenue increased by 135% to \$541.5 million for the year ended December 31, 2023 from \$230.7 million for the year ended December 31, 2022. This increase was driven by both our Energy and Financial Securities businesses.

In Energy, lower absolute price levels and volatility in our core European energy markets supported increased activity levels. Energy revenue increased 56.4% to \$79.1 million for the year ended December 31, 2023. The actions taken to restructure this business during 2022, including the closure of poor performing desks and selective hiring, also benefited from improved productivity, contributing to higher revenue and profitability. Financial Securities revenue increased by 256.5% to \$231.7 million for the year ended December 31, 2023 as a result of the ED&F Man Capital Markets acquisition in the fourth quarter of 2022 and the OTCex acquisition in the first quarter of 2023, both of which significantly increased our capabilities in equities, fixed income, rates and FX markets.

Our Agency and Execution Adjusted Operating Profit increased by 206% to \$71.9 million for the year ended December 31, 2023 from \$23.5 million for the year ended December 31, 2022. This increase was driven by the client activity levels, restructuring and acquisition activity noted above.

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### *Market Making*

Our Market Making revenue decreased by 11% to \$153.9 million for the year ended December 31, 2023 from \$172.6 million for the year ended December 31, 2022. The decrease was due to a \$20.5 million reduction in revenue from Energy markets and a \$10.5 million reduction in Metals, which decreased due to lower levels of volatility and client activity, reflecting a return to more normal levels following the exceptional conditions seen in 2022. This was partly offset by growth of \$14.0 million in our Securities business as a result of the ED&F Man Capital Markets acquisition.

Our Market Making Adjusted Operating Profit decreased by 50% to \$33.3 million for the year ended December 31, 2023 from \$66.5 million for the year ended December 31, 2022. This decrease was primarily due to the revenue drivers noted above.

### *Hedging and Investment Solutions*

Our Hedging and Investment Solutions revenue increased by 28% to \$128.1 million for the year ended December 31, 2023 from \$100.0 million for the year ended December 31, 2022. The increase was due primarily to increasing demand for our investment solutions and commodity hedging solutions, as well as more favorable market conditions.

Our Hedging and Investment Solutions Adjusted Operating Profit increased by 22% to \$33.8 million for the year ended December 31, 2023 from \$27.8 million for the year ended December 31, 2022. The increase was due primarily to customer demand driven revenue increases.

### *Corporate*

Our Corporate revenue increased by 509% to \$47.5 million for the year ended December 31, 2023 from \$7.8 million for the year ended December 31, 2022. The increase was mainly due to the effect of rising interest rates on our house cash balances.

Our Corporate Adjusted Operating Profit decreased by 28% to a loss of \$94.0 million for the year ended December 31, 2023 from a loss of \$73.5 million for the year ended December 31, 2022. The decrease primarily reflects the continued investment in our control and support functions to support business growth.

## ***Year Ended December 31, 2022 Compared to Year Ended December 31, 2021***

### *Clearing*

Our Clearing revenue increased by 67% to \$200.0 million for the year ended December 31, 2022 from \$119.9 million for the year ended December 31, 2021. This increase was primarily due to an increase in commission revenue in our energy, agriculture and metals Clearing businesses and the acquisition of ED&F Man Capital Markets in the fourth quarter of the year. In addition, we onboarded several notable new clients during the year and benefitted from the adoption of a dynamic approach to pricing with certain clients.

Our Clearing Adjusted Operating Profit increased by 103% to \$77.5 million for the year ended December 31, 2022 from \$38.1 million for the year ended December 31, 2021. This increase was due to increases in client volumes, commission revenue as well as higher interest income due to both higher client balances and higher central bank interest rates in response to inflationary pressures, which benefitted our margins, particularly in the second half of the year.

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### *Agency and Execution*

Our Agency and Execution revenue increased by 20% to \$230.7 million for the year ended December 31, 2022 from \$191.6 million for the year ended December 31, 2021. This increase was primarily due to an increase in revenue from financial securities following the completion of the acquisition of ED&F Man Capital Markets.

Our Agency and Execution Adjusted Operating Profit decreased to \$23.4 million for the year ended December 31, 2022 from \$24.0 million for the year ended December 31, 2021. This decrease was primarily due to deterioration of market conditions including higher absolute energy prices and increased margin requirements, which resulted in decreased client activity in our energy business in the second half of the year. Average front-office headcount slightly increased during the period, as we looked to reallocate resources to invest in certain geographies to expand our product and client coverage, which had a slight negative impact on our Adjusted Operating Profit for our OTC energy operations.

### *Market Making*

Our Market Making revenue increased by 22% to \$172.6 million for the year ended December 31, 2022 from \$141.0 million for the year ended December 31, 2021. The increase was due primarily to an increase in revenue from our metals and energy businesses, which collectively increased by \$46.2 million as a result of a significant increase in volatility and client activity in the first six months of 2022 following Russia's invasion of Ukraine. However, activity in the agriculture market was lower, as Ukraine is a large producer in the global grains market, and the invasion disrupted trade flows. This caused our revenue for this asset class for the year ended December 31, 2022 to decline by \$15.6 million compared to the revenue for this asset class for the year ended December 31, 2021. While volatility remained elevated in the second half of the year, market conditions and levels of client activity normalized.

Our Market Making Adjusted Operating Profit increased by 27% to \$66.5 million for the year ended December 31, 2022 from \$52.2 million for the year ended December 31, 2021. This increase was primarily due to positive market conditions and change in the mix of strategic investments, organic growth initiatives and the selective hiring of additional resources to further enhance our product development and coverage.

### *Hedging and Investment Solutions*

Our Hedging and Investment Solutions revenue increased by 13% to \$100.0 million for the year ended December 31, 2022 from \$88.8 million for the year ended December 31, 2021. The increase was due primarily to strong demand for our commodity hedging services due to increased market volatility, combined with our expanded distribution network particularly in the United States, which led to an increase in our number of active clients on our platform. Our Financial Products area of the business was impacted by lower investor risk appetite due to the weaker performance of the equity capital markets, particularly in the first half of the year.

Our Hedging and Investment Solutions Adjusted Operating Profit decreased by 13% to \$27.8 million for the year ended December 31, 2022 from \$31.8 million for the year ended December 31, 2021. The decrease was due primarily to lowered demand for our Financial Products as a result of the weaker performance of the equity markets, particularly in the first half of the year, and continued investment in our distribution capabilities and control and support to support our future growth.

## Corporate

Our Corporate revenue increased to \$7.8 million for the year ended December 31, 2022 from \$0.2 million for the year ended December 31, 2021. The increase was mainly due to higher net interest income, reflecting the effect of rising interest rates.

Our Corporate Adjusted Operating Profit decreased by 11% to a loss of \$73.5 million for the year ended December 31, 2022 from a loss of \$66.5 million for the year ended December 31, 2021. The decrease primarily reflects the proportional increase in the expenses not recovered from other operating segments as the control and support functions grew.

## Non-IFRS Measures

In addition to our results determined in accordance with IFRS, we believe the following non-IFRS measures provide useful information both to management and investors in measuring our financial performance for the reasons outlined below. These measures may not be comparable to similarly titled measures presented by other companies, and they should not be construed as an alternative to other financial measures determined in accordance with IFRS.

We define Adjusted Operating Profit as profit after tax adjusted for (i) tax, (ii) goodwill impairment charges, (iii) acquisition costs, (iv) bargain purchase gains, (v) owner fees, (vi) amortization of acquired brands and customer lists, (vii) activities in relation to shareholders and (viii) IPO preparation costs. Adjusted Operating Profit is the primary measure used by our management to evaluate and understand our underlying operations and business trends, forecast future results and determine future capital investment allocations. Adjusted Operating Profit is the measure used by our executive board to assess the financial performance of our business in relation to our trading performance. The most directly comparable IFRS measure is profit after tax.

We believe Adjusted Operating Profit is a useful measure as it allows management to monitor our ongoing core operations and provides useful information to investors and analysts regarding the net results of the business. The core operations represent the primary trading operations of the business. Our actual results can be significantly affected by events that are unrelated to our ongoing operations due to a number of factors, including certain factors set forth under “*Risk Factors*,” “*Cautionary Statement Regarding Forward-Looking Statements*” and elsewhere in this prospectus. These events include, among other things, the acquisition of ED&F Man Capital Markets and impairment of goodwill.

We define Adjusted Operating Profit Margin as Adjusted Operating Profit (as defined above) divided by revenue. We believe that Adjusted Operating Profit Margin is a useful measure as it allows management to assess the profitability of our business in relation to revenue. The most directly comparable IFRS measure is profit margin, which is profit after tax divided by revenue.

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We define the Adjusted Sharpe ratio as the ratio calculated as the average of monthly Adjusted Operating Profit divided by the standard deviation of monthly Adjusted Operating Profit. The Adjusted Sharpe ratio is used by management to measure our underlying earnings stability and assess the scale of the increase in our Adjusted Operating Profit. The most directly comparable IFRS ratio is the Sharpe ratio, which is calculated as the average monthly profit after tax divided by the standard deviation of monthly profit after tax.

	Year ended December 31,		
	2023	2022	2021
	(millions, except percentage and ratio)		
<b>Non-IFRS Measures:</b>			
Adjusted Operating Profit	\$ 230.0	\$ 121.7	\$ 79.6
Adjusted Operating Profit Margin	19%	17%	15%
Adjusted Sharpe ratio	4.3	4.1	2.2

We believe that these non-IFRS financial measures provide useful information to both management and investors by excluding certain items that management believes are not indicative of our ongoing operations. Our management uses these non-IFRS measures to evaluate our business strategies and to facilitate operating performance comparisons from period to period. We believe that these non-IFRS measures provide useful information to investors because they improve the comparability of our financial results between periods and provide for greater transparency of key measures used to evaluate our performance. In addition, we believe Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio are measures commonly used by investors to evaluate companies in the financial services industry. However, they are not presentations made in accordance with IFRS, and the use of the terms Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio may vary from others in our industry. Adjusted Operating Profit, Adjusted Operating Profit Margin, the Adjusted Sharpe ratio (or similar measures) are frequently used by securities analysts, investors and other interested parties in their evaluation of companies comparable to us, many of which present related performance measures when reporting their results.

Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio (or similar measures) are used by different companies for differing purposes and are often calculated in different ways that reflect the circumstances of those companies. In addition, certain judgments and estimates are inherent in our process to calculate such non-IFRS measures. You should exercise caution in comparing Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio as reported by us to Adjusted Operating Profit, Adjusted Operating Profit Margin and the Adjusted Sharpe ratio as reported by other companies.

Adjusted Operating Profit and Adjusted Operating Profit Margin have limitations as analytical tools, and you should not consider them in isolation or as substitutes for analysis of our results as reported under IFRS. Some of these limitations are:

- they do not reflect costs incurred in relation to the acquisitions that we have undertaken;
- they do not reflect impairment of goodwill;
- other companies in our industry may calculate these measures differently than we do, limiting their usefulness as comparative measures; and
- the adjustments made in calculating these non-IFRS measures are those that management considers to be not representative of our core operations and, therefore, are subjective in nature.

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The Adjusted Sharpe ratio has limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of our results or ratios measured or presented under IFRS. Some of these limitations are:

- the Adjusted Sharpe ratio measures the resilience in actual earnings and therefore should not be considered as a predictive or determinative tool;
- by definition, the standard deviation included in the calculation of the Adjusted Sharpe ratio is sensitive to outliers, making the measure less relevant to larger, single items, such as non-operating items; and
- the Adjusted Sharpe ratio could be impacted by the timing of ongoing step changes. The timing of our recent large acquisitions has limited this impact and been supportive of higher readings.

Accordingly, prospective investors should not place undue reliance on Adjusted Operating Profit, Adjusted Operating Profit Margin or the Adjusted Sharpe ratio.

The following table reconciles Adjusted Operating Profit and Adjusted Operating Profit Margin from the most directly comparable IFRS measure, which is profit after tax and profit margin, which is profit after tax divided by revenue, respectively, for the periods presented:

	Year ended December 31,		
	2023	2022	2021
	(millions, except percentages)		
<b>Profit after tax</b>	<b>\$ 141.3</b>	<b>\$ 98.2</b>	<b>\$ 56.5</b>
Tax	55.2	23.4	13.4
Goodwill impairment charges <sup>(a)</sup>	10.7	53.9	—
Acquisition costs <sup>(b)</sup>	1.8	11.5	—
Bargain purchase gains <sup>(c)</sup>	(0.3)	(71.6)	—
Owner fees <sup>(d)</sup>	6.0	3.4	2.0
Amortization of acquired brands and customer lists <sup>(e)</sup>	2.1	1.7	1.0
Activities in relation to shareholders <sup>(f)</sup>	3.1	0.5	—
IPO preparation costs <sup>(g)</sup>	10.1	0.7	6.7
<b>Adjusted Operating Profit</b>	<b>\$ 230.0</b>	<b>\$ 121.7</b>	<b>\$ 79.6</b>
<b>Profit margin</b>	<b>11%</b>	<b>14%</b>	<b>10%</b>
<b>Adjusted Operating Profit Margin</b>	<b>19%</b>	<b>17%</b>	<b>15%</b>

- (a) Goodwill impairment charge in 2023 relates to the impairment charge recognized for the Volatility Performance Fund S.A. CGU, largely due to declining projected revenue. Goodwill impairment charge in 2022 relates to the impairment charge recognized for the OTC Energy CGU in 2022, largely due to declining budgeted performance and macroeconomic factors, such as high inflation and interest rates.
- (b) Acquisition costs are costs, such as legal fees incurred in relation to the business acquisitions of the ED&F Man Capital Markets business, the OTCex group and Cowen's Prime Services and Outsourced Trading business.
- (c) Bargain purchase gains relate to a gains of \$0.3 million recognized as a result of the acquisition of ED&F Man Capital Markets' Hong Kong business in 2023 and \$71.6 million recognized as a result of the ED&F Man Capital Markets' US and UK businesses in 2022.
- (d) Owner fees relate to management services fees paid to parties associated with the ultimate controlling party based on a percentage of our EBITDA in each year, presented in the income statement within other expenses. Owner fees are excluded from operating expenses as they do not form part of the operation of the business and will cease to be incurred after the completion of this offering.

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- (e) Amortization of acquired brands and customer lists represents the amortization charge for the year the brands and customer lists were acquired, presented in the income statement within depreciation and amortization.
- (f) Activities in relation to shareholders primarily consist of dividend-like contributions made to participants within certain of our share-based payments schemes. In prior years, this balance was presented as part of amortization of acquired brands and customer lists. Given the increase of the balance in 2023, this has been reclassified out of the line item and is now presented separately.
- (g) IPO preparation costs related to consulting, legal and audit fees, presented in the income statement within other expenses.

The Adjusted Sharpe ratio is computed as the average of monthly Adjusted Operating Profit divided by the standard deviation of monthly Adjusted Operating Profit. The following table reconciles the Adjusted Sharpe ratio from its most directly comparable IFRS ratio, the Sharpe ratio, which is calculated as the average monthly profit after tax divided by the standard deviation of monthly profit after tax, for the periods presented:

	Year ended December 31,		
	2023	2022	2021
	(millions, except ratios)		
Average monthly profit after tax	13.0	8.2	4.7
Standard deviation on monthly profit after tax <sup>(a)</sup>	3.7	3.0	2.6
<b>Sharpe ratio</b>	<b>3.6</b>	<b>2.8</b>	<b>1.8</b>
Average monthly Adjusted Operating Profit	19.2	10.1	6.6
Standard deviation on monthly Adjusted Operating Profit <sup>(a)</sup>	4.4	2.5	3.0
<b>Adjusted Sharpe ratio</b>	<b>4.3</b>	<b>4.1</b>	<b>2.2</b>

- (a) In each period, standard deviation is calculated as the square root of the variance of monthly profit after tax relative to the mean. The variance is calculated as the sum of the squares of the difference between monthly profit after tax and the mean profit after tax, divided by the number of months, and the calculation of the ratio is the same for the Sharpe ratio (on a monthly profit after tax basis) and the Adjusted Sharpe ratio (on a monthly Adjusted Operating Profit basis).

A reconciliation of Adjusted Operating Profit to profit after tax is included above.

### **Organic Growth**

We measure “organic growth” as the amount of revenue, profit after tax and Adjusted Operating Profit derived directly from our business operations, excluding any acquisition-related revenue, profit after tax and adjusted operating profit growth, respectively, as defined below. We define “acquisition-related growth” as revenue, profit after tax and Adjusted Operating Profit attributable to acquisitions from the acquisition date through to the end of the next 12 months.

We calculate revenue organic growth as total revenue growth in the period minus the acquisition-related revenue growth attributable to acquisitions from the acquisition date through to the end of the next 12 months (for example, of the first 12 months of revenue of an entity acquired in November 2021, revenue for November and December 2021 would be acquisition-related revenue for the year ended December 31, 2021 and revenue of such entity for the period January to October 2022 would be acquisition-related revenue for the year ended December 31, 2022).

We calculate profit after tax organic growth as total profit after tax growth in the period minus acquisition-related profit after tax in the period. We calculate acquisition-related profit after tax as profit



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before tax attributable to acquisitions from the acquisition date through the end of the next 12 months, minus the respective income tax, calculated using our effective tax rate for each period.

We calculate Adjusted Operating Profit organic growth as total Adjusted Operating Profit growth in the period, minus acquisition-related Adjusted Operating Profit in the period. We define acquisition-related Adjusted Operating Profit as profit after tax adjusted for (i) tax, (ii) goodwill impairment charges, (iii) acquisition costs, (iv) bargain purchase gains, (v) owner fees, (vi) amortization of acquired brands and customer lists, (vii) activities in relation to shareholders and (viii) IPO preparation costs, attributable to acquisitions from the acquisition date through the end of the next 12 months.

The following table presents the amount of our overall growth that we attribute to organic growth and to acquisition-related growth for the periods presented.

	Dec. 31, 2023	Total Growth from Prior Year	Acquisition- Related Growth	Organic Growth	Dec. 31, 2022	Total Growth from Prior Year	Acquisition- Related Growth	Organic Growth	Dec. 31, 2021	Total Growth from Prior Year	Acquisition- Related Growth	Organic Growth
	(millions)											
Revenue	\$1,244.6	\$ 534.0	\$ 363.0	\$ 170.0	\$ 711.1	\$ 170.0	\$ 55.0	\$ 115.0	\$ 541.0	\$ 132.0	\$ 42.0	\$ 91.0
Profit after tax	141.3	43.0	34.7	8.4	98.2	42.0	5.9	35.8	56.5	12.0	3.2	9.4
Tax	55.2	31.8	13.6	18.3	23.4	10.0	1.4	8.6	13.4	2.2	0.8	0.6
Adjusting items <sup>(1)</sup>	33.8	33.2	—	33.2	0.6	(9.1)	0	(9.1)	9.8	2.9	0	2.9
Adjusted Operating Profit	\$ 230.0	\$ 108.3	\$ 49.2	\$ 59.1	\$ 121.7	\$ 42.0	\$ 7.3	\$ 34.9	\$ 79.6	\$ 17.6	\$ 4.0	\$ 14.0

(1) The adjusting items between our reported profit after tax and our group adjusted operating profit are detailed in the reconciliation from profit after tax to Adjusted Operating Profit above. Those reconciling items entirely relate to our Adjusted Operating Profit organic growth measure.

## Seasonality

While we are not materially impacted by seasonality, traditionally financial markets around the world generally experience lower volumes at the end of the year due to a slowdown in the business activities around holiday seasons.

## Client Activities

The majority of our balance sheet supports client activity, with 85% of our balance sheet activity driven by client activities as of December 31, 2023. Our balance sheet is made up of short-duration, highly liquid instruments, which we believe drives quicker turnover for these items.

The following table provides a breakdown of our balance sheet by client activities and residual balances.

As of December 31, 2023

	Total (\$bn)	Client Activities			Residual
		Repo agreements	Securities	Derivatives	
Cash and liquid assets <sup>(1)</sup>	4.5				2.5
Trade and other receivables	4.8				4.5
Reverse purchase agreements	3.2	3.2			
Securities <sup>(2)</sup>	4.0		4.0		

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	<u>Total</u> (\$bn)	<u>Repo</u> <u>agreements</u>	<u>Securities</u>	<u>Derivatives</u>	<u>Client</u> <u>balances</u>	<u>Residual</u>
Derivative instruments	0.8			0.8		
Other assets <sup>(3)</sup>	0.3					0.3
Goodwill and intangible assets	0.2					0.2
<b>Total assets</b>	<b>17.8</b>					
Trade and other payables	6.8				6.3	0.4
Repurchase agreements	3.1	3.1				
Securities <sup>(4)</sup>	4.2		4.2			
Debt securities	2.2					2.2
Derivative instruments	0.5			0.5		
Other liabilities <sup>(5)</sup>	0.1					0.1
<b>Total liabilities</b>	<b>17.0</b>					
<b>Net assets</b>	<b>0.8</b>					
<b>Total equity</b>	<b>0.8</b>					

- (1) Cash and liquid assets include cash and cash equivalents, treasury instruments pledged as collateral and treasury instruments unpledged.
- (2) Securities assets include equity instruments and stock borrowing.
- (3) Other assets are inventory, corporate income tax receivable, deferred tax, investment in associate, investments, right-of-use assets, and property plant and equipment.
- (4) Securities liabilities are stock lending and short securities.
- (5) Other liabilities are deferred tax liability, lease liability, provisions and corporation tax.

### Liquidity and Capital Resources

Our primary sources of liquidity include cash from operations, proceeds from the Structured Notes Program and the Public Offer Program, drawdowns under our Credit Facilities and the EMTN Program and proceeds from the AT1 Securities and Tier 2 Notes. Each of these is discussed in further detail in “—Debt Programs” and “—AT1 Securities” below. We consider liquidity in terms of the sufficiency of these resources to fund our operating, investing and financing activities for a period of 12 months after the financial statement issuance date.

We require, and will continue to require, significant cash resources to, among other things, post margin with exchanges for client trades, invest into higher yielding permissible investments, pay employee compensation and fund acquisitions while maintaining regulatory minimums. One such regulatory minimum is the K-factor capital requirement, which reflects an assessment of market, credit and operational risk for a company’s operations as defined by the IFPR regulations. For the years ended December 31, 2023, 2022 and 2021, we were subject to regulatory minimum K-factor capital requirements of \$185 million, \$165 million and \$93 million, respectively, and we had \$543 million, \$485 million and \$296 million total regulatory capital available for the same periods, respectively. Growth in our K-factor requirements was due to a combination of revenue and balance sheet growth and client activity.

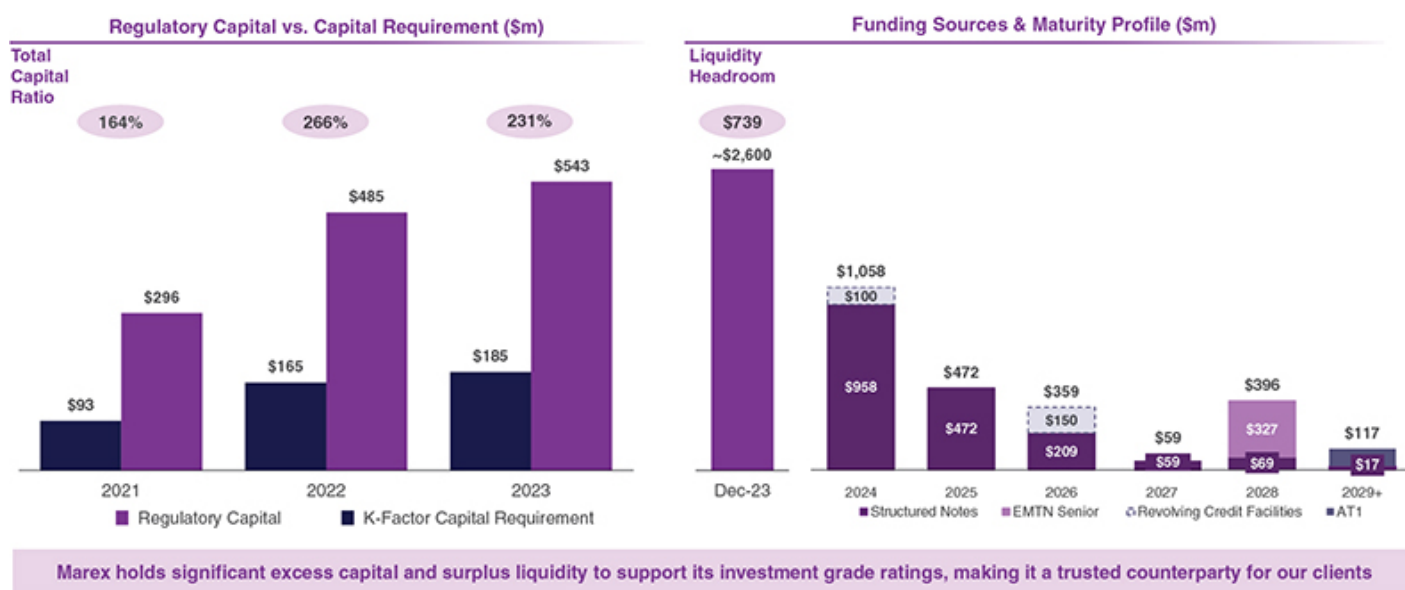
We hold excess capital to support our credit ratings and had a total capital ratio of 231%, 266% and 164% for the years ended December 31, 2023, 2022 and 2021, respectively, and \$739 million, \$530 million and \$475 million in liquidity headroom as of December 31, 2023, 2022 and 2021, respectively. Our total capital ratio is calculated by taking our total capital resources divided by the capital requirements under the IFPR during the relevant period. We calculate our liquidity headroom as the maximum cumulative outflow based on three scenarios that we consider (systemic, idiosyncratic and combined) together with assumptions based on various factors, such as variation margin

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requirements, initial margin call requirements and our ability to draw on the Marex Revolving Credit Facility (as defined below) to give a total headroom over and above triggers and limits approved by our board of directors for each factor.

The risk-adjusted capital framework (“RACF”) is used to evaluate the capital adequacy of financial institutions. The RACF is used to derive a risk-adjusted capital ratio (“RAC ratio”) by comparing a company’s measure of capital, which is total adjusted capital including equity and hybrids, to the risks undertaken by a company as measured by risk-weighted assets (“RWAs”) including credit, market, operational and counterparty risk exposure. The RAC ratio reflects a company’s relative level of capitalization in the context of the economic and industry risks it is exposed to and measures the capital amount available for the company to absorb losses. To determine a company’s RWAs, the risk exposure amount is multiplied by the associated risk weight. The RACF is calibrated so that a RAC ratio of 8% means that a company should have sufficient capital to withstand a substantial stress scenario in developed markets. As of December 31, 2023 and 2022, S&P Global Ratings calculated our RAC ratio to be 11.5% and 12.8%, respectively, and our leverage ratio was 3.3 times and 3.2 times for the same periods, respectively.

Based on our forecasts, we believe that cash flows from our operations, available cash on hand and available borrowing capacity under our Credit Facilities, Structured Notes Program, Public Offer Program, EMTN Program and AT1 Securities and Tier 2 Notes will be adequate to service debt, meet liquidity needs and fund necessary capital expenditures for at least the next 12 months. Our future capital requirements will depend on many factors, including any future acquisitions. We could be required, or could elect, to seek additional funding through public or private equity or debt financings.



## Cash Flows

The following table summarizes our key cash flows for the years ended December 31, 2023, 2022 and 2021:

	Year ended December 31,		
	2023	2022	2021
	(millions)		
Net cash from operating activities	\$735.0	\$225.6	\$470.8
Net cash used in investing activities	(97.6)	(46.3)	(19.8)
Net cash (used in)/from financing activities	(72.8)	26.5	(27.2)

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### *Net Cash From Operating Activities*

Net cash from operating activities was \$735.0 million for the year ended December 31, 2023 as compared to \$225.6 million for the year ended December 31, 2022. The increase was due primarily to an increase in debt securities, partly offset by a decrease in trade and other payables.

Net cash from operating activities was \$225.6 million for the year ended December 31, 2022 as compared to \$470.8 million for the year ended December 31, 2021. The decrease was due primarily to the introduction of our broker dealer business as part of the acquisition of ED&F Man Capital Markets. The cash outflow from the increase in treasury and equity instruments was offset by a cash inflow from an increase in net stock borrowing and lending.

### *Net Cash Used In Investing Activities*

Net cash used in investing activities was \$97.6 million for the year ended December 31, 2023 as compared to \$46.3 million for the year ended December 31, 2022. The increase was due primarily to cash spent on acquisitions throughout the year.

Net cash used in investing activities was \$46.3 million for the year ended December 31, 2022 as compared to \$19.8 million for the year ended December 31, 2021. This increase was due primarily to an increase in net cash paid on acquisitions.

### *Net Cash (Used in)/From Financing Activities*

Net cash used in financing activities was \$72.8 million for the year ended December 31, 2023 as compared to a net inflow of \$26.5 million for the year ended December 31, 2022. The increase was due primarily to the \$58.3 million of dividends paid to shareholders in 2023.

Net cash from financing activities was \$26.5 million for the year ended December 31, 2022 as compared to \$27.2 million used in the year ended December 31, 2021. This increase was due primarily to Additional Tier 1 capital issued and the settlement of the Tier 2 debt securities during 2022.

### **Debt Programs**

As of December 31, 2023, we had 2,750 debt securities with an aggregate principal amount of \$2,523.1 million outstanding, which included \$2,188.6 million of debt securities issued under the Structured Notes Program, with an average maturity of 15 months and an average interest rate of SOFR plus 241, and \$7.5 million of debt securities issued under our Tier 2 Program, with an average maturity of 26 months and an average interest rate of SOFR plus 643 basis points, and \$327.0 million of debt securities issued under the EMTN with an average interest rate of SOFR plus 612 basis points.

### *Financial Products Programs*

In 2018 and September 2021, we launched our Structured Notes Program and Public Offer Program (together, the "Financial Products Programs"), respectively, which are at the core of Financial Products, our structured notes business. Our Financial Products business provides our clients with structured investment products (the "Structured Notes") and represents a way to diversify our sources of funding and to reduce the utilization of our Credit Facilities. The Financial Products business allows investors to build their own Structured Notes across numerous asset classes, including commodities, equities, foreign exchange and fixed income products. As of December 31, 2023, we had \$1,850 million debt securities outstanding under these programs, and some of these debt securities include early redemption clauses that may be exercised at the election of the investor if certain

underlying conditions are met. If a large amount of investors are able to redeem these debt securities, this could negatively impact our liquidity. See *“Risk Factors — Risks Relating to Our Financial Position — We require financial liquidity to facilitate our day-to-day operations. Lack of sufficient liquidity could adversely impact our operations and limit our future growth potential.”*

#### Structured Notes Program

Under the Structured Notes Program, Marex Group plc and Marex Financial may issue warrants, certificates or notes, including auto-callable, fixed, stability and capital-linked notes with varied terms (the “Structured Securities”).

We publish a private placement memorandum for the Structured Notes Program, which has not been approved by any competent regulatory authority. Structured Securities issued under the Structured Notes Program may be listed on a stock exchange or unlisted. The Structured Notes Program has been approved by the Vienna Stock Exchange and is listed on the Vienna MTF, a multilateral trading facility operated by the Vienna Stock Exchange.

On each of November 26, 2018 and January 25, 2021, Marex Financial, and on September 14, 2022, Marex Group plc and Marex Financial, entered into a program agreement with Citibank N.A., London Branch and Citibank Europe plc in respect of the Structured Notes Program (the “Structured Notes Program Agreements”). Pursuant to the terms of the Structured Notes Program Agreements, Marex Group plc and Marex Financial appointed Citibank N.A., London Branch as principal program agent and Citibank Europe plc as registrar in respect of the Structured Notes Program (the “Structured Notes Agents”). Marex Financial agreed to act as calculation agent in respect of the Structured Notes Program. Marex Group plc and Marex Financial may at any time terminate the appointment of the Structured Notes Agents, provided that, so long as any instrument held in a clearing system is outstanding, there will at all times be Structured Notes Agents.

On each of November 26, 2018 and January 25, 2021, Marex Financial, and on September 14, 2022, Marex Group plc and Marex Financial, entered into an agency agreement with Citibank N.A. London Branch and Citigroup Europe plc in respect of the Structured Notes Program (the “Structured Notes Agency Agreements”). Pursuant to the terms of the Structured Notes Agency Agreements, Marex Group plc and Marex Financial appointed Citigroup Europe plc as registrar and Citibank N.A., London Branch as fiscal agent, paying agent and transfer agent (together, the “Structured Notes Agency Agents”). Marex Group plc and Marex Financial may revoke the appointment of any Structured Notes Agency Agents as their agent under the Structured Notes Agency Agreements and/or in relation to any series of notes by not less than thirty days’ notice provided, however, such revocation shall not be effective until a successor thereto has been appointed.

On each of November 26, 2018 and January 25, 2021, Marex Financial, and on September 14, 2022, Marex Group plc and Marex Financial entered into a deed of covenant in favor of any accountholder with Euroclear Bank S.A., Euroclear Bank N.V. or Clearstream Banking, société anonyme, who holds structured notes under the Structured Notes Program (the “Structured Notes Deeds of Covenant”). The Structured Notes Deeds of Covenant is intended to take effect as a deed poll for the benefit of such accountholders from time to time. Pursuant to the terms of the Structured Notes Deeds of Covenant, Marex Group plc and Marex Financial constitute the securities issued pursuant to the Structured Notes Program and covenants that they will duly perform and comply with the obligations expressed to be undertaken by them in the Structured Notes Program conditions contained in the private placement memorandum relating the Structured Notes Program.

## Public Offer Program

Under the Public Offer Program, Marex Financial may issue warrants, certificates or notes, including auto-callable, fixed, stability and capital-linked notes with varied terms (the “Public Offer Securities”).

We publish a base prospectus for the Public Offer Program, which has been approved by the competent regulatory authority of Luxembourg, and such approval was notified to the competent regulatory authority of Italy. As a result, Public Offer Securities may be listed and traded on the regulated market of the Luxembourg Stock Exchange and listed on Borsa Italiana S.p.A. and traded on the regulated markets of and/or certain trading facilities organized and managed by Borsa Italiana S.p.A. The base prospectus may be registered in Switzerland with the SIX Exchange Regulation AG as an approved prospectus, which would permit public offers of Public Offer Securities issued by Marex Financial.

On September 29, 2023, Marex Group plc and Marex Financial entered into a program agency agreement with Citibank N.A., London Branch and Citibank Europe PLC in respect of the Public Offer Program (the “Public Offer Program Agency Agreement”). Pursuant to the terms of the Public Offer Program Agency Agreement, Marex Group plc and Marex Financial appointed Citibank N.A., London Branch as fiscal agent, principal program agent, paying agent and transfer agent and Citibank Europe PLC as registrar in respect of the Public Offer Program (together the “Public Offer Program Agents”). Marex Financial agreed to act as calculation agent in respect of the Public Offer Program. Marex Group plc and Marex Financial may at any time terminate the appointment of a Public Offer Program Agent as their agent under the Public Offer Agency Agreement and/or in relation to any series of notes, provided that, so long as any security held in a clearing system is outstanding, there will at all times be a relevant Public Offer Program Agent.

On September 29, 2023, Marex Group plc and Marex Financial entered into a deed of covenant in favor of any accountholder with Euroclear Bank S.A., Euroclear Bank N.V. or Clearstream Banking, société anonyme, who holds securities under the Public Offer Program (the “Public Offer Deed of Covenant”). The Public Offer Deed of Covenant is intended to take effect as a deed poll for the benefit of such accountholders from time to time. Pursuant to the terms of the Public Offer Deed of Covenant, Marex Group plc and Marex Financial constitute the securities issued pursuant to the Public Offer Program and covenants that they will duly perform and comply with the obligations expressed to be undertaken by them in the Public Offer Program conditions contained in the base prospectus relating to the Public Offer Program.

## *Tier 2 Program*

Under the Tier 2 Program, Marex Financial may issue subordinated notes including fixed or floating rate, zero coupon, share or index-linked notes with varied terms that qualify as Tier 2 Capital (the “Tier 2 Notes”).

In July 2020, Marex Financial established a Tier 2 Program and subsequently issued Tier 2 Notes. On each of June 8, 2020 and September 28, 2021, Marex Financial entered into an agency agreement with Citigroup Global Markets Europe AG in respect of the Tier 2 Program (the “Tier 2 Agency Agreements”). Pursuant to the terms of the Tier 2 Agency Agreements, Marex Financial appointed Citigroup Global Markets Europe AG as registrar and Citibank N.A., London Branch as fiscal agent, paying agent and transfer agent (together, the “Tier 2 Agents”). On each of June 8, 2020 and September 23, 2021, Marex Financial entered into a deed of covenant in favor of any accountholder with Euroclear Bank S.A., Euroclear Bank N.V. or Clearstream Banking, société anonyme, who holds structured notes under the Tier 2 Program (the “Tier 2 Deeds of Covenant”). The Tier 2 Deeds of Covenant are intended to take effect as a deed poll for the benefit of such accountholders from time to

time. Pursuant to the terms of the Tier 2 Deeds of Covenant, Marex Financial issued the Tier 2 Notes pursuant to the Tier 2 Program and covenants that they will duly perform and comply with the obligations expressed to be undertaken by them in the Tier 2 Program conditions contained in the private placement memorandum relating the Tier 2 Program.

The Tier 2 Program has been approved by the Vienna Stock Exchange, and the Tier 2 Notes are listed on the Vienna MTF. As of December 31, 2023, we had \$7.4 million of Tier 2 Notes outstanding with an average maturity of 26 months and an average interest rate of SOFR plus 643 basis points.

#### *EMTN Program*

On October 13, 2022, Marex Group plc entered into a dealer agreement with Goldman Sachs International and HSBC Bank plc to establish our EMTN Program (the "EMTN Dealer Agreement"). Pursuant to the terms of the EMTN Dealer Agreement, Marex Group plc appointed Goldman Sachs International as arranger and dealer (the "Arranger") and HSBC Bank plc as dealer (together with the Arranger, the "Dealers") in respect of the EMTN Program. Under the EMTN Dealer Agreement, the Dealers may agree from time to time with Marex Group plc, as the issuer of the EMTN notes (all tranches of notes issued under the EMTN Program collectively, the "EMTN Notes"), to subscribe and pay for a tranche of EMTN Notes. Under the EMTN Program, Marex Group plc may, from time to time, issue tranches of notes with varying terms. The establishment of the EMTN Program further strengthened our liquidity position and diversified our sources of funds.

On October 13, 2022, Marex Group plc entered into an agency agreement trust deed with Citicorp Trustee Company Limited, Citibank, N.A., London Branch and Citibank Europe plc in respect of the EMTN Program (the "EMTN Agency Agreement"). Pursuant to the terms of the EMTN Agency Agreement, Marex Financial appointed Citicorp Trustee Company Limited as trustee, Citibank, N.A., London Branch as principal agent and calculation agent and Citibank Europe plc as registrar and transfer agent. On the same date, Marex Group plc entered into a trust deed in favor of any accountholder with Euroclear Bank S.A., Euroclear Bank N.V. or Clearstream Banking, société anonyme who holds EMTN Notes under the EMTN Program (the "EMTN Trust Deed"). The EMTN Trust Deed is intended to take effect as a deed poll for the benefit of such accountholders from time to time. Pursuant to the terms of the EMTN Trust Deed, Marex Group plc issued the EMTN Notes pursuant to the EMTN Program and covenants that they will duly perform and comply with the obligations expressed to be undertaken by them in the EMTN Program conditions contained in the private placement memorandum relating the EMTN Program.

The maximum aggregate principal amount of EMTN Notes outstanding at any time during the duration of the EMTN Program is \$750.0 million (or the equivalent in other currencies). The EMTN Notes constitute direct, unconditional, unsubordinated and (subject to the Negative Pledge (as defined below)) unsecured obligations of Marex Group plc. The EMTN Notes (and any coupon relating thereto) rank at least pari passu with all other outstanding unsecured and unsubordinated obligations of Marex Group plc, present or future (other than obligations of Marex Group plc, which rank or are expressed to rank junior to the EMTN Notes and other than such obligations of Marex Group plc, which are given priority pursuant to applicable statutory provisions or other applicable mandatory law of general application). The EMTN Program contains also certain customary events of default and optional redemption, and we provided certain customary undertakings, such as restricting the creation of security over our and our subsidiaries' assets (with permitted exceptions). The EMTN Program and the EMTN Notes are listed and traded on the Vienna MTF.

In February 2023, we issued 8.375% senior fixed rate notes due February 2, 2028 in the amount of €300.0 million under our EMTN Program (the "2028 Notes"), which was the first tranche of EMTN Notes issued. All of the 2028 Notes may be redeemed at the option of Marex Group plc at par on any

day on or after November 2, 2027, up to (but excluding) the maturity date. The net proceeds of the issuance of the 2028 Notes were applied for general corporate purposes, which included the funding of acquisitions.

### **Additional Tier 1 Capital (“AT1 Securities”)**

In June 2022, Marex Group plc issued an aggregate principal amount of \$100.0 million of Additional Tier 1 13.25% fixed rate perpetual subordinated contingent convertible notes (the “AT1 Securities”). The AT1 Securities are perpetual securities with no fixed maturity date and are structured to qualify as AT1 instruments under prevailing applicable capital requirements and are classified as equity instruments according to IAS 32 Financial Instruments: Presentation.

Interest on the AT1 Securities accrues at a fixed rate of 13.250% per annum and is payable semi-annually in arrears in equal instalments on June 30 and December 30 in each year, which commenced on December 30, 2022. If the AT1 Securities have not previously been redeemed, on the first reset date, December 30, 2027, the interest rate will be reset to the five-year semi-annual U.S. treasury securities yield at a constant maturity, plus a margin of 10.158% per annum. Payments of interest on the AT1 Securities are fully discretionary, non-cumulative and conditional upon us being solvent at the time of payment and immediately thereafter. Interest payments will also be canceled if we do not have sufficient distributable reserves or if we are required by the relevant regulator to cancel an interest payment.

In the year ended December 31, 2023, we paid distributions amounting to \$6.6 million on the AT1 Securities. We may, in our sole and full discretion, subject to regulatory approval, redeem all of the AT1 Securities on any day falling in the period commencing on (and including) June 30, 2027 and ending on (and including) the first reset date or on any reset date, which is the fifth anniversary of the first reset date, thereafter at the prevailing principal amount together with accrued but unpaid interest (to the extent that such interest has not been canceled). In addition, the AT1 Securities are redeemable at our option for certain regulatory or tax reasons, subject to regulatory approval, at the principal amount together with accrued but unpaid interest (to the extent that such interest has not been canceled).

In the event of a winding up of Marex Group plc prior to the occurrence of a trigger event, the rights and claims of the holders of the AT1 Securities will rank ahead of the claims of holders of our share capital but junior to the claims of our senior creditors (including holders of our Tier 2 Notes). The AT1 Securities will convert into ordinary shares of Marex Group plc, at a pre-determined conversion price, should our IFPR Common Equity Tier 1 Ratio fall to less than 64% (the “trigger event”). As of the date of this prospectus, the conversion price for our AT1 Securities is \$1,000 per ordinary share; however, as a result of the Reorganization (as described in “*Description of Share Capital and Articles of Association—Reorganization*”), a conversion price adjustment event (the “Adjustment Event”) will occur pursuant to the terms of the AT1 Securities upon completion of this offering. In accordance with the terms and conditions of the AT1 Securities, we have appointed an independent adviser to make any adjustment that the independent adviser considers appropriate or necessary to the conversion price to account for the Adjustment Event. The independent adviser will determine the revised conversion price following completion of this offering.

### **Credit Facilities**

As of December 31, 2023, we had access to three external credit facilities with a total of \$375 million, two unsecured committed revolving credit facilities with a total of \$250 million and an uncommitted securities financing facility of \$125 million.



### *Marex Revolving Credit Facility*

We entered into a facility agreement of \$120.0 million with Lloyd's Bank on June 6, 2014, which we renewed in March 2021 (the "2014 Facility Agreement"). On June 30, 2023, we refinanced the 2014 Facility Agreement with HSBC Bank PLC, Barclays Bank plc, Bank of China Limited, London Branch and Industrial and Commercial Bank of China Limited, London Branch. The Marex Revolving Credit Facility is currently committed up to \$150.0 million and incorporates a swingline facility of up to \$37.5 million (the "Swingline Facility"). Barclays Bank plc and HSBC Bank plc are the lenders for the purposes of the Swingline Facility. Both the Swingline Facility and the Marex Revolving Credit Facility are subject to the overall limit of \$150.0 million.

Advances under the Marex Revolving Credit Facility and the Swingline Facility may be applied towards the repayment of any outstanding loans and other financial indebtedness outstanding under the 2014 Facility Agreement, as well as general corporate and working capital purposes.

The rate of interest on a loan under the Marex Revolving Credit Facility or the Swingline Facility will either be: (a) the percentage rate per annum that is the aggregate of the applicable margin, which is by default and subject to certain conditions, including, but not limited to, a change in the credit rating of Marex Group plc, 2.10% per annum (the "Margin") and the euro interbank offered rate administered by the European Money Markets Institute, or (b) the percentage rate per annum that is the aggregate of the applicable Margin and compounded reference rate for that day as calculated in accordance with the calculation described in the agreement governing the Marex Revolving Credit Facility.

The agreement governing the Marex Revolving Credit Facility contains customary provisions, including voluntary and mandatory prepayment upon a change of control (excluding a qualifying initial public offering of Marex Group plc), and we provided certain customary undertakings, such as restricting the creation of security over our and our subsidiaries' assets (with permitted exceptions), agreeing not to dispose of our or our subsidiaries' assets (subject to exceptions) and not to incur additional Financial Indebtedness (as defined in the Marex Revolving Credit Facility).

The agreement governing the Marex Revolving Credit Facility also requires us to comply with certain financial covenants, including the requirement to maintain certain financial ratios. Such ratios include a total leverage ratio of less than 3.00:1 (the total leverage ratio being the ratio of net debt to consolidated EBITDA for the 12 months preceding the end of each quarter (the "Relevant Period")), an interest cover ratio of more than or equal to 3.00:1 (the interest cover ratio being the ratio in any Relevant Period of consolidated EBITDA to net finance charges for that Relevant Period) and a tangible net worth greater than \$250,000,000 in respect of any Relevant Period.

The final maturity date of the Marex Revolving Credit Facility is June 30, 2026, subject to an extension option of 12 months.

### *MCMI Facility*

Also through our acquisition of ED&F Man Capital Markets (now Marex Capital Markets Inc.), we have access to a revolving credit facility of \$160.0 million (which we reduced to \$100.0 million from May 4, 2023) arranged by BMO Harris Bank N.A. (now BMO Bank N.A.) ("BMO") and in which BMO, Barclays Bank PLC, Customers Bank, TriState Capital Bank and Northbrook Bank & Trust Company are lenders (the "MCMI Facility"). The MCMI Facility contains customary provisions, including voluntary prepayment and mandatory prepayment on a change of control, and provides certain undertakings, such as restricting the creation of security over our assets (with permitted exceptions), agreeing not to dispose of our or our subsidiaries' assets (subject to exceptions) and not to incur additional Indebtedness (as defined in the MCMI Facility). The applicable interest rate for each loan made under

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the MCMI Facility is the rate announced by the administrative agent under the MCMI Facility from time to time as such administrative agent's prime commercial rate in effect on such day. We are also required to comply with certain financial covenants, including the requirement to maintain certain financial ratios. Such ratios include (i) a minimum net capital amount equal to \$312,320,000 and (ii) a minimum total regulatory capital amount equal to \$412,500,000.

### *MCMI Credit Facility*

Through our acquisition of ED&F Man Capital Markets, we have access to a \$125.0 million uncommitted securities financing facility through MCMI with BMO Harris Bank N.A. (now BMO Bank N.A.), which is secured by a promissory note and first liens on collateral deposited with BMO Harris Bank N.A., including negotiable warehouse receipts and marketable securities subject to certain haircuts (the "MCMI Credit Facility"). The MCMI Credit Facility contains customary provisions, including voluntary prepayment and mandatory prepayment on a change of control, and provides certain undertakings, such as restricting the creation of security over our assets (with permitted exceptions), agreeing not to dispose of our or our subsidiaries' assets (subject to exceptions) and not to incur additional Indebtedness (as defined in the MCMI Credit Facility). We are also required to comply with certain financial covenants. The interest rate to be paid is mutually agreed between us and BMO Bank N.A. in accordance with the MCMI Credit Facility.

### **Contractual Obligations and Commitments**

In the normal course of business, we enter into various contractual obligations that may require future cash payments. The table below sets forth our contractual obligations and commitments to make future payments by type and period as of December 31, 2023.

<b>Contractual Obligations</b>	<b>Total</b>	<b>On Demand</b>	<b>Less than 3 Months</b>	<b>3-12 Months</b>	<b>1-5 Years</b>	<b>More than 5 Years</b>
Repurchase agreements	\$ 3,118.9	—	3,118.9	—	—	\$ —
Short securities	1,924.8	1.3	1,923.5	—	—	—
Amounts due to exchanges, clearing houses and other counterparties	432.4	432.4	—	—	—	—
Trade payables	5,908.5	5,725.2	183.3	—	—	—
Other creditors	21.7	8.9	10.7	2.1	—	—
Stock lending	2,323.3	—	2,232.3	—	—	—
Debt securities	2,216.3	—	440.2	868.2	889.4	18.5
Lease liabilities	57.8	—	3.4	10.4	31.5	12.5
<b>Total non-derivative financial liabilities as of December 31, 2023</b>	<b>\$16,003.7</b>	<b>6,167.8</b>	<b>8,003.3</b>	<b>880.7</b>	<b>920.9</b>	<b>\$ 31.0</b>

### **Critical Accounting Estimates**

The preparation of our financial statements in conformity with IFRS requires us to make estimates and judgments that affect the amounts reported in those financial statements and accompanying notes. Although we believe that the estimates we use are reasonable, due to the inherent uncertainty involved in making those estimates, actual results reported in future periods could differ from those estimates. Estimates and assumptions are reviewed on an ongoing basis, and revisions to accounting estimates are recognized in the period an estimate is revised. See note 4 to our consolidated financial statements for the year ended December 31, 2023 included elsewhere in this prospectus.

### **Probability of a liquidity event**

We have issued Growth Shares, Growth Share Options, Nil-cost Options and Warrants (each as defined in “*Management—Equity Incentive Plans*”) under previous share based payment awards for which redemption or exercise is contingent upon the occurrence of a liquidity event (defined as a sale, initial public offering or liquidation). We have reviewed the IFRS considerations necessary to assess whether as of December 31, 2023, a liquidity event was probable. The assessment considered factors such as the progress of this offering, previous historical experience with planned liquidity events and external factors impacting the occurrence of a liquidity event. Considering that a number of factors that are outside our control, we have concluded that a liquidity event was not probable as of December 31, 2023.

### **Impairment of goodwill**

Determining whether goodwill is impaired requires an estimation of the recoverable amount of the cash generating unit to which goodwill has been allocated, which is the higher of the value in use or fair value less costs of disposal. The value in use calculation requires us to estimate the future revenue from the CGU and a suitable discount rate in order to calculate the present value.

A number of factors, many of which we have no ability to control, could cause our actual results to differ from the estimates and assumptions employed. These factors include:

- a prolonged global or regional economic downturn;
- a significant decrease in the demand for our services;
- a significant adverse change in legal factors or in the business climate;
- an adverse action or assessment by a regulator; and
- successful efforts by our competitors to gain market share in our markets.

Where the actual future revenues are less than expected, or changes in facts and circumstances which result in a downward revision of future cash flows or an upward revision of the discount rate, a material impairment loss or a further impairment loss may arise.

The key sources of estimation uncertainty in the assessment of goodwill impairment are the assumptions around the discount rates, revenue growth rates and terminal growth rates. The value in use calculations uses the cash flows inferred from budgets or achieved during the period and applies the assumptions above to create a discounted cash flow model. The cash flows do not include restructuring activities that we are not yet committed to or significant future investments that will enhance the performance of the assets of the cash generating unit being tested. The recoverable amount is sensitive to the discount rate used as well as the growth rates both growth and terminal. The key assumptions are most relevant to the testing of goodwill for impairment. The key assumptions used to determine the recoverable amount for the different cash generating units, including a sensitivity analysis is disclosed in note 12 of the consolidated financial statements for the year ended December 31, 2023 included elsewhere in this prospectus for further details.

### **Quantitative and Qualitative Disclosures of Market Risks**

Our activities expose us to a number of financial risks including credit risk, market risk and liquidity risk. We manage these risks through various mitigating controls, and our approach to risk management generally is both prudent and adaptive. Overall responsibility for risk management rests with our board of directors. The board’s risk appetite is articulated and controlled through various mechanisms, including:

- risk appetite statements applicable to each of the different categories of risk; and

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- a risk classification model which includes: credit, market, operational risk, liquidity, compliance, strategic and business, change and portfolio risk.

Implementation of risk appetite across our businesses is overseen by our Risk Committee. The Risk Committee sets a tolerance for each of the risk, which enables us to measure each individual category against our strategic objectives. The tolerances range between (i) very low, (ii) low, (iii) moderate and (iv) acceptable, with the majority set at either very low or low and two currently set at moderate. Risk limits, underpinned by trigger limits, are set across each risk factor by the Risk Committee (pursuant to its delegated authority as granted by our board of directors) and establish the boundaries within which our executive management team is empowered to operate. Risk limits may be refreshed as needed to meet our changing corporate and strategic initiatives as well as emerging risks to our business. These limits, together with our overall risk appetite, are guided by regular review of the risk registers we have implemented across our businesses and ongoing engagement between our board and executive management team regarding the changing environment in which we operate and the strategic direction of our business.

A risk appetite dashboard is maintained by our risk management team and reported to each of the Risk Committee and the board on a quarterly basis for discussion, with any breach of a trigger or risk limit escalated as needed to the Risk Committee and/or the board to agree the necessary steps to remediate.

Key risk indicators are also established by our executive management team to enable us to manage our daily operations across our businesses at a more granular level. Dedicated resources within our Risk department control and management the exposures resulting from: (a) our own positions and (b) the positions our clients and related exposures to their counterparties, within the risk appetite set by our board of directors.

For additional information, see note 32 to our consolidated financial statements for the year ended December 31, 2023 included elsewhere in this prospectus.

### ***Credit risk***

The maximum credit risk exposure relating to financial assets is represented by the gross carrying value as at the balance sheet date. Our credit risk principally arises from cash and cash equivalents deposited with third-party institutions, exposures from transactions and balances with exchanges and clearing houses, and exposures resulting from transactions and balances relating to customers and counterparties, some of which have been granted credit lines.

We only make treasury deposits with banks and financial institutions that have received approval from our Executive Credit and Risk Committee (or their authorized delegates). These deposits are also subject to counterparty limits with respect to concentration and maturity.

Our exposure to customer and counterparty transactions and balances is managed through our credit policies and, where appropriate, the use of initial and variation margin credit limits, in conjunction with position limits for all customers and counterparties. These exposures are monitored both intraday and overnight. The limits are set by our Executive Credit and Risk Committee (or their authorized delegates) through a formalized process.

We have received collateral in respect of our derivative assets during the years ended December 31, 2023 and 2022, amounting to \$184.5 million and \$263.0 million, respectively. Collateral was recognized in amounts due to exchanges, clearing houses and other counterparties.

## **Market risk**

Our activities expose us to financial risks primarily generated through financial (interest rate, equity and foreign exchange markets) and commodity market price exposures. Our Market Making and Hedging and Investment Solutions businesses generate market risk as we act as principal.

### *Market risk sensitivity*

We manage market risk exposure using appropriate risk management techniques within predefined and independently monitored parameters and limits. We use a range of tools to monitor and limit market risk exposures, including VaR, sensitivity limits and stress testing. VaR, risk sensitivity limits and stress testing have been implemented to provide oversight and control over the Market Making and Hedging and Investment Solutions segments and to ensure that these businesses are conducted within the pre-set risk appetite set by our board.

### *Market risk management in the Market Making segment*

VaR, risk sensitivity limits and stress testing are used to assess market risk associated with the metals, agriculture and CSC businesses, with equities and acquired businesses within the Capital Markets business in the Market Making segment. Those parts of the Capital Markets business within Market Making which exhibit market risk are the acquired businesses in 2023, the Equity Market Making desk and the Volatility Performance Fund.

### *Value at Risk*

VaR is a technique that estimates the potential losses that could occur on risk positions as a result of movements in market rates and prices over a specified time horizon and to a given level of confidence.

Our VaR model for the Metals, Agriculture and CSC businesses is based upon the Monte Carlo simulation technique. This model derives plausible future scenarios from past series of recorded market rates and prices, taking account of inter-relationships between different markets and rates, including interest rates and foreign exchange rates. The model also incorporates the effect of option features on the underlying exposures.

The Monte Carlo simulation model that we use incorporates the following features:

- 5,000 simulations using a variance covariance matrix;
- simulations generated using geometric Brownian motion;
- an exceptional decay factor is applied across an estimation period of 250 days; and
- VaR is calculated to a one-day, 99.75% one-tail confidence level.

We validate VaR by comparing to alternative risk measures, for example, scenario analysis and exchange initial margins as well as the back testing of calculated results against actual profit and loss. Although a valuable guide to risk, VaR should always be viewed in the context of its limitations, for example:

- the use of both Monte Carlo and historical simulation as a proxy for estimating future events may not encompass all potential events, particularly those which are extreme in nature;
- the use of a one-day holding period assumes that all positions can be liquidated or hedged in one-day. This may not fully reflect the market risk arising at times of severe liquidity stress, when a one-day holding period may be insufficient to liquidate or hedge all positions fully;

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- the use of a 99% or 99.75% confidence level, by definition, does not take into account losses that might occur beyond this level of confidence;
- the VaR (disclosed below) is calculated on the basis of exposures outstanding at the close of business and, therefore, does not necessarily reflect intraday exposure; and
- VaR is unlikely to reflect loss potential on exposures that only arise under significant market moves.

We recognize these limitations by augmenting our VaR limits with other position and sensitivity limit structures. We also apply a wide range of stress testing, both on individual portfolios and on our consolidated positions.

For the Metals, Agriculture and CSC businesses, the VaR as of December 31, 2023 and 2022 was \$2.2 million and \$1.5 million, respectively, and the average monthly VaR for the years ended December 31, 2023 and 2022 was \$2.2 million and \$2.0 million, respectively.

The VaR model we used for the Capital Markets business acquired in the United States during 2023 uses the historical simulation with a three-year lookback period. The mandates cover individual desks and overall consolidated positions. The VaR for the acquired ED&F Man Capital Markets business as of December 31, 2023 was \$0.35 million and the average monthly VaR for the year ended December 31, 2023 was \$0.39 million.

For the remaining Capital Markets businesses, market risk primarily derives from exposure to equities within Marex Fund (the Volatility Performance Fund) and Equities Market Making desks.

The Volatility Performance Fund provides market making services to clients as well as seeking profitable market opportunities, primarily on equity indices with some additional small exposures to a limited set of commodity underlyers. The risks on the books are managed both by risk sensitivity analysis and stress testing to remain within the agreed limits. The stress exposure for the Volatility Performance Fund was \$0.1 million and \$0.7 million as of December 31, 2023 and 2022, respectively.

The Equity Market Making business offers market making services on U.K. equities and investment trusts catering to retail stockbrokers, wealth managers and institutional investors. Risk is systematically monitored and regulated through limits based on net-delta at the stock, book and overall portfolio levels, with triggers in place for monitoring gross long/short exposures. Additionally, a VaR limit of 99.75% for one day is implemented as well to oversee and manage the desk activities. The VaR was \$0.1 million as of December 31, 2023 and 2022.

### *Market risk management in the Hedging and Investment Solutions segment*

The Hedging and Investment Solutions segment offers bespoke hedging solutions in the form of customised OTC derivatives and includes the structured notes issuance program. The market risk profile of the business is managed via risk sensitivities according to the prevailing risk factors of issued products and hedges. This is monitored and controlled daily on a net risk profile for each desk and supported by additional stress concentration and scenario-based analyses. Sensitivity analysis measures the impact of individual market factor movements on specific instruments or portfolios, including the key risks per asset class as follows:

- commodity risk,
- equity risk,
- foreign exchange risk,

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- interest rate risk,
- credit spread risk, and
- crypto currency market risk.

Risk sensitivity limits together with scenario stresses are used to manage the market risk for the Hedging and Investment Solutions segment given the inherent complexity of our products. The products traded within this segment are exposed to a number of different market risk, commonly known as the “greeks,” such as delta, gamma, vega. Within each asset class, and in aggregate across the segment, the market risks are captured, measured, monitored and limited within the risk limits agreed with the Market Risk function.

The net market risk exposure to customised OTC derivatives, which includes includes structured notes issuance, within Hedging and Investment Solutions, including hedges, using the delta measure, were \$0.1 million and \$2.0 million for the years ending December 31, 2023 and 2022, respectively. Risks on other assets classes are small.

Sensitivity measures are used to monitor the market risk positions within each risk type, and granular risk limits are set for each desk with consideration for market liquidity, customer demand and capital constraints among other factors.

Risk sensitivity calculations are made using a dedicated risk engine, whose models have been independently validated by a third party. They are calculated by altering a risk factor and repricing all products to observe the profit and loss impact of the change.

We issue products on cryptocurrencies, primarily Bitcoin and Ethereum. There are residual exposures in four other cryptocurrencies, driven from two structured notes previously issued. See note 19 to our consolidated financial statements included elsewhere in this prospectus for a discussion of our exposures to cryptocurrencies.

### **Foreign currency risk**

Our policy is to minimize volatility as a result of foreign currency exposure. To achieve this, we monitor our currency exposure on a daily basis and buy or sell currency to minimize the exposure, in addition to the hedging of material future-dated GBP commitments through the use of derivative instruments. Our policy is to enter into foreign exchange forward contracts with terms not exceeding 14 months to hedge the exchange rate risk of these specific future-dated GBP commitments. See note 32 of our consolidated financial statements for the year ended December 31, 2023 included elsewhere in this prospectus for additional details.

Our sensitivity to foreign currency is immaterial as all our non-USD exposure is materially hedged.

As of December 31, 2023 and 2022, the aggregate amount of gains under foreign exchange forward contracts deferred in the cash flow hedge reserve relating to the exposure on these anticipated future commitments is \$2.9 million and \$2.2 million, respectively. We anticipate that these commitments will become due monthly over the course of the next twelve months, at which time the amount deferred in equity will be reclassified to profit and loss.

For additional information, see note 32 to our consolidated financial statements for the year ended December 31, 2023 included elsewhere in this prospectus.

### **Interest rate risk**

We are exposed to interest rate risk based on the difference between the interest rates earned on investments (interest bearing assets such as cash posted to exchanges or deposited with banks and/or invested in highly liquid securities) and the interest rates paid on client balances and firmwide debt financing (interest bearing liabilities). These interest-earning assets and interest-bearing liabilities are not part of our fair value trading portfolio and as such the exposure they create to interest rate risk is measured using a sensitivity analysis. Interest rate risk created by other financial assets and financial liabilities measured at fair value and within our trading portfolio is measured by VaR.

Our exposure to interest rate fluctuations is, however, limited through the offset that exists between the interest-earning assets and interest-bearing liabilities. The sensitivity is variable to the extent that investments are linked to client balances, and in addition, there is limited sensitivity as both the assets and liabilities are exposed to similar reference rates. Since the return paid on client liabilities is generally reset to prevailing market interest rates on an overnight basis, we are only exposed for the time it takes to reset any of our fixed-rate investments, which typically have maturities of less than three months, with the exception of certain U.S. Treasuries, which have a maturity of up to two years.

We monitor interest rate movements and the potential impact to net interest income ("NII") continuously. We are sensitive to movements in the short-term rates, as changes to the rate will require a rebalancing of any fixed-rate exposure. We consider short-term rates to include rates that reference periods between overnight and three months on the basis that these are the most common fixing periods for interest rate products. We are able to manage interest rate exposure using a variety of instruments and are exposed to material changes in the short-term rates, as these are likely to reflect fixing periods during which floating rate exposure is effectively fixed until the next fixing date is reached. We conducted an analysis of recent changes to short-term rates, and such analysis suggests that movements are usually within a 100bps range. This is based on a review of Federal Funds rate movement over a rolling three-month period between January 2022 and September 2023, and as such, we have considered a movement of 100bps to be an extreme scenario over a three-month period.

We have modeled our interest rate sensitivity to show the impact of rate movements on the income earned on average investment balances offset with expenses paid on interest bearing liabilities and by applying a 100bps movement in rates against the relevant asset and liabilities balances. This reflects the proportion of client assets that are interest-bearing and the average balances of our debt funding. The sensitivity analysis does not include effects that may arise from increased margin calls at exchanges, changes in client behavior or related management actions.

We estimate that for the years ended December 31, 2023 and 2022, if the relevant short-term interest rates had been 100bps higher, our NII would have increased by \$38 million and \$33 million, respectively. If the short-term interest rates had been 100bps lower, our NII would have decreased by \$38 million and \$33 million, respectively. This impact relates solely to NII and does not include the impact of compensation or taxes, which would reduce the impact on profit after tax

For additional information, see note 32 to our consolidated financial statements for the year ended December 31, 2023 included elsewhere in this prospectus.

### **Concentration risk**

To mitigate the concentration of credit risk exposure to a particular single customer, counterparty or group of affiliated customers or counterparties, we monitor these exposures carefully and ensure that these remain within pre-defined limits. Large exposure limits are determined in accordance with



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appropriate regulatory rules. Further concentration risk controls are in place to limit exposure to clients or counterparties within single countries of origin and operation through specific country credit risk limits as set by the Risk Committee of our board of directors.

The largest concentration of cash balances as at December 31, 2023 and 2022 was 46% and 65%, respectively, to a U.K.-based, AA rated global banking group (and a U.K.-based, AA- rated global banking group as of December 31, 2022).

The largest concentration of exposures to exchanges, clearing houses and other counterparties as of December 31, 2023 and 2022 was 38% and 44% to the ICE, respectively, and 38% and 26% to the CME, respectively. As of December 31, 2023 and 2022, the largest concentration of exposures to treasury instruments is to the U.S. government, as 97% (or 100% as of December 31, 2022) of the instruments are issued by the U.S. government or a U.S. government-sponsored enterprise.

### **Liquidity risk**

We define liquidity risk as the failure to meet our day-to-day capital and cash flow requirements. Liquidity risk is assessed and managed under the Individual Capital and Risk Assessment ("ICARA") and Liquidity Risk Framework. To mitigate liquidity risk, we have implemented robust cash management policies and procedures that monitor liquidity daily to ensure that we have sufficient resources to meet our margin requirement at clearing houses and with third-party brokers. In the event of a liquidity issue, As of December 31, 2023, we have access to existing global cash resources, including \$250.0 million (or \$280 million as of December 31, 2022) under our two committed credit facilities, the Marex Revolving Credit Facility and the MCMI Revolving Credit Facility, and a further \$125 million (or \$210 million as of December 31, 2022) secured borrowings. The effect of the callable features within the structured note program is monitored and dynamically updated to reflect any changes to expected cashflows as part of our overall liquidity requirements. Short term liquidity requirements are monitored and subject to limits reflecting our liquidity resources.

There are strict guidelines followed in relation to products and tenor into which excess liquidity can be invested. Excess liquidity is invested in highly liquid instruments, such as cash deposits with financial institutions for a period of less than three months and U.S. Treasuries with a maturity of up to two years.

The financial liabilities are based upon rates set on a daily basis, apart from the financing of the warrant positions and our two committed credit facilities, the Marex Revolving Credit Facility and the MCMI Revolving Credit Facility, as of December 31, 2022, where the rates are set for the term of the loan. For assets not marked-to-market, there is no material difference between the carrying value and fair value.

### **Internal Control over Financial Reporting**

Prior to the completion of this offering, we have been a private company. As a private company, we were not required to have designed or maintained an effective control environment as that of a public company under the rules and regulations of the SEC. Although we are not yet subject to the certification or attestation requirements of Section 404 of the Sarbanes-Oxley Act, we have identified material weaknesses in our internal control over financial reporting.

The material weaknesses relate to (i) the lack of maintaining a sufficient complement of accounting and financial reporting resources commensurate with our financial reporting requirements, (ii) the lack of designing and maintaining an effective risk assessment process, which led to improperly designed controls, (iii) the lack of maintaining appropriate control activities to support over the review of

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account reconciliations and balance sheet substantiation, the appropriate segregation of duties over manual journal entries and rights over access administrative controls and (iv) the failure to document, thoroughly communicate and monitor control processes and relevant accounting policies and procedures.

We have begun implementation of a plan to remediate the material weaknesses described above. These remediation measures are ongoing and include hiring additional accounting personnel, implementing new third-party systems and software and implementing additional internal review procedures, policies and controls. We cannot assure you that these measures will significantly improve or remediate the material weaknesses described above. The implementation of these remediation measures is in the early stages and will require validation and testing of the design and operating effectiveness of internal control over financial reporting over a sustained period of financial reporting. See *“Risk Factors — Risks Relating to this Offering and Ownership of Our Ordinary Shares — We have identified material weaknesses in our internal control over financial reporting and may identify additional material weaknesses in the future or fail to maintain an effective system of internal control over financial reporting, which may result in material misstatements of our consolidated financial statements or cause us to fail to meet our periodic reporting obligations.”*

## BUSINESS

### Our Company

Marex is a diversified global financial services platform providing essential liquidity, market access and infrastructure services to clients across energy, commodities and financial markets. We provide critical services to our clients by connecting them to global exchanges and providing a range of execution services. We operate in a large and fragmented market with significant infrastructure requirements and regulatory and technological complexity, resulting in high barriers to entry. Moreover, our market is characterized by reduced competitive intensity as we believe many large banks and other financial institutions have reduced their participation in this part of the financial ecosystem. We believe these trends elevate our value proposition and support our growth, as the scale and diversity of our business enable us to effectively service an underserved and growing global client base.

We generated \$1,244.6 million and \$711.1 million of revenue for the years ended December 31, 2023 and 2022, respectively, and have a track record of organic growth supplemented by complementary acquisitions that we carefully and efficiently integrate into our infrastructure. The diversification and resilience of our business has increased over the last several years through the expansion of our services and regional footprint, which enables us to effectively serve our clients. Within the global commodities market, we believe we are one of the leading service providers in the world, providing a broad range of services across the commodities value chain. We provide connectivity to 58 exchanges, including as a Category 1 member of the LME and a top 5 participant by volume on each of the CME and the ICE. During the years ended December 31, 2023 and 2022, we executed approximately 129 million and 58 million trades and cleared approximately 856 million and 248 million contracts, respectively. We have a diverse client base of more than 4,000 active clients as of December 31, 2023. We define “active clients” as clients who have generated more than \$5,000 in revenue for us in a given year. This includes both traditional consumers and producers of commodities who have recurring demand for our services across a variety of market conditions and financial clients, such as banks and asset managers. We have leading market positions across our core energy and commodities markets in Europe and the United States (based on management calculations derived from publicly available data) and growing capabilities in the APAC region. Our investment grade credit ratings are underpinned by our strong capital and liquidity position, making us a trusted counterparty for our clients.

Our business is organized into four closely connected service offerings, which combine to provide our clients with access to the full value chain in our industry from clearing to execution. Clearing is the heart of our business, providing the infrastructure that connects clients to global exchanges. We also offer clients access to deep liquidity pools both on an agency and principal basis across a range of different commodities and financial markets, including metals, agriculture, energy, equities and fixed income. If there is no on-exchange solution that meets a client’s needs, we can create bespoke, off-exchange hedging solutions. Our services are characterized by a deep understanding of products, markets and clients’ needs. Our five segments, which consist of our four reporting business segments - Clearing, Agency and Execution, Market Making and Hedging and Investment Solutions - and our control and support functions in our Corporate reporting segment, are:

- **Clearing:** Clearing is the interface between exchanges and clients. We provide the connectivity that allows our clients access to exchanges and central clearing houses. As clearing members, we act as principal on behalf of our clients and generate revenue on a commission per trade basis. We provide clearing services across energy, commodities and financial securities markets in Europe and the Americas and have growing capabilities in APAC. We hold collateral to manage client credit risk in our Clearing business, which also generates interest income for us. In our Clearing business, we broadly compete against other independent non-bank futures commission merchants (such as ADM Investor Services, RJ O’Brien and StoneX) and large global investment and commercial banks (such as J.P. Morgan,

ABN Amro, Société Générale, Macquarie, Mizuho and Citigroup). In 2023, we were one of the 10 largest FCMs in the United States by average segregated funds, according to publicly available data from the FIA, and had a top 10 market share on a number of the largest exchanges, according to ranking reports provided by such exchanges. There is declining competitive intensity in this segment, as the number of FCMs has declined by approximately 55% from December 2002 to August 2023, based on exchange information. There is also concentration among the largest providers, with the top 10 FCMs holding approximately 75% of margin balances as of December 2023, according to data from the FIA. Our Clearing business is strategically valuable, as the senior levels of an organization usually choose the clearing partner, which often results in a long-term business relationship with strong recurring revenue potential and unique cross-selling opportunities. Our broad product offering, expansive client base, global presence and investment grade credit ratings differentiate us and provide us with a competitive advantage. Clearing is the central hub of Marex, enabling us to offer clients complementary market access execution services tailored to their requirements.













- ***Agency and Execution:*** Utilizing our deep market knowledge, we are able to match buyers and sellers on an agency basis by facilitating price discovery across a broad range of commodities and financial markets. Our Agency and Execution business primarily generates revenue on a commission per trade basis without material credit or market risk exposure. In addition to listed products that trade directly on exchanges, many of our markets are traded on an OTC basis. Our competitors include StoneX, BGC Partners, TP ICAP, Tradition, OTC Global Holdings and Clarksons. Our significant daily client order flow in listed and OTC markets, combined with deep product-level expertise, enhances our ability to provide differentiated liquidity to our clients. Additionally, it strengthens our risk management capabilities within Clearing as we gain greater visibility on market activity and liquidity.
- ***Market Making:*** We act as principal to provide direct market pricing to professional and wholesale counterparties in a variety of commodity and securities markets. Our Market Making business primarily generates revenue through charging a spread between buying and selling prices, without taking significant proprietary risk. Our Market Making operations are well diversified across geographies and asset classes. We conservatively manage market risk in our Market Making business with low average VaR and limited overnight exposure that is driven by client facilitation rather than proprietary positions. Our key competitors include J.P. Morgan, StoneX, Société Générale and DV Trading. Our competitive advantage is centered around our deep knowledge of markets and ability to consistently provide liquidity in a wide breadth of contracts in various market environments.
- ***Hedging and Investment Solutions:*** We offer bespoke hedging and investment solutions for our clients and generate revenue through a return built into our product pricing. Tailored hedging solutions allow producers and consumers of commodities to hedge their exposure to movements in market prices, as well as exchange rates, across a variety of different time horizons. In this segment, we compete against other financial firms such as StoneX and Macquarie, and commodity producers with in-house capabilities such as Cargill. Additionally, our financial products allow investors to gain exposure to a particular market or asset class, for example, equity indices, in a cost-effective manner through a structured product. We issue notes to clients to meet their desired return parameters. Given that we hold the principal balance of the issued notes on our balance sheet, our structured notes offering also provides a source of liquidity and funding for our business. Our investment solutions business competes against global financial firms such as J.P. Morgan, Leonteq and Société Générale. Our modern technology enables us to design products more nimbly to respond to evolving market demand and drives a lower cost-to-serve relative to our larger competitors who we believe have less flexible, legacy technology systems.

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- **Corporate:** Our Corporate segment provides key services to our other business segments. Corporate (i) houses our control and support functions: finance, treasury, IT, risk, compliance, legal, human resources and executive management to support our operating segments; (ii) manages our resources, makes investment decisions and provides operational support to our other business segments and manages our funding requirements; and (iii) includes interest income that we receive from interest on in-house cash balances. The adjusted operating loss from our Corporate segment includes expenses related to costs of the functions that are not recovered by our other operating segments and corporate costs.

We believe the diverse services offered across our business are complementary to one another, and together they form a differentiated full-service solution for our clients. This ultimately increases client retention and provides opportunities to cross-sell our services. For example, existing Clearing clients may also have a need for specialized liquidity solutions, which we can provide both on an agency and principal basis through our Agency and Execution and Market Making businesses. Moreover, clients that cannot satisfy their hedging requirements through on-exchange instruments may have a need for bespoke hedging solutions, which we offer in our Hedging and Investment Solutions business.

A summary of our four core businesses is set forth in the table below as of December 31, 2023.

	 Clearing	 Agency & Execution	 Market Making	 Hedging and Investment Solutions
<b>Business Description</b>	Acting as principal on behalf of our clients, providing access to 58 exchanges globally	Utilizing broad market connectivity to match buyers and sellers on an agency basis	Acting as principal to provide direct liquidity to our clients	Bespoke hedging solutions for commodity producers and consumers and investment solutions for asset managers
<b>Revenue Model</b>	<ul style="list-style-type: none"> <li>• Commission per trade</li> <li>• Interest income</li> </ul>	<ul style="list-style-type: none"> <li>• Commission per trade</li> </ul>	<ul style="list-style-type: none"> <li>• Spread between buying and selling prices</li> </ul>	<ul style="list-style-type: none"> <li>• Return built into pricing</li> </ul>
<b>Risk Considerations</b>	<ul style="list-style-type: none"> <li>• Credit risk managed by holding client collateral and daily margin calls</li> </ul>	<ul style="list-style-type: none"> <li>• Lower risk service offering</li> <li>• Limited capital and liquidity requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Client-flow driven business with limited overnight exposure</li> <li>• Low average VaR (~\$2.5m)<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>• Market risk managed by hedging of underlying assets or liabilities</li> <li>• Credit risk managed beginning at onboarding with ongoing monitoring</li> </ul>
<b>% of Revenue<sup>2</sup></b>				
<b>Adj. Operating Profit Margin<sup>2</sup></b>				

1 \$2.5 million represents daily average VaR for the period between January 2, 2023 and December 29, 2023. Please see "Management's Discussion and Analysis of Financial Condition and Results of Operations – Quantitative and Qualitative Disclosures of Market Risks – Market Risk – Value-at-risk" for further information on how we calculate VaR.

2 Excludes our Corporate segment.

Our well-invested and industry leading technology and support infrastructure underpin our growth and provide centralized back office functions for our four core businesses. As of December 31, 2023, our control and support functions were comprised of approximately 900 full-time employees globally, who prudently manage risk in real-time and help us ensure regulatory compliance through our enterprise risk management framework. Our successful business profile enables us to attract high-quality talent to our control and support functions and helps us retain talent gained through acquisitions. Our proprietary technology portal, Neon, delivers a high-quality user experience to clients with access to our broad, multi-asset product offering and increases the productivity of our front-office

staff. We continue to invest in these functions to reflect the scale of our global operations and ensure sustainable growth in the future. This also supports our organic and inorganic growth initiatives in a disciplined manner to ensure sustainable growth.

We are focused on creating long-term value through consistent revenue growth and margin expansion, and we have a track record of strong financial performance. By expanding our product offering and global reach, deepening relationships with clients and building scale, we have created a diversified and resilient business that grew profit after tax by a CAGR of 24% from 2014 to 2023 and Adjusted Operating Profit by a 34% CAGR during the same periods. Our strong cash flow profile also supports capital returns and opportunistic acquisition activity. This consistent growth has been achieved across a period of various market environments. We believe the strength of our financial performance provides unique differentiation and emphasizes our public company readiness.

From 2018 to 2023, we grew our number of active clients from approximately 1,800 to over 4,000 and average client assets from less than \$1.0 billion to approximately \$13.0 billion. For the years ended December 31, 2023, 2022 and 2021, we generated revenue of \$1,244.6 million, \$711.1 million and \$541.5 million, respectively. Our revenue has grown at a CAGR of 52% from 2021 to 2023. For the same periods, we generated profit after tax of \$141.3 million, \$98.2 million and \$56.5 million, respectively, and Adjusted Operating Profit of \$230.0 million, \$121.7 million and \$79.5 million, respectively, with a profit margin of 11%, 14% and 10%, respectively, and an Adjusted Operating Profit Margin of 19%, 17% and 15%, respectively. For the years ended December 31, 2023, 2022 and 2021, we achieved a return on equity (calculated as profit after tax divided by average total equity, which is calculated as the average of total equity as of December 31 of the prior period, June 30 of the current period and December 31 of the current period) of 19%, 17% and 12%, respectively. This represents an expansion of over 700bps since 2021, with a large portion of the uplift driven by our acquisition of ED&F Man Capital Markets in 2022.

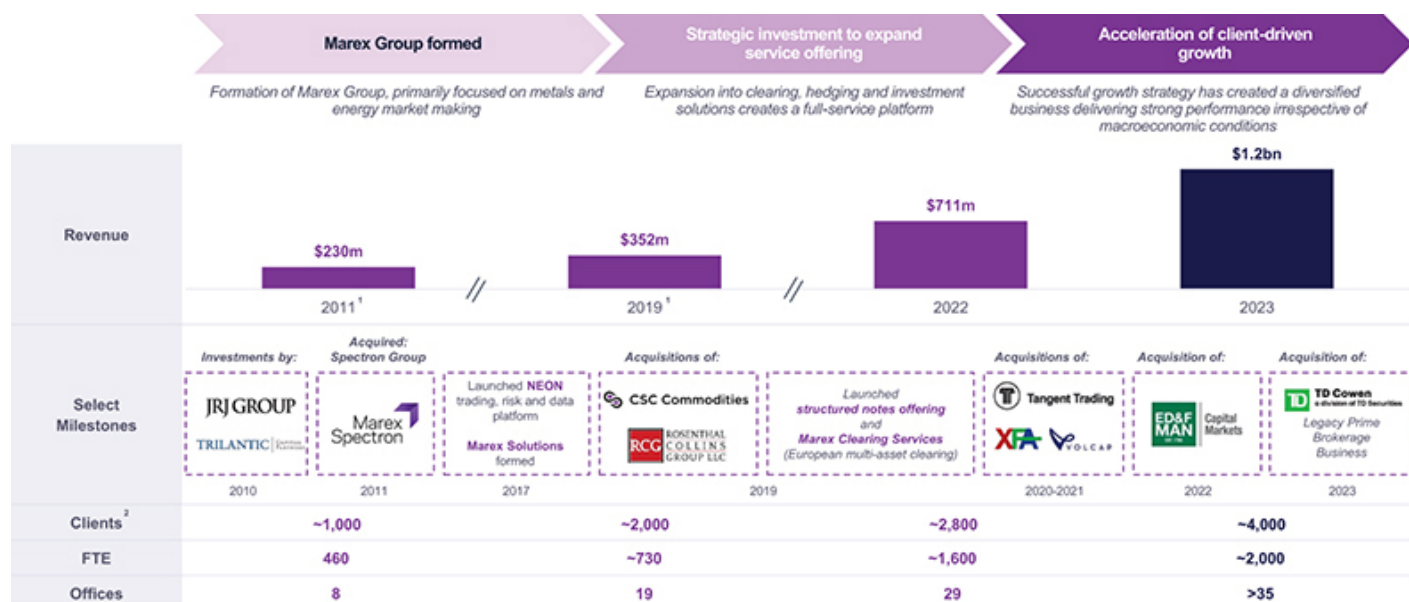
Headquartered in London, we operate across Europe and the Americas and have a growing presence in the Middle East and APAC regions. We have more than 35 offices worldwide and approximately 2,000 employees as of December 31, 2023.

### **Our History**

Established in 2005, the transformation of our business has accelerated over the last several years, beginning with the majority acquisition by a group of investors advised by JRJ Ventures LLP in 2010.

Since then, we have expanded into new products and geographies through investments in new business divisions and hiring talented people, and undertaking several strategic acquisitions. In doing so, we grew our client base, deepened our relationships with clients and diversified our business. In the fourth quarter of 2022, we acquired the global clearing and agency and execution business of ED&F Man Capital Markets. This acquisition significantly enhanced our geographic presence and market position in the Americas, APAC and the Middle East, increased our position in the financial securities asset class and provided a platform for further expansion. In December 2023, we acquired Cowen's legacy prime brokerage and outsourced trading business, which we expect to further expand and diversify our product offering in financial securities and our U.S. client base.

Throughout our evolution, we have added and retained high quality talent, which we believe is our greatest resource and has allowed us to provide our clients with innovative products, value-added insights and high-quality service.



1. This information is based upon information that was prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and in accordance with the requirements of the Companies Act 2006.
2. Number of clients for the years ended December 31, 2011 includes the total number of clients. For the years ended December 31, 2019, 2022 and 2023, number of clients includes active clients who have generated more than \$5,000 in revenue for us in that year.

We have a track record of delivering sustainable growth across both strong and weak macroeconomic environments, having grown our profit after tax by a CAGR of 24% from 2014 to 2023 and Adjusted Operating Profit by a 34% CAGR over the same period.

### Our Market Opportunity

We operate in a highly attractive market environment that we believe is supportive of our future growth. We believe our markets are large, growing and highly fragmented with declining competitive intensity.

We provide critical services to our clients by connecting them to global exchanges and providing a range of execution services. We believe that we provide a comprehensive range of asset classes, product coverage and exchange connectivity through our service offering.

A comparison of our service offerings and those of our key competitors is set forth in the table below.

**Marex's Primary Competitors by Core Businesses<sup>1</sup>**

	Clearing	Market Making	Agency and Execution	Hedging and Investment Solutions
<b>MAREX</b>	✓	✓	✓	✓
<b>FCMs and Brokerage</b>				
Clarks PLC			✓	
RJO'Brien	✓		✓	
StoneX	✓	✓	✓	✓ No structured notes business
<b>Inter-dealer Brokers</b>				
bgc			✓	
TPICAP			✓ Focused on financial markets	
Tradition			✓	✓ Distribution only
<b>Market Makers</b>				
VIRTU FINANCIAL		✓	✓	
<b>Exchanges</b>				
CME Group	✓		✓	
ICE	✓		✓	
<b>Investment Banks</b>	Largely Pulling back	✓		✓

1 Represents management's view of core competitors by core business. A check mark is indicative of the core competitors that we believe have a presence within the given core business and does not consider any quantitative measure of revenue, market share or trading volumes as a criteria. A competitor's presence within a core business was determined through our review of public information, including SEC filings, annual reports, company websites and/or marketing materials and our management's knowledge of our competitive landscape. The competitors listed above are not meant to represent a complete list of firms that compete with our various core businesses.

We have strong positions in our core markets across several asset classes, which include: metals, agriculture and energy within our Market Making business; metals, agriculture, energy and financial futures and options within our Clearing and Hedging and Investment Solutions businesses; and energy and securities within our Agency and Execution business.

Our market positions in each of metals, agriculture and energy for the year ended December 31, 2023 were as follows:

Metals (approximately 10%)

- 10% total market share on the LME

Agriculture (approximately 10%)

- 13% of the cocoa options market
- 8% of the coffee options market
- 7% of the sugar options market



Energy (approximately 20%)

- 24% of the total European power market
- 14% of the European gas market
- 24% of the European fuel market

We calculated our market shares above by taking publicly available data for each of the following asset classes for the same period:

- for metals, the LME base metals market share reports for the total metals market volume,
- for energy, the London Energy Broking Association reports on each particular market's volumes and
- for agriculture, ICE and IFLX reports for agriculture for each of cocoa, coffee and sugar market's volumes,

divided by the total volumes we traded on the exchange for each asset class during the year ended December 31, 2023.

**Market Size and Growth**

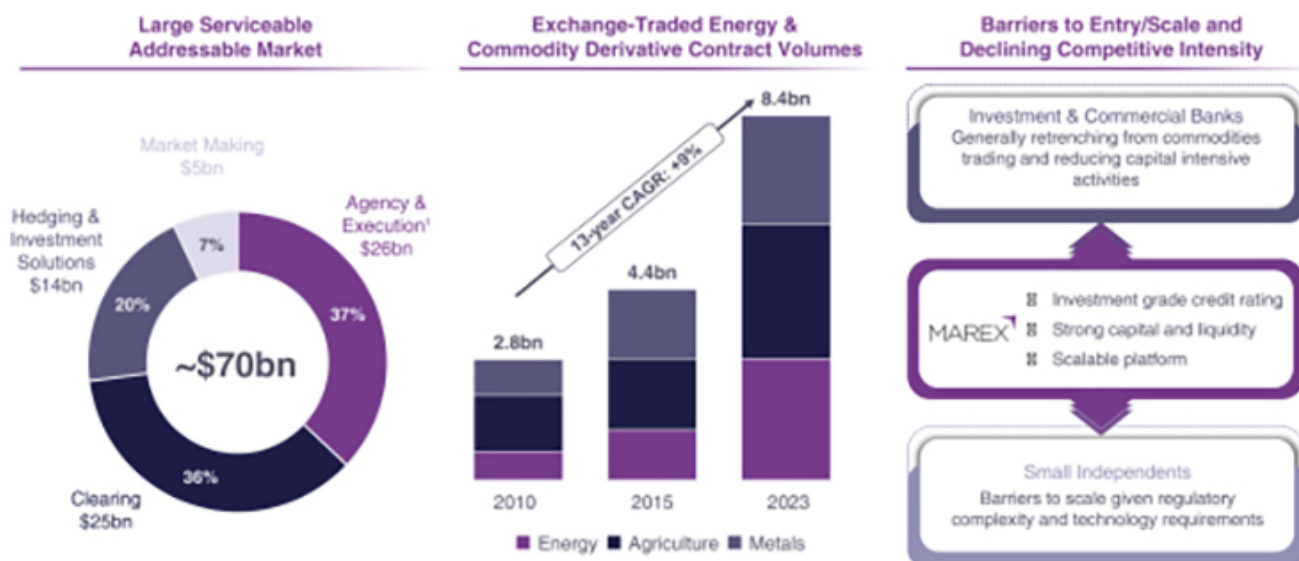
We estimate the serviceable addressable market by revenue for our services to be approximately \$70 billion per annum. We calculated our total addressable market by using publicly available data for each of our four core businesses, where available. Below is a summary of our calculations for our estimated market share for each of our four core businesses as of December 31, 2023.

- Clearing: Comparing our margin balances to the total margin balances for our primary exchanges as derived from publicly available data from the FIA.
- Agency and Execution:
  - Financial securities: Total market size derived from a combination of publicly available revenue reported by our key competitors and publicly available market volumes in financial execution, with our market share calculated by dividing either our volumes or our revenue from each business by the total estimated market size.
  - Energy: Total market size estimated by multiplying our market share, based on externally available market data where available or management estimates, multiplied by our revenue from those products.
- Market Making: We divide our revenue generated by the market share data for each of metals, agriculture and the energy markets, as well as small cap equities market size using publicly available traded equities volumes on the LSE.
- Hedging and Investment Solutions: Total market size is based on implied market share of structured notes market and risk management solutions for mid-sized companies with international exposures multiplied by our revenue in the period.

The growth in our total addressable market is also derived from a combination of underlying market growth and recent acquisitions, which have increased our product coverage and geographic footprint and expanded our market access. Volumes in our core exchange-traded and commodity derivative markets grew at an 9% CAGR between 2010 and 2023, according to FIA data. Population growth and globalization are increasing demand for energy and commodities generally, and will likely drive prices higher over the long term, combined with periods of geopolitical or economic instability which cause increased volatility and, in turn, will drive higher demand for our market making and hedging services. Separately, we believe that increased demand for cleared products following the 2008 global financial crisis presents a tailwind for the addressable market of our Clearing business.

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Based on our calculations as described above, we believe we had an approximately 2% share of the total addressable market, which we believe provides significant opportunities for future growth in all of our service areas as we continue to expand our geographic footprint and asset class coverage.



Sources: Management estimates based on calculations described above, Bloomberg, BIS and FIA Data.

<sup>1</sup> Includes management estimates based on publicly available data for peers. Peer data may not be directly comparable.

### Changing Competitive Dynamics

Increasing levels of regulation and evolving technology requirements have reduced the competitive intensity in our markets. Sub-scale financial services providers have struggled to compete, and commercial and investment banks have been exiting businesses that are seen as not profitable enough to justify continued investment. This has led participants in our markets to seek new service providers where they may no longer be served by their current counterparts.

This reduced competitive intensity creates a significant opportunity for us to grow our client base and increase market share with underserved clients. These dynamics also provide a substantial opportunity for consolidation through acquisitions in what remains a highly fragmented market and increase the attraction for smaller operators to become part of an international group like ours.

### Increasing Complexity of Financial Markets and Regulation

Reforms to the commodities and financial market regulatory landscape have increased costs and barriers to entry. These include capital requirements regulations, increased compliance and reporting obligations as well as increased operational requirements relating to IT systems and exchange memberships. The burden and complexity of regulatory compliance across jurisdictions makes it difficult for competitors to offer broad, global solutions.

Clients in our markets are seeking to transact with well-capitalized counterparts who have good regulatory standing and a broad product offering across multiple jurisdictions. We believe our prudent capital and liquidity position, investment grade credit ratings and strong regulatory track record are key advantages.

### Energy Transition and Sustainability Initiatives

The global economy is making a fundamental transition towards net-zero for greenhouse gas emissions. This transition requires a shift in capital flows and investment away from high-carbon

industries and activities into the low-carbon future. We work closely with industry-leading partners to facilitate this capital reallocation.

In Agency and Execution, our Environmental team connects clients to the environmental markets that facilitate the value transfer needed to support the transition to net zero greenhouse gas emissions. We provide price discovery and price transparency in these highly fragmented markets. Our extensive coverage of clean energy, recycled materials and carbon management includes compliance-driven and voluntary markets.

We provide clearing, liquidity and hedging services in biofuels, electric and hydrogen power, recycled metals, carbon emissions and U.S. and E.U. compliance carbon markets. Our team specializes in large volume transactions and facilitates spot and long-term contracts for institutional renewable energy generators.

We have continued to grow our revenue from environmental products from \$21.9 million for the year ended December 31, 2021 to \$46.7 million for 2023.

### ***Electronification of Trading and Evolution of Technology***

Advances in technology have transformed certain markets in the last decade. These advances include increased digitization, greater use of data analytics and a greater reliance on electronic trading platforms.

Technology underpins order management, order routing, processing, market data, risk management and market surveillance operations. Effective technology is therefore a key part of the value proposition for market participants.

These rapidly evolving technological requirements make it increasingly difficult to compete effectively in our market. Smaller operators lack sufficient resources to invest in technology and compliance systems while many larger operators are burdened with legacy technology systems that prevent them from serving smaller clients profitably and responding effectively to changing customer demand. We believe our proprietary technology enhances the client experience and enables trading at scale with a low marginal cost of processing each additional trade, providing opportunities for profit growth.

As certain markets shifted to trade electronically instead of over the phone, we responded by providing electronic execution capabilities. Electronic execution now represents a substantial part of our executed volume. However, unlike other asset classes such as equities, there remains significant demand in global energy and commodities markets for high-touch execution. Furthermore, the energy and commodity derivative markets have historically been slower to electrify than financial markets due to a less homogenous product mix. This creates a level of complexity requiring personal interaction. We operate a hybrid execution model, which allows clients to interact in any way they desire, providing us with coverage of the entire addressable market and positioning us to succeed regardless of electrification trends within a single asset class.

### ***Product Innovation***

In general, the number of contracts available for trading on exchanges has grown significantly in recent years. Examples of innovation in exchange-traded contracts include the standardization of OTC products to bring them on-exchange or offering new, smaller versions of exchange-traded products, which make them available to a larger group of investors. In addition, electronic trading makes product innovation less expensive, as lower costs result in fewer contracts that must be traded to recoup

startup costs. Additionally, the availability and usage of bespoke hedging contracts have increased significantly. These changes have contributed to bringing more participants and activity to the market while supporting underlying market growth.

We believe that we are well positioned to continue to innovate and provide solutions that continue to satisfy the needs of our clients and meet changing market demands and evolving regulatory standards.

### Our Competitive Strengths

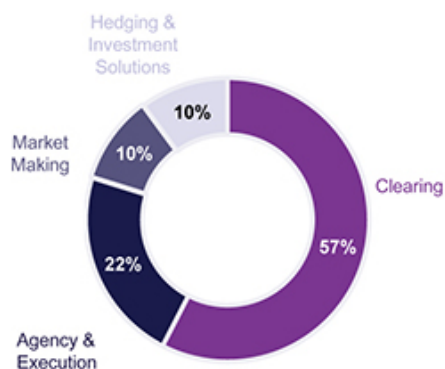
We believe the following strengths are central to our business model and our leading market position:

#### Diversified and Resilient Business Model

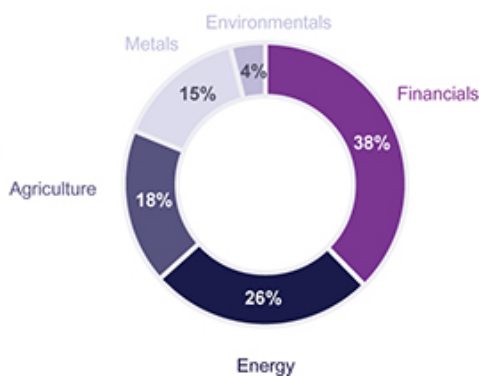
Our activities are diversified across services, geographies and asset classes, which creates a resilient business. We have leading positions across several services through the trading value chain, including clearing, agency brokerage and execution, market making and hedging and investment solutions. We also operate these services across a diverse range of commodity and securities markets, including equities, fixed income, energy, agriculture and metals. This allows us to meet the needs of a diverse client base of over 4,000 active clients across Europe, the United States and APAC, including blue-chip commodities consumers and producers and large global financial institutions, as of December 31, 2023. We also serve our clients in a variety of ways, acting as agent, principal and clearer. We believe the services we provide are essential to these market participants, the majority of which are producers or consumers of commodities that have a need to trade to manage their business risk, regardless of market conditions.

Our financial performance and diversity across four core businesses, asset classes and geographies for the year ended December 31, 2023 is set forth below.

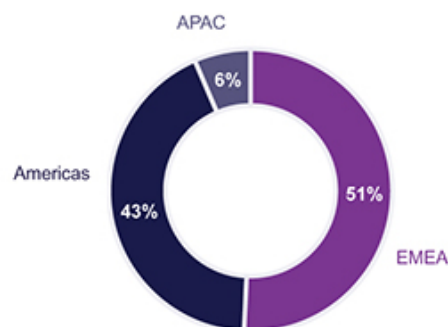
**Adjusted Operating Profit by Core Business<sup>1</sup>**



**Revenue by Asset Class<sup>2</sup>**



**Adjusted Operating Profit by Geography<sup>3</sup>**



<sup>1</sup> Excludes our Corporate segment.

<sup>2</sup> Represents revenue by underlying asset class in each transaction.

<sup>3</sup> In presenting geographical information by country (the United Kingdom, the United States and Rest of World), as presented in note 6 of our consolidated financial statements for the year ended December 31, 2023 included elsewhere in this prospectus, revenue is based on the geographic location of the legal entity where the revenue is recorded. In presenting geographical information by region in the above, revenue is based on the geographical location of the desks that generated the revenue.

Our diversity by business segment, asset class and geography reinforces our competitive advantage. This enables us to cross-sell services across our client base, provide global solutions and focus on areas of our market strength at different points in time. This underpins the resilience in our financial performance, as demonstrated through nine consecutive years of profit after tax and Adjusted

Operating Profit growth from 2014 to 2023 through various market environments. In addition, the volatility of our results has declined, as evidenced by the increase in the Sharpe ratio from 1.8 in 2021 to 2.8 in 2022 and 3.6 in 2023 and the increase in the Adjusted Sharpe ratio from 2.2 in 2021 to 4.1 in 2022 and 4.3 in 2023.

### **Highly Scalable Platform Supporting Growth**

The strength of our business model is built on our highly scalable platform of technology, clients, people and commitment to client services, which we believe enables us to deliver sustainable long-term growth. Our growth is underpinned by four key areas of platform strength:

- **Scalable technology and support infrastructure:** Our technology platform and operational setup is reliable and scalable. Our modern infrastructure is capable of processing volumes and activity in excess of historical levels with limited required headcount growth. We have a track record of strong growth in transaction volume, with the number of trades executed having grown at a CAGR of 80% from 2021 to 2023. Further, additional clients can be served and volumes processed at low marginal costs.  
  
At the heart of our operations is our Neon client platform. Developed in-house, Neon enables a high-quality user experience providing clients with access to our full trade lifecycle and value-added services, driving increases in front-office productivity. Neon facilitates onboarding and allows clients to execute trades, monitor risk and access market insights.
- **Multi-asset, global presence:** As of December 31, 2023, we operated across a variety of asset classes, through more than 35 offices across EMEA, the Americas and APAC. We connect to 58 exchanges worldwide and support client needs on a multi-asset, global, multi-currency basis. The strength of our technology and people supports the expansion of our business into new asset classes and geographies. For example, in the second half of 2023, we launched clearing capabilities on the ASX and SGX to increase our presence in the APAC region.
- **Experience of M&A integration:** We have developed and demonstrated an in-house capability to originate and efficiently integrate acquisitions into the Marex ecosystem and, in particular, into our technology platform and risk and control frameworks. All of our recent acquisitions have been promptly integrated, which we believe helps us maintain a consistent technology architecture, minimizes complexity and allows us to unlock greater value creation. Tactical acquisitions also contribute to our client network and diversity, further enhancing our ability to cross-sell.
- **Ability to support our growing client base:** Our platform can manage and support a large and growing number of clients. This provides access to deep pools of liquidity, which enhances trade execution quality, and also provides the opportunity to offer multiple services to a diverse client base. As our existing clients grow, their demand for our services increases, which, in turn, drives our growth. We believe this virtuous circle benefits our clients and supports our continued revenue growth. For example, we have innovated in products such as environmentals and recycled metals to match increasing client demand to achieve sustainability. To assess our front-office productivity, we track revenue per front-office FTE, which reached \$1.2 million in 2023, up from \$1.0 million in 2022 and \$0.9 million in 2021, which represents a 15% CAGR from 2021 to 2023. Similarly, we have increased productivity in regards to our control and support employees within our Corporate segment, with approximately 880,000 contracts cleared per control and support FTE in 2023, representing a CAGR of 43% from 2021 to 2023.

### **Client-Driven Business Model and Prudent Approach to Capital and Liquidity Management**

We operate a prudent business model, supported by a robust, risk management infrastructure and a large team of seasoned risk professionals.

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For example, our Market Making business is client driven. We do not take directional views on prices or indices and carry limited overnight market risk exposure. Our trading has been consistently profitable historically, with 88% positive days, 100% positive weeks and 100% positive months in the year ended December 31, 2023; 84% positive days, 96% positive weeks and 100% positive months in the year ended December 31, 2022; and 82% positive days, 92% positive weeks and 100% positive months in the year ended December 31, 2021. Our average VaR was approximately \$2.5 million for the year ended December 31, 2023.



- The Marex VaR model is based on a Monte Carlo simulation technique that incorporates the following features: 5,000 simulations using a variance covariance matrix; simulations generated using geometric Brownian motion and an exceptional decay factor is applied across an estimation period of 250 days. VaR is calculated to a one-day 99.75% one-tail confidence interval. VaR is reflective of risk in the Market Making segment.

In our Clearing business, we have a successful track record of managing credit risk, with limited commitments to extend credit to clients and close monitoring of client accounts and positions. Actual realized credit losses have historically been modest with \$0.6 million, \$2.8 million, \$0.9 million, \$1.1 million and \$1.0 million recognized in the years ended December 31, 2019 to 2023, respectively, with realized losses representing approximately 0.1% of revenue in the year ended December 31, 2023, 0.2% of revenue in each of 2019, 2021 and 2022, and approximately 0.7% of revenue in 2020.

We are focused on maintaining a prudent approach to capital and liquidity management, which is reflected in our investment grade credit ratings. We hold significant excess capital to support these ratings, with total capital ratios of 231%, 266% and 164% for the years ended December 31, 2023, 2022 and 2021, and liquidity headroom of \$739 million as of December 31, 2023, which grew 164% since 2021. Our total capital ratio is calculated by taking our total capital resources divided by the capital requirements under the IFPR during the relevant period. See “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources.*”

### **Strong Track Record of Organic Growth, Combined with Successful Acquisitions**

Our growth has primarily been organic. Our organic growth was supported by:

- opening new offices to expand our geographic footprint and increase front-office headcount to broaden our distribution network;
- deepening expertise in adjacent product areas;
- cross-selling additional services to existing clients, and
- growth in client balances and rising interest rates.

Our revenue grew at a CAGR of 52% from 2021 to 2023, and our revenue organic growth grew at a CAGR of 24% over the same period. Our revenue grew from \$541.0 million for the year ended December 31, 2021 to \$711.1 million for the year ended December 31, 2022, and of this growth, 68%, or \$115.0 million, was attributable to organic growth and 32%, or \$55.0 million, was attributable to acquisition-related growth. Our revenue then grew from \$711.1 million for the year ended December 31, 2022 to \$1,244.6 million for the year ended December 31, 2023, of which 32%, or \$170.0 million, was attributable to organic growth and 68%, or \$363.0 million, was attributable to acquisition-related growth.

Our profit after tax grew at a CAGR of 58% from 2021 to 2023, and our profit after tax attributable to our organic growth grew at a CAGR of 30% over the same period. Our profit after tax grew from \$56.5 million for the year ended December 31, 2021 to \$98.2 million for the year ended December 31, 2022, and of this growth, 85%, or \$35.8 million, was attributable to organic growth and 14%, or \$5.9 million, was attributable to acquisition-related growth. Our profit after tax then grew from \$98.2 million for the year ended December 31, 2022 to \$141.3 million for the year ended December 31, 2023, of which 20%, or \$8.4 million, was attributable to organic growth and 81%, or \$34.7 million, was attributable to acquisition-related growth.

Our Adjusted Operating Profit grew at a CAGR of 70% from 2021 to 2023, and our Adjusted Operating Profit attributable to our organic growth grew at a CAGR of 48% over the same period. Our Adjusted Operating Profit grew from \$79.6 million for the year ended December 31, 2021 to \$121.7 million for the year ended December 31, 2022, and of this growth, 83%, or \$34.9 million, was attributable to organic growth and 17%, or \$7.3 million, was attributable to acquisition-related growth. Our Adjusted Operating Profit then grew from \$121.7 million for the year ended December 31, 2022 to \$230.0 million for the year ended December 31, 2023, of which 55%, or \$59.1 million, was attributable to organic growth and 66%, or \$49.2 million, was attributable to acquisition-related growth. Please see “*Management’s Discussion and Analysis of Financial Information – Non-IFRS Measures – Organic Growth*” for further information regarding how we define and calculate revenue organic growth, profit after tax organic growth and Adjusted Operating Profit organic growth and for a reconciliation of our Adjusted Operating Profit attributable to organic growth to the nearest IFRS measure.

Historically, we have delivered growth through various environments of GDP, interest rates and other macroeconomic conditions. We believe our core channels of structural growth will enable us to continue this trajectory.

In addition, we have a successful track record of accretive acquisitions, which has allowed us to accelerate our entrance into new product areas and geographies. Our strategic M&A framework broadly includes two approaches: bolt-on acquisitions and large transformational opportunities. We aim to fully integrate our acquisitions into our platform to leverage existing client relationships and shared infrastructure, and, thus, achieve revenue and cost synergies. With the successful delivery of synergies, we have, on average, grown revenue by 38% and profitability by more than 100% in the first-year post acquisition, based on comparing revenue and Adjusted Operating Profit for the twelve months pre-acquisition to the twelve months post-acquisition with respect to 11 acquisitions that were

completed between January 2019 and February 2023. This also reflects weighted averages for revenue and Adjusted Operating Profit.

**Experienced and Committed Management Team and a Deep Bench of Talent Powering the Business**

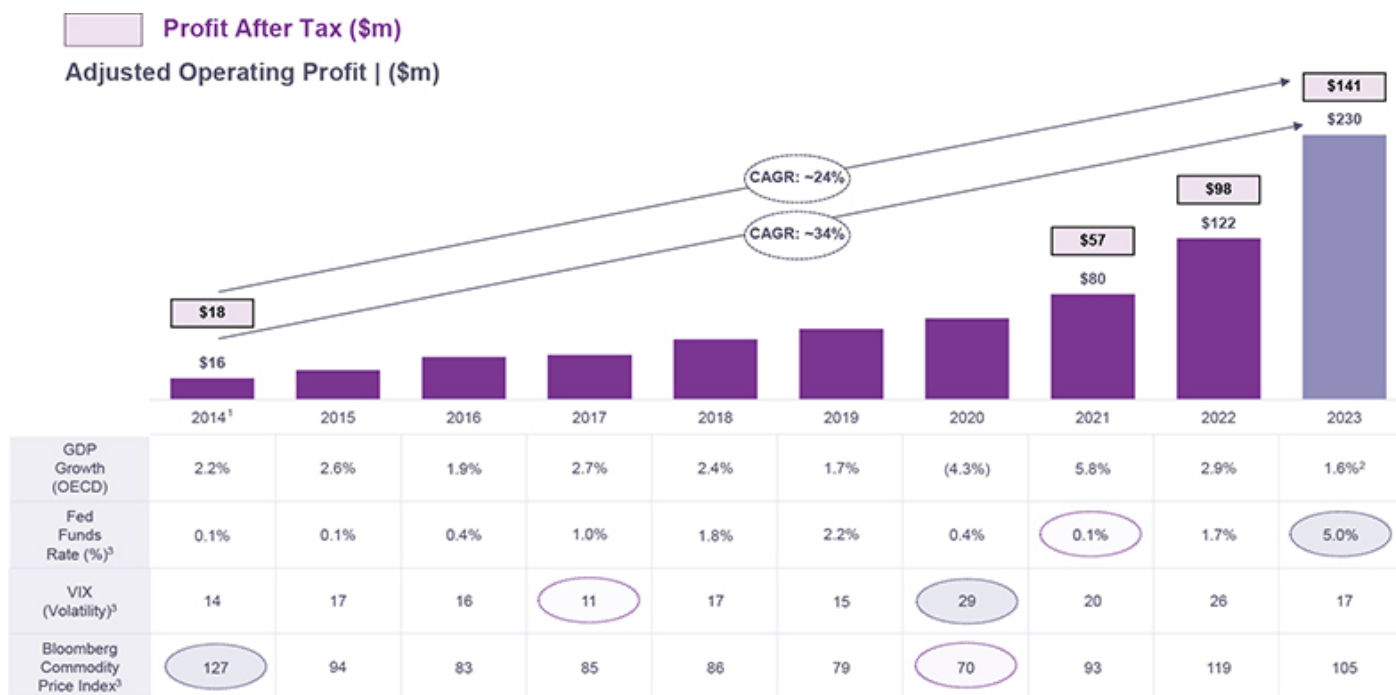
Our focus and decades of experience have enabled us to accumulate the knowledge and capabilities needed to serve complex, dynamic and highly regulated markets. Our management team is comprised of executives with an average of over 24 years of relevant industry experience, with diverse backgrounds and deep expertise. They have delivered a solid track record for our business through a variety of market environments and are committed to a clear growth strategy.

**Our Growth Strategy**

Our growth strategy is to continue to build our diversified global platform and increase our capabilities to connect clients to markets in new ways, adding new clients, products and geographies. We have a track record of delivering sustainable growth across both strong and weak macroeconomic environments, having grown our profit after tax by a CAGR of 24% from 2014 to 2023 and Adjusted Operating Profit by a 34% CAGR over the same periods. We have developed a scalable platform to support growth and deliver high-quality service to our clients. As our platform grows, we believe opportunities for further expansion in adjacent products and regions, both organic and inorganic, will become increasingly available. We believe past investments made across our segments can support future growth that is structural and not reliant on a favorable market environment.

Our growth is underpinned by investments in technology, prudent risk management and strong capital and liquidity to support our investment grade credit ratings. We have demonstrated a disciplined approach to growth and margin expansion by consistently investing in technology and enhancing our control and support function to accommodate increases in our front-office staff and global client base.

A summary of our historical growth is set forth below.



<sup>1</sup> This information is based upon information that was prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and in accordance with the requirements of the Companies Act 2006.  
<sup>2</sup> Represents OECD 2023 full-year forecast as of November 29, 2023. OECD Economic Outlook 114.

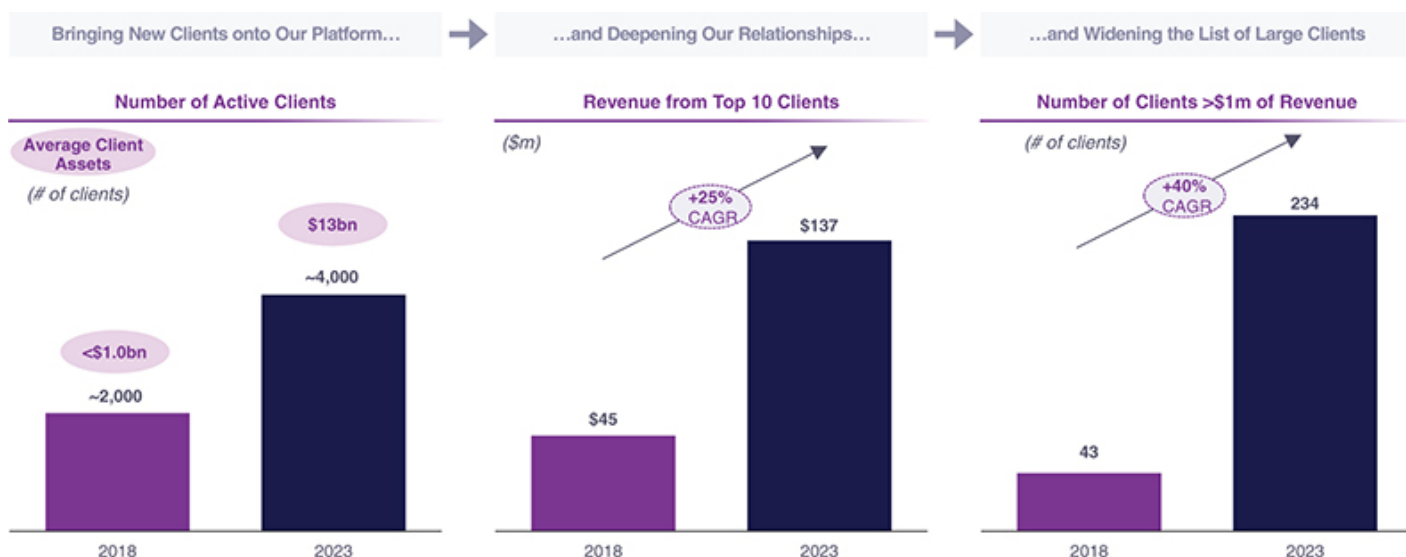


3 Values represent average values over the respective time period. VIX is the ticker symbol and popular name for the Chicago Board Options Exchange’s CBOE Volatility Index.

We seek to continue our growth trajectory through market share expansion across our different businesses by executing on the following strategies:

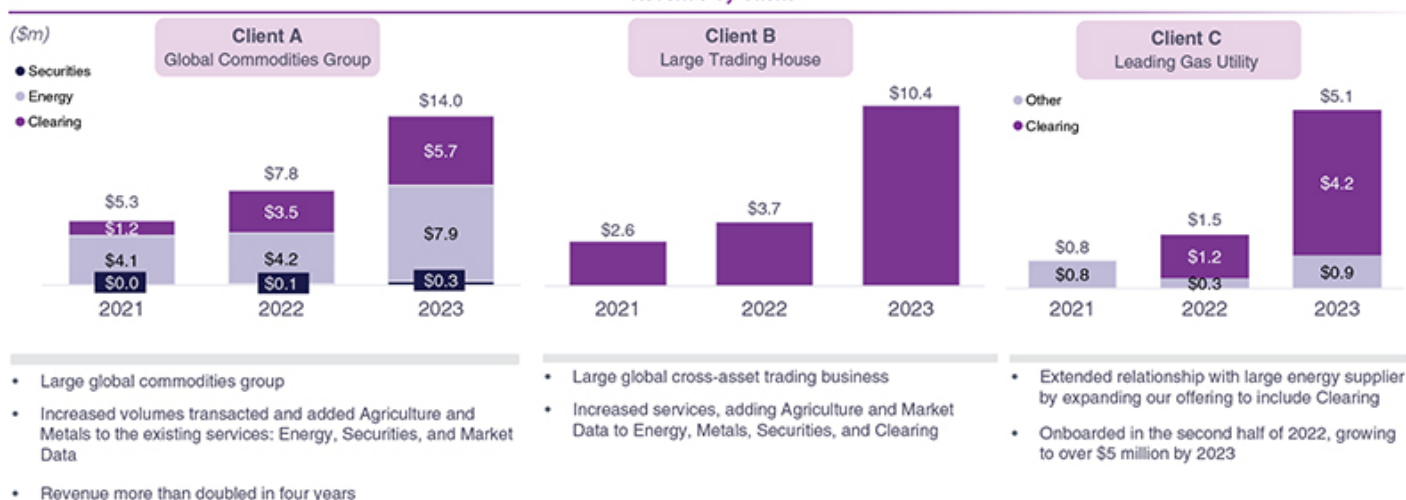
**Growth from Expansion of Client Footprint**

We had over 4,000 active clients on our platform as of December 31, 2023. We have also grown average client assets from less than \$1.0 billion as of December 31, 2018 to approximately \$13.0 billion as of December 31, 2023. A key element of our growth strategy is to leverage our full service offering to deepen our client relationships and increase revenue generated from our new and existing clients. We have a track record of cross-selling additional services to clients, such as introducing clearing or hedging solutions to existing Market Making clients. Our management reviews the revenue generated from our top clients periodically to track progress in this area and believes that this cross-selling has strengthened our client relationships, attracted more assets to our platform and ultimately increased client profitability. For the year ended December 31, 2023, 51% of our clients used more than one of our products, and in the same year, these clients generated, on average, 3.5 times more revenue than those who only used one product. Additionally, from 2018 to 2023, the number of clients generating more than \$1 million in revenue has grown from 43 to 234, which represents 40% growth per annum over the period. We have also grown the size of our relationships with our largest clients by cross-selling and offering new services. Our top 10 largest clients generated \$137 million in commission revenue in 2023, up from \$61 million in 2022 and \$45 million in 2018, as we have been successful in growing our largest client relationships. However, we continue to have relatively low concentration within our revenue, with these clients contributing approximately 10% of our revenue in 2023, as we continue to grow our client base and increase revenue generated from our smaller clients. We believe there is a significant opportunity to cross-sell additional services to existing clients, especially for newer clients.



The client case studies below are a selected sample that demonstrates how certain of our larger clients have used more of our services over the relevant period and therefore deepened their relationship with us. We define “larger clients” as clients who are in our top 100 clients based on revenue.

Revenue by Client



**Extend Geographic Coverage of Our Offering**

As of December 31, 2023, we had more than 35 offices across EMEA, the Americas and APAC and provide connectivity to 58 exchanges globally.

We achieved our extensive global presence through both organic growth and strategic acquisitions, such as our recent acquisition of ED&F Man Capital Markets, which significantly increased our U.S. presence. The acquisition of ED&F Man Capital Markets also significantly increased our clearing capabilities in the United States and increased our client assets, which we were able to successfully monetize in the current higher interest rate environment. More recently, following our acquisition of Cowen’s legacy prime brokerage and outsourced trading business, we expect to further expand and diversify our product offering in financial securities and our U.S. client base.




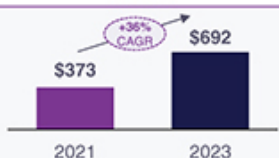
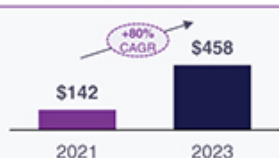
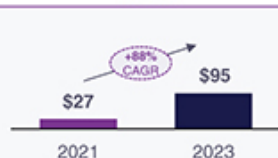
We have identified significant opportunities for growth in the securities and commodities markets in the United States, including developing our prime brokerage, outsourced trading and equity clearing capabilities in the financial securities markets and the potential to issue structured products in the United States. In commodities, we see opportunities to increase our presence in power, recycled and other metals markets and intend to achieve growth in the emissions markets as we support our clients with their sustainability ambitions.

In the broader Americas region, we believe there is a substantial opportunity to expand our presence by increasing our offering in energy and hiring across oil and gas and power products in our Clearing and Agency and Execution businesses.

In APAC, we seek to capitalize on numerous structural growth opportunities, including the globalization of gas, the growth of the petrochemicals market and the opening of Chinese liquefied natural gas imports through our Market Making and Agency and Execution businesses. We are currently expanding our Clearing offering in APAC and recognize that there are significant future growth opportunities in that region. There is also an opportunity to further establish our Hedging and Investment Solutions business in APAC. Specifically, we intend to expand our financial and corporate client base in Southeast Asia, build our presence in Australia, mainland China and Japan, and increase our exchange memberships to expand access for our clients (building on our recent ASX and SGX memberships).

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Following the acquisition of ED&F Man Capital Markets, we also gained access to the markets in the Middle East through ED&F Man Capital Markets' operations in Dubai. We believe there is an opportunity to expand our service offering in energy and financial markets and capitalize on the growth in environmental in this region.

	 <b>EMEA</b>	 <b>Americas</b>	 <b>APAC</b>
<b>Current Scale<sup>1</sup></b> (2021-2023 Revenue \$m)			
<b>% of 2023 Revenue</b>	55%	37%	8%
<b>Key Focus Areas</b>	<ul style="list-style-type: none"> <li>• Build out footprint in the Middle East</li> <li>• Significant opportunities in Energy and Environmentals markets</li> <li>• Extend existing Clearing and Hedging and Investment Solutions capabilities</li> </ul>	<ul style="list-style-type: none"> <li>• Growth in Financial Securities</li> <li>• Fill product coverage gaps in Energy and Commodities</li> </ul>	<ul style="list-style-type: none"> <li>• Growth opportunities in Australia and China</li> <li>• Significant clearing opportunities through our ASX and SGX memberships</li> <li>• Margin improvement opportunity as we build scale</li> </ul>

<sup>1</sup> In presenting geographical information by country (the United Kingdom, the United States and Rest of World), as presented in note 6 of our consolidated financial statements for the year ended December 31, 2023 included elsewhere in this prospectus, revenue is based on the geographic location of the legal entity where the revenue is recorded. In presenting geographical information by region in the above, revenue is based on the geographical location of the desks that generated the revenue.

### Expand Our Product Offering by Adding Adjacent Asset Classes

Historically, we have made several organic and inorganic investments to establish a broad product offering across our different businesses. These investments include the launch of a U.K.-focused equities franchise in Market Making to cover AIM, the London Stock Exchange's growth market, small and mid-cap stocks and investment trusts in 2020. We believe our broad product offering is a competitive advantage.

We intend to further develop our product and asset class coverage and believe there are significant opportunities in Market Making, including expanding into light ends commodities (such as naphtha and gasoline) and developing our equities product set and bulk commodities (such as iron ore) and ferrous metals coverage.

We also believe there are significant opportunities to expand the product offering in our Clearing business in the Americas and grains offering in Europe, expanding the equities derivatives offering and targeting clients that we believe are under-served by banks. There are also opportunities to cross-sell from our Market Making business.

Within the Agency and Execution business, we believe there are opportunities to grow our shipping presence, build on our existing strength in biofuels and carbon credits and to achieve synergies with other business segments.

We believe there is a substantial opportunity to capitalize on environmental trends. As of December 31, 2023, we estimate the total addressable market for sustainable products to be approximately \$475 million per annum, comprised of 35% recycled metals, 58% carbon credits and 7%

biofuels. Furthermore, the recycled metals market is forecast to continue growing at a rate of approximately 8% annually according to Maximize Market Research, and Shell/BCG reports that the carbon credits market is expected to continue growing at an annual rate of approximately 20%. We currently offer: emissions and biofuels and biogas products in all of our core businesses; renewable power in our Clearing, Market Making and Agency and Execution segments; and recycled metals in our Market Making segment. In addition to the environment-related products we currently offer, we believe there is a significant opportunity to develop bespoke “green” contracts, pairing carbon offsets with underlying commodities, as well as other sustainable product sets. Revenue derived from environmental products increased to \$46.7 million for the year ended December 31, 2023 from \$26.7 million and \$22.7 million for the years ended December 31, 2022 and 2021, respectively. We announced in July 2023 that we had acquired GMN, a recycled metals market maker based in Hong Kong. By investing to expand green product coverage, we believe that we are well positioned to support our clients in delivering on their sustainability commitments and transitioning to a low carbon economy.

The acquisition of ED&F Man Capital Markets significantly increased our Clearing capabilities, as well as financial securities, such as equities and fixed income, in Agency and Execution. Furthermore, our acquisition of the brokerage business of OTCex in February 2023 also expanded our capabilities in financial securities, particularly increasing our distribution in equities and fixed income in Europe and the Middle East. In the years ended December 31, 2023 and 2022, financial securities contributed revenue of \$345.4 million and \$100.3 million respectively, up from \$63.4 million in the year ended December 31, 2021. However, we believe there are still meaningful growth opportunities within financial products in the United States, the Middle East and APAC.

### ***Pursue Strategic Acquisitions***

While the majority of our growth in recent periods has been organic, acquisitions have been an important driver of our growth and enhanced our capabilities. M&A has enabled us to enter new markets and provided access to new clients. We will continue to selectively consider financially attractive inorganic opportunities that enhance our strategic positioning and increase our scale.

We believe we have a track record of acquiring businesses at attractive valuations and successfully integrating them. For example, through the acquisition of ED&F Man Capital Markets, which was completed at a 0.8 times discount to book value, we increased our geographic exposure to the U.S. and APAC markets and added over 1,000 new clients. As a result, our client assets increased by 86% to \$14.9 billion as of December 31, 2022 from \$8.0 billion as of June 30, 2022, and the acquisition added to our capabilities within the financial securities markets.

A core tenet of our M&A strategy has been to fully integrate acquisitions. We invest substantial time and resources post-closing to integrate and streamline technology and support infrastructures (including risk and compliance) of an acquired company. We also identify opportunities to cross-sell the expanded set of products and services to our clients. In doing so, we benefit from increased scale, higher operating margins as redundant costs are eliminated, deeper relationships with clients and higher client profitability.

Another key aspect has been strong discipline on valuation. We believe there is a significant opportunity to acquire competitors at attractive valuations, and therefore continued expansion through acquisitions remains a key focus as a means to further diversify by product, asset class and geography.

We have achieved high returns on acquired businesses historically as a function of our disciplined approach to valuation and our ability to grow client relationships of the acquired businesses. Due to cost synergies, these returns can be realized with our existing platform.

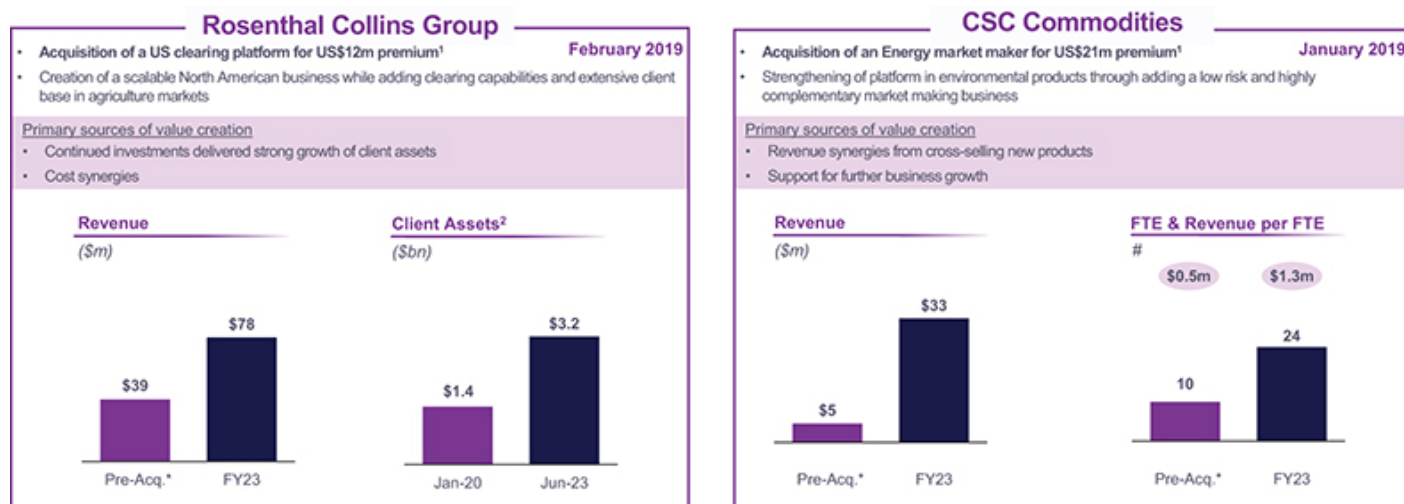
Based on our historical success in integrating acquisitions, we believe that we have become an acquiror of choice, which, combined with large market participants retrenching from the space, has led to a supportive market for smaller bolt-on M&A.

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Our strategic criteria for acquisitions include businesses that enhance our competitive positioning, complement our client proposition or geographic footprint and that have a strong cultural fit and compliance culture. We seek acquisitions on attractive financial terms, targeting payback of premium paid above net asset value (if any) in a reasonable time period. For all of our acquisitions, we strive to achieve an Adjusted Operating Margin of over 20% and a payback period of less than three years. We calculate a “payback period” by taking the premium paid (with “premium” defined as the purchase price paid over the total net asset value at acquisition) divided by the profit after tax we have generated since the completion of the acquisition.

Going forward, we will continue to look for smaller bolt-on acquisitions (which have historically been funded through retained cashflows, while maintaining an attractive dividend policy) at a pace consistent with our historical activity and evaluate larger transformative opportunities if they arise. We will seek to maintain discipline regarding our criteria of adding products, geographies and clients.

Certain information regarding our acquisitions of CSC and RCG is set forth below.



\* Pre-Acquisition figures represent figures for the year ended December 31, 2018, which are based upon information that was prepared in accordance with the International Financial Reporting Standards as adopted by the European Union and in accordance with the requirements of the Companies Act 2006.

- Premium is the purchase price of the acquisition paid over the net asset value of the acquired business.
- Reflects total client assets for respective months.

In December 2023, we acquired Cowen's legacy prime brokerage and outsourced trading business. The acquired operations have been incorporated into the MCMI business in the United States, and we have retained them within the acquired Cowen entity, Cowen International Limited (which is now called Marex Prime Services Limited), in the United Kingdom. The acquisition of Cowen's legacy prime brokerage and outsourced trading business is highly complementary to our existing capabilities in the financial markets, has further expanded our asset manager client base and supports our continued expansion into the United States. We also expect to achieve cost and revenue synergies from cross-selling to a new client base as a result of this acquisition.

While M&A has added growth to our business, it has primarily been a channel for us to complement organic growth by adding clients, product capabilities and geographic coverage.

## Our Principal Services

We provide broking and other essential specialist services to counterparties operating in the major wholesale and exchange-traded commodity markets in the United Kingdom, Europe, North America and certain markets in APAC. Our services are divided into four core businesses: Clearing, Agency and Execution, Market Making and Hedging and Investment Solutions, from which we derived 30%, 44%, 12% and 10%, respectively, of our revenue for the year ended December 31, 2023.

## **Clearing**

We provide clients with execution and clearing services on 58 regulated exchanges worldwide. We offer execution and clearing services in metals (both base and precious), agricultural products (primarily softs, which include cocoa, coffee, grains, livestock and sugar), energy and financial futures and options. Clients have access to voice, electronic and algorithm execution services for trades across all our principal markets.

Our execution and clearing teams are based in London, New York and Chicago. Our execution and clearing activities are primarily concentrated on the LME, CME and the ICE. We are a Ring Dealer and one of nine Category 1 members on the LME, which allows us to trade LME contracts by open outcry in the ring, by telephone and electronically through LME select, to issue client contracts to clients and to clear trades on our own behalf and on behalf of our clients. We act as principal on behalf of our clients and generate revenue through commissions earned on executing and clearing trades. We also generate interest income from client cash balances that we hold. Our Clearing fee pricing is determined on a client-by-client basis, based on factors including creditworthiness, client type and asset class (commodities, for example, have a higher commission rate on average than other asset classes, such as financial securities). We execute certain trades on behalf of other brokers on a "give-up" basis, meaning they are cleared by another exchange member.

We are required to post margins with exchanges and Clearing Houses. As a result, we require clients to provide margin deposits to cover initial and variation margins. We determine these margins based on the "position limit" for the relevant client, which represents the maximum exposure that a client can take. To facilitate on-exchange transactions, we grant margin credit facilities to selected clients for both initial and variation margins, particularly in our metals and agriculture businesses. Many clients are required to post collateral to secure credit, usually in the form of cash, cash equivalents or, on occasion, metal warrants. This collateral is posted to a separate, standalone account and cannot be used to fund trading. To help us manage potential credit risks, all client credit lines are uncommitted and can be cancelled at short notice. We also conduct daily margin calls.

The margin credit facilities offered in the metals market, where such facilities are a traditional part of the broker-client relationship, represent the majority of the margin credit facilities that we grant. For the year ended December 31, 2023, these facilities accounted for 51% of our overall portfolio. The margin credit lines offered to the agricultural products markets accounted for 11% of our credit portfolio for the same period. We also engage in the limited financing of metal warrants inventory, offering a service in sourcing specific LME registered brands in official LME warehouses.

In 2019, we launched Marex Clearing Services to consolidate and advance our existing clearing offerings. Marex Clearing Services caters exclusively to the wholesale market, predominantly providing services to groups of traders. Marex Clearing Services' activities are concentrated in interest rate and stock index futures and options products traded on the ICE, the London International Financial Futures and Options Exchange and Eurex, the European derivatives exchange. Our Neon client portal complements our Clearing capabilities with near real-time updates on transactions and exposures, which we believe allows our clients to efficiently manage their accounts and risk.

Within Clearing, for the year ended December 31, 2023, we paid net interest income on approximately 60% of our client balances to our clients, typically retaining 100 to 120 basis points of the NII. For approximately 40% of our client balances, we retain the majority of the net interest income earned.

For the years ended December 31, 2023, 2022 and 2021, we cleared 856 million, 248 million and 193 million contracts, respectively. Our Clearing business had a front-office headcount of 275, 260 and 171 FTEs and held an average of \$13.0 billion, \$9.5 billion and \$5.0 billion of funds for clients for the

years ended December 31, 2023, 2022 and 2021, respectively. We had over 3,000 active clients in our Clearing business for the year ended December 31, 2023. Our Clearing business generated \$373.6 million, \$200.0 million and \$119.9 million of our revenue for the years ended December 31, 2023, 2022 and 2021, respectively, representing 30%, 28% and 22% of our total revenue for the same periods. Our Clearing business generated Adjusted Operating Profit of \$185.0 million, \$77.5 million and \$38.1 million for the same periods, respectively, and an Adjusted Operating Profit Margin of 50%, 39% and 32% for the same periods, respectively.

We expect to integrate our commercial and operational Clearing capabilities in Europe with the United States. We also intend to expand our operations and exchange memberships in APAC and Latin America.

### **Agency and Execution**

Our Agency and Execution business provides essential liquidity and execution services to our clients, primarily in the financial securities and energy division. We utilize market connectivity to match buyers and sellers on an agency basis to facilitate price discovery and to enable buyers and sellers to transact directly. We also provide execution services, where we execute transactions on a regulated exchange on behalf of our clients and then pass the transaction to the relevant counterparty or clearing house to settle. Our clients can trade with us through multiple channels, including voice, electronic and algorithmic, across all of our principal markets.

For the years ended December 31, 2023, 2022 and 2021, our Agency and Execution business had a front-office headcount of 677, 417 and 336 FTEs, respectively. Our Agency and Execution business generated \$541.5 million, \$230.7 million and \$191.6 million in revenue for the years ended December 31, 2023, 2022 and 2021, respectively, representing 44%, 32% and 35% of our total revenue for the same periods. Our Agency and Execution business generated Adjusted Operating Profit of \$71.9 million, \$23.4 million and \$24.0 million for the same periods, respectively, and an Adjusted Operating Profit Margin of 13%, 10% and 13% for the same periods, respectively.

### **Financial securities**

We offer liquidity and execution services for financial securities through 38 trading desks that cover products including foreign exchange, equities, fixed income and other offerings businesses, as of December 31, 2023. The division also consolidates certain businesses that we have acquired over recent years, including XFA, Volatility Performance Fund S.A. ("Volatility"), Volcap Trading Partners Ltd ("Volcap"), certain desks within MCMI, the brokerage business of OTCex and the prime brokerage business, and organically developed businesses such as our Interest Rates Swaps ("IR Swaps"), Cash Equity, Equity Derivatives and Bank Facilitation desks.

In financial securities markets, we mostly operate on a matched principal basis, whereby we enter into simultaneous transactions with both a buyer and seller in such a manner that minimizes our market risk exposure under each side of the transaction, generating revenue through either a spread between buying and selling prices or commission. Our financial securities offering comprises the below product lines:

- **Equities:** Our Equities product line deals in equities on behalf of its clients in mostly the EMEA, U.S. and APAC markets, with an increasing presence in emerging markets, and offers price discovery and trade execution services alongside a growing market intelligence offering. As of December 31, 2023, we estimate the serviceable addressable market for Equities to be \$2.5 billion per annum and that we have a 6% market share based on our volumes compared to total market volumes (based on publicly available data and management estimates).

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- **Credit**: Through our Credit product line, we both offer liquidity sourcing for investment and sub-investment grade corporate and government debt on a matched principal broking basis and enable our clients to access transaction-based liquidity through letters of credit or similar arrangements. The Credit product line also encompasses our Volcap desk, which acts as a distributor of structured products (including those issued by Marex Financial and Marex Group plc to clients looking for capital protection guaranteed yields and hedging strategies). As of December 31, 2023, we estimate the serviceable addressable market for Credit to be \$6.1 billion per annum and that we have a 1% market share based on our volumes compared to total market volumes (based on publicly available data and management estimates).
- **Rates**: Our Rates product line comprises our IR Swaps desk, which provides clients with access to market liquidity and execution services for single currency IR Swaps that are then cleared through a Clearing House, and then executed by a financial futures and options brokerage, which provides specialist execution and liquidity sourcing services in primarily interest rate and fixed income products listed on global derivative exchanges. As of December 31, 2023, we estimate the serviceable addressable market for Rates to be \$7.6 billion per annum and that we have less than 1% market share based on our volumes compared to total market volumes (based on publicly available data and management estimates).
- **Foreign Exchange**: Our Foreign Exchange (“FX”) product line offers access to both OTC FX derivatives through a range of bank pricing relationships and listed FX derivatives, with broking desks based in the United Kingdom and the United States. As of December 31, 2023, we estimate the serviceable addressable market for FX to be \$4.8 billion per annum and that we have a less than 1% market share based on our volumes compared to total market volumes (based on publicly available data and management estimates).
- **Prime Brokerage Services**: Our Prime Services product line provides institutional prime broker solutions, including trade execution custody and clearing services, capital introduction, portfolio financing, securities lending, consulting services and outsourced trading services, to help emerging and established investment managers to build and grow their businesses. As of December 31, 2023, we estimate the serviceable addressable market for Prime Brokerage Services to be \$3.2 billion per annum and that we have a less than 1% market share based on our volumes compared to total market volumes (based on publicly available data and management estimates).

As of December 31, 2023, our financial securities division had 478 front-office FTEs and approximately 1,130 clients generating more than \$1,000 per annum as of the same date. Our financial securities business is headquartered in London with offices globally, including in EMEA (Paris, Tel Aviv and the Dubai International Financial Center (“DIFC”)), the United States (New York, Chicago and Miami) and APAC (Singapore, Hong Kong and Sydney).

We intend to continue optimizing recent acquisitions, develop a global FX offering and build out our capabilities in APAC markets. We also plan to explore opportunities in equity derivatives and outsourced trading and execution services.

### *Energy*

Our Energy division is comprised of our traditional wholesale energy brokerage business and matches buyers and sellers in the OTC energy market.

We operate as an agent for our clients, leveraging our extensive knowledge of the energy sector and our relationships with clients to arrange trades in OTC energy products and add value through multi-leg, multi-product and multi-class transactions. We cover energy asset classes in all major



markets and have a leading market share in many products, which allows us to access deep liquidity for our clients.

We offer Energy services across the below principal products through 36 trading desks as of December 31, 2023:

- *Oil*: Fuel oil financial products, light ends (such as liquefied petroleum gas and naphtha financial products), physical oil products, gasoline financial products, mid-distillates financial products, crude futures, crude options, OTC crude and physical crude.
- *Power and gas*: Power, natural gas, liquid natural gas futures, OTC crude, physical crude, renewables and petrochemicals.
- *Shipping and freight*: Physical wet freight.

Our Energy division generates revenue through commissions from arranging trades and through the sale of OTC energy market data. Unlike our Clearing business, our Energy business does not require the use of credit lines.

As of December 31, 2023, our Energy division had 175 front-office FTEs and approximately 1,200 clients generating more than \$1,000 per annum as of the same date. Our Energy division is based in London, with increasingly significant operations in New York and Singapore, as well as offices in Bruchköbel, Houston, Calgary and Dublin.

We intend to develop our distribution capabilities in EMEA and explore opportunities in dry freight broking and the environmentals market, including carbon credits and biofuels.

### **Market Making**

We provide Market Making services across major commodities markets for metals, agricultural products and energy and in securities markets, trading a total of 47 asset classes as of December 31, 2023. As of December 31, 2023, we had 99 front-office FTEs in our Market Making business. Our significant scale and broad market connectivity enable us to provide competitive prices on a principal basis in a wide variety of energy and commodity markets, which differentiates our business from many of our peers. We believe that our Market Making activities are principally concentrated on three key global exchanges: the LME, the CME and ICE.

We offer Market Making services across four principal markets:

- in the metals markets, which contributed \$69.3 million, \$88.7 million and \$68.8 million for the years ended December 31, 2023, 2022 and 2021, respectively, to our Market Making revenue. Our products include base, precious and ferrous metals;
- in the agricultural markets, which contributed \$27.5 million, \$20.3 million and \$35.9 million for the years ended December 31, 2023, 2022 and 2021, respectively, to our Market Making revenue. Our products include coffee, cocoa, wheat, rapeseed, sugar and corn. Our RCG division also has particular expertise in grains and livestock;
- in the energy markets, which contributed \$31.6 million, \$52.1 million and \$25.8 million for the years ended December 31, 2023, 2022 and 2021, respectively, to our Market Making revenue. Our products include Canadian crude, coal, middle distillates, fuel oil, gasoline, heating oil, naphtha, diesel, natural gas, power and renewables; and
- in the securities markets, which contributed \$25.6 million, \$11.5 million and \$10.5 million for the years ended December 31, 2023, 2022 and 2021, respectively, to our Market Making revenue. Our products include small cap equities and equity volatility products.

Our Market Making Adjusted Operating Profit was \$33.3 million, \$66.5 million and \$52.2 million for the years ended December 31, 2023, 2022 and 2021, respectively.

We act as principal on Market Making transactions by buying and selling commodities and securities on an exchange for our own account, which increases liquidity in the relevant market. We believe we incur limited market risk from taking positions during our Market Making activities, as we do not take directional positions. The clients we serve in our Market Making business are categorized as producers and refiners (such as Codelco, Zijin, Cooxupe, Cepsa, Glencore, Gasum and ElectroRoute), consumers (such as Wendy's, Nestle, Nordon and Energie260), Banks (such as Goldman Sachs, BNP Paribas and RWE), and trading firms and asset managers (such as BlackRock, Wellington Management, Glencore and Shell Energy). We generally hold positions for a short period, typically on an intraday or overnight basis, and conservatively manage risk limits as evidenced by our relatively low VaR of approximately \$2.5 million, \$2 million and \$1.5 million for the years ended December 31, 2023, 2022 and 2021, respectively. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Quantitative and Qualitative Disclosures of Market Risks—Market Risk—Value-at-risk*" for further information on how we calculate VaR.

Other key tools in place for risk mitigation include sensitivity limits, concentration limits, stress testing limits and additional non-limit control measures. Furthermore, the Market Making business is positively levered to market volatility, which causes both trading volumes to increase and bid-ask spreads we capture to widen. We believe our prudent risk management approach enables us to achieve greater consistency in our profitability. For the year ended December 31, 2023, Market Making trading was profitable 88% of days, 100% of weeks and 100% of months, for 2022, Market Making trading was profitable 84% of days, 96% of weeks and 100% of months and for 2021, Market Making trading was profitable 82% of days, 92% of weeks and 100% of months.

Due to our strong capabilities in the Market Making business, we believe we are well positioned to pursue opportunities to make new markets. We intend to enhance the coverage and connectivity of our renewables product offering and expand our Market Making capabilities in financial securities. In particular, in the metals markets, we intend to expand our EMEA client base, increase market share in non-core markets such as iron ore, steel and U.S. scrap metals, explore opportunities in battery metals markets and increase client activity on our Neon platform. In agricultural markets, our growth initiatives are focused on environmental and fertilizers. In energy markets, we intend to build out our EMEA client base and explore opportunities in U.S. energy listed options, U.S. regional power markets and physical crude oil.

As of December 31, 2023, 2022 and 2021, our Market Making business had a headcount of 99, 93 and 70 FTEs, respectively. Market Making generated \$153.9 million, \$172.6 million and \$141.0 million of our revenue for the years ended December 31, 2023, 2022 and 2021, respectively, representing 12%, 24% and 26% of our total revenue for the same periods, respectively. Our Market Making business generated Adjusted Operating Profit of \$33.3 million, \$66.5 million, \$52.2 million for the same periods, respectively, and an Adjusted Operating Profit Margin of 22%, 39% and 37% for the same periods, respectively.

### **Hedging and Investment Solutions**

Through the Hedging Solutions division of our Hedging and Investment Solutions business, we provide our clients with OTC traded hedging and customized OTC derivatives solutions. We generate revenue from our Hedging and Investment Solutions business by building a return into the pricing of the product. Our commodity hedging solutions allow producers and consumers of commodities to hedge their exposure to movements in energy and commodity prices, as well as exchange rates, across a variety of different time horizons.

In 2017, we launched the Marex Solutions division to provide clients with bespoke cross-asset hedging solutions that are tailored to clients' specific hedging requirements. We established Marex Solutions to meet a specific client demand in a large and underserved market, addressing clients that are often too small for investment banks and serving them at a lower cost than competitors by extensively

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leveraging technology. In 2019, we launched our Financial Products division, which provides clients with a customizable investment solutions platform, allowing investors to price and create tailor-made products. Both Marex Solutions and our Financial Products division are now part of our Hedging and Investment Solutions segment, which offers global support through “24-5” trading hubs.

Where a client’s requirements go beyond the solutions offered by exchange listed products, our Hedging and Investment Solutions business creates a tailored derivatives solution through customized OTC derivatives with the objective of matching the client’s needs. The segment comprises two key divisions:

- Hedging Solutions, which contributed \$62.0 million to Hedging and Investment Solutions revenue for the year ended December 31, 2023, provides clients with risk management solutions across commodity markets; and
- Financial Products, which contributed \$66.1 million to Hedging and Investment Solutions revenue for the year ended December 31, 2023, provides clients with structured investment products through our structured notes business.

Hedging and Investment Solutions is a client-driven business that takes little directional exposure through continuous dynamic portfolio hedging. Hedging and risk management are centralized functions in which we employ prudent risk management and aim to deliver consistent profitability. Our other key tools for risk mitigation include sensitivity limits, concentration limits, stress testing limits and non-limit control measures. For the year ended December 31, 2023, Hedging and Investment Solutions was profitable 84% of days, 94% of weeks and 100% of months.

Our Hedging and Investment Solutions business is headquartered in London, with 12 additional offices in 5 continents and served 885, 580 and 388 clients in the years ended December 31, 2023, 2022 and 2021, respectively. As of December 31, 2023, 2022 and 2021, our Hedging and Investment Solutions business had an FTE of 144, 97 and 71 employees, respectively. Our Hedging and Investment Solutions generated \$128.1 million, \$100.0 million and \$88.8 million of our revenue for the years ended December 31, 2023, 2022 and 2021, respectively, representing 10%, 14% and 16% of our total revenue for the same periods, respectively. Our Hedging and Investment Solutions generated \$33.8 million, \$27.8 million and \$31.8 million of Adjusted Operating Profit for the years ended December 31, 2023, 2022 and 2021, respectively, and an Adjusted Operating Profit Margin of 26%, 28% and 36% for the same periods, respectively.

We intend to further build out the distribution network for our Hedging and Investment Solutions business in the United States, Brazil and APAC and explore opportunities in the environmentals market, including carbon credits. We also plan to continue to invest in our derivatives engine and client portal to further enhance our competitive advantage.

### *Hedging Solutions*

The Hedging Solutions business provides our clients with tailored risk management solutions across a spectrum of commodity markets, including agriculture (including grains, softs, forestry and dairy), metals, energy (including biofuels) and currency markets. Clients include trading houses, producers and consumers as well as banks and distributors.

Hedging Solutions organizes tailored hedging solutions into four primary categories:

- ***Participation:*** Participation products allow clients to participate one-to-one in the underlying market, either in the underlying contract currency or in the local currency.
- ***Protection:*** Protection products allow clients to mitigate against adverse or unexpected market moves that could otherwise damage the business.

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- ***Price Improvement:*** Price improvement products enable clients to achieve a better sale price compared to the market price, in exchange for less certainty in volume executed.
- ***Range Extraction:*** Range extraction products extract value from range bound markets. These can be tailored to give more appropriate risk profiles than listed alternatives.

The Hedging Solutions division offers some margin forgiveness to most clients for a pre-agreed amount of their margin call. As a result, the Hedging Solutions division assumes a degree of credit risk for its clients to the extent of such agreed amount. We also extend credit lines to select clients for variation margin payments. Given the increased risk to our business, variation margin credit is subject to additional limits, including the capping of credit offered in specific geographies. As part of our risk management strategy, OTC exposures are hedged through a combination of exchange traded derivatives and OTC trades with top-tier investment banks.

In our Hedging Solutions business, we utilize the Agile technology platform for white label clients. This enables us to convert transaction revenue into a regular income stream. We are also developing an API solution for integration of pre- and post-trade systems. The Hedging Solutions division had 523, 358 and 254 clients in the years ended December 31, 2023, 2022 and 2021, respectively.

### *Financial Products*

We launched Financial Products, our structured notes business, in 2018. The Financial Products division had 362, 222 and 134 clients in the years ended December 31, 2023, 2022, and 2021, respectively. These clients, include private banks, independent asset managers, pension funds and corporates such as Bondpartners SA, Bank J. Safra Sarasin, Julius Baer and Union Bancaire Privée. The structured notes business provides our clients with Structured Notes and represents a way to diversify our sources of funding and to reduce the utilization of our Credit Facilities.

The structured notes business allows investors to build their own Structured Notes across numerous asset classes, including commodities, equities, foreign exchange and fixed income products. Our regulated subsidiary Marex Financial is the legal entity through which we conduct the structured notes business and Marex Group plc and Marex Financial are both issuers under our Structured Notes Program. Marex Financial is rated BBB by S&P, and Marex is rated BBB– (outlook stable) by S&P and BBB by Fitch. For further information, see “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Debt Programs – Financial Products Programs.*”

We organize our investment solutions into four primary categories:

- ***Participation:*** Clients invest in a single security that provides access to the performance of a selected underlying asset or assets, which can be actively managed by the client over time.
- ***Capital Protected:*** Low risk solutions that provide investors with their principal investment back plus the growth of a chosen underlying asset at maturity.
- ***Yield Enhancement:*** In a low interest environment, clients receive a relatively large coupon if the market remains flat or rallies but risk some capital if the market falls beyond a certain level.
- ***Leverage:*** Investors receive full participation in the upside and downside of the chosen underlying asset without providing the full cash value of the underlying asset.

We offer a diverse portfolio of Structured Notes, including auto-callable, fixed, stability and capital-linked notes, with varied terms across numerous asset classes. Marex Group plc and Marex Financial act as the “manufacturers” of the Structured Notes. The notes are distributed to investors

through a network of distributors. The Structured Notes are settled through the Clearstream clearing system to investors who purchase and hold the structured notes through their custodian bank. Some of the Structured Notes issued by Marex Financial are listed on the Vienna MTF, a multilateral trading facility operated by the Vienna Stock Exchange.

In addition, we provide liquidity in the secondary market for our Structured Notes. As part of our risk management strategy, the Structured Notes are hedged through a combination of exchange traded derivatives and OTC trades with top-tier investment banks. Marex Financial also operates an alternative structured notes program, the Tier 2 Program, which, due to the long-dated term of the structured notes issued thereunder, enables the Tier 2 Notes to qualify as Tier 2 capital for the purposes of our regulatory capital requirements.

We had \$1,850.4 million of debt securities in issue as of December 31, 2023, issued under the Structured Notes Program and Public Offer Program, which included \$7.4 million of structured notes issued under our Tier 2 Program. See “*Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Debt Programs.*”

## **Our Principal Markets**

### **EMEA**

We are headquartered in London, with offices in Paris, Versailles, Dublin, Milan, Bruchköbel, Amsterdam, Rotterdam, Lisbon, Madrid, the DIFC and Tel Aviv. We had 567, 403 and 337 front-office employees (excluding contractors and consultants) in Europe as of December 31, 2023, 2022 and 2021, respectively, with 435, 360 and 298 of these front-office employees based at our head office in London as of the same periods.

### **Americas**

We have offices in New York, Chicago, Houston, Stamford, Miami, San Francisco, Des Moines, Clark, Saint Louis Park, Red Bank, Richmond, Schaumburg, Calgary Montreal and Campinas. Our North American energy business is based in our Houston office, our agricultural business is based in Chicago and our New York office focuses on our financial products. The number of front-office employees (excluding contractors and consultants) in North America was 437, 373 and 256 as of December 31, 2023, 2022 and 2021, respectively.

### **APAC**

We have offices in Hong Kong, Singapore, Sydney, Melbourne and Brisbane. In addition to clients served by our Asia desks, our European and North American offices have a growing base of clients located in Asia that are principally served by our London and New York desks. The number of front-office employees (excluding contractors and consultants) in APAC was 117, 70 and 50 as of December 31, 2023, 2022 and 2021, respectively.

## **Our Clients**

We are able to directly serve and intermediate a broad range of clients unlike other service providers in the inter-dealer brokerage industry where end-client relationships are largely dominated by banks. Our clients include large blue chip commodity producers, consumers and merchants, brokers, trading houses, asset managers, international banks, commodity trading advisors and hedge funds.

Over the years, our client base has shifted away from traditional commodity producers and consumers to reflect a more diverse mix of market participants, including U.S. asset managers, banks

and brokers, particularly in our agriculture and metals businesses. We believe this transition is largely the result of changing market dynamics, including a reduction in the number of institutions that provide commodity broking services. Our client base includes:

- *Commodity producers, consumers and merchants:* We serve a range of commodity producers, consumers and merchants, whose participation in our market is a core part of their businesses. These businesses are often active in commodities trading and hedging regardless of market conditions. Select representative clients include BP, Centrica, Glencore, RWE, Shell, Total, Trafigura and Vitol. These types of clients comprised 45% and 50% of our commission revenue (excluding net interest income and certain trading revenue where we trade as principal) in the years ended December 31, 2023 and 2022, respectively.
- *Asset managers and other market participants:* We serve numerous asset managers, market makers, hedge funds and other market participants, including Citadel, J. Safra Sarasin, Union Bancaire Privée and Vontobel. These types of clients comprised 37% of our commission revenue (excluding net interest income and certain trading revenue where we trade as principal) in the years ended December 31, 2023 and 2022.
- *Large commercial investment banks:* We serve numerous financial institutions and “money managers,” including commercial and investment banks, such as BNP Paribas, Citi, Goldman Sachs, J.P. Morgan, Macquarie and Morgan Stanley. These types of clients comprised 19% and 13% of our commission revenue (excluding net interest income and certain trading revenue where we trade as principal) in the years ended December 31, 2023 and 2022, respectively.

In the year ended December 31, 2023, we had an active client base of more than 4,000 clients worldwide, with average client assets of approximately \$13.0 billion. We are continuing to strengthen our relationships with our client base, with revenue generated by our largest clients increasing, while at the same time, our overall client concentration is decreasing as a result of the growth in our client base. The number of clients from whom we received more than \$1 million of net commissions was 234 clients in 2023, 82 clients in 2022 and 67 clients in 2021, up from 43 clients in 2018. In addition, the net commissions generated by our top 10 clients was \$137 million in 2023 and \$61 million in 2022, up from \$45 million in 2018. Net commissions from our top 10 clients as a percentage of our total revenue was 10% in 2023.

### **Our Strategic Acquisitions**

We have made several strategic acquisitions in recent years to enhance our geographic coverage and diversify our products and services. These acquisitions represent an important growth driver for our business and continue to be a core aspect of our growth strategy.

We fully integrate acquisitions into the Marex platform to leverage shared infrastructure and existing client relationships. We believe we have a successful track record of delivering revenue and cost synergies in connection with the integration of our acquisitions. We have experienced average growth in revenue of approximately 38% and average growth in profitability by more than 100% in the first year post-acquisition for each acquisition based on comparing revenue and Adjusted Operating Profit for the twelve months pre-acquisition to the twelve months post-acquisition with respect to eleven acquisitions that were completed between January 2019 and February 2023. This also reflects weighted averages for revenue and Adjusted Operating Profit.

We believe the high degree of fragmentation in the global commodity broker market, characterized by increasing barriers to entry including higher operating, technology and regulatory compliance costs, provides an attractive backdrop for our business to make further strategic acquisitions.

The following summarizes our recent material M&A activity.

***CSC Commodities UK Limited***

In January 2019, we acquired CSC for a \$21 million premium (with “premium” defined as the purchase price paid over the total net asset value at acquisition). CSC is a London-based oil trading team specializing in on-exchange commodity derivatives, market making and trading oil-related derivatives across the barrel, from crude oil to fuel oil, distillates and light ends, alongside freight, natural gas and agricultural markets. Through the acquisition of CSC, we expanded our Market Making services into the energy sector and created additional value through cross-selling new products. Since we completed the acquisition, CSC has continued to operate under its existing brand name, and its entire infrastructure was integrated into our broader organization. CSC generated \$33.4 million and \$52.1 million in revenue and \$6.7 million and \$16.4 million in profit before tax, respectively, for the years ended December 31, 2023 and 2022.

***Rosenthal Collins Group LLC***

In February 2019, we acquired the trade and assets of RCG for a \$12 million premium. RCG is a regulated FCM based in Chicago, offering trade, execution, clearing, brokerage, managed futures and a range of electronic trading services. RCG operates in a variety of commodities markets, including agriculture, currencies, energy, metals and stock indexes.

Through the acquisition of RCG, we enhanced our footprint in North America, expanded our Clearing business and augmented our product offering, particularly in our agriculture business. Further, this acquisition delivered value through cost synergies and continued investments delivering client asset growth. RCG generated \$77.7 million and \$58.5 million in revenue and \$33.2 million and \$11.8 million in profit before tax, respectively, for the years ended December 31, 2023 and 2022.

***Tangent Trading Ltd.***

In March 2020, we acquired Tangent Trading, a London-based scrap metals trading firm. This acquisition enhanced the offerings of our global metals franchise and extended our strategy of developing our sustainable commodities business, which we think will be important in capturing the growth in environmentally sustainable products.

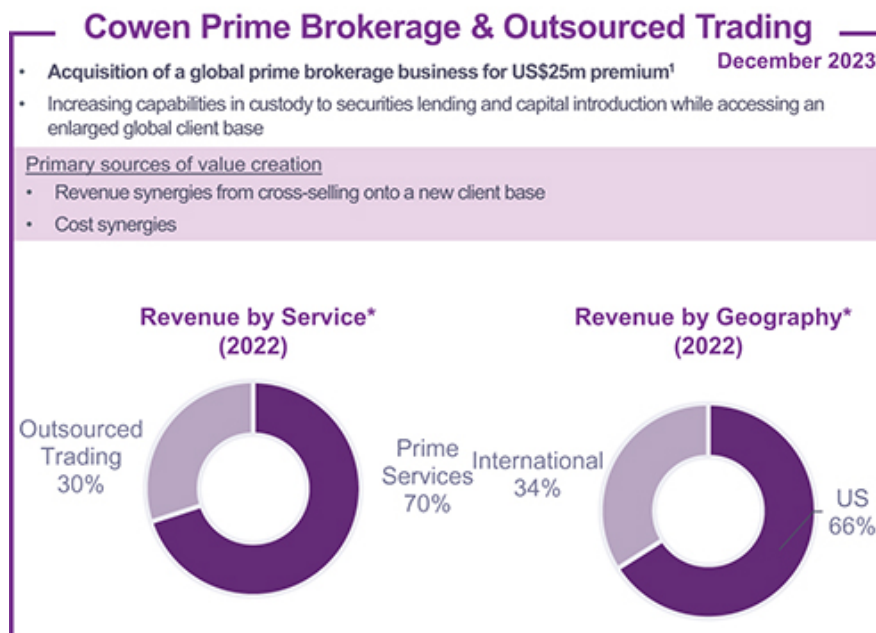
***X-Change Financial Access, LLC***

In November 2020, we acquired XFA. XFA is a Chicago-based exchange traded derivatives execution broker specializing in benchmark global products, including S&P and VIX options, futures and futures options. Through the acquisition of XFA, we further enhanced our expansion into North America and expanded our Clearing business.

***ED&F Man Capital Markets***

In August 2022, Marex and Marex Financial agreed to acquire the global businesses of ED&F Man Capital Markets for \$233.6 million, which was a negative premium. Through the acquisition of ED&F Man Capital Markets, we expanded our client offering in the Clearing business, added to our metal franchise and enhanced our growing businesses in fixed income and equities. This acquisition added over 400 employees and over 1,000 new clients to our platform, as well as increased our capabilities in financial securities markets, including broker-dealer operations. For the year ended December 31, 2023, the acquired business generated \$284.0 million in revenue compared with

\$274.8 million in the twelve months prior to acquisition (as prepared under U.S. generally accepted accounting principles prior to consolidation into our group).



\* All figures presented are for the period from September 2021 to August 2022, which are based upon information that was prepared in accordance with U.S. generally accepted accounting principles.

<sup>1</sup> Premium is the purchase price of the acquisition paid over the net asset value of the acquired business.

The acquisition also extended our geographic footprint in Dubai and APAC and helped to further solidify our franchise in the United States.

In the course of the acquisition, we identified several operational and financial synergies between our existing U.S. clearing and execution broker, MNA, and MCMI, the U.S. business of ED&F Man Capital Markets. These synergies led us to integrate the two businesses through the sale of MNA’s assets, clients and employees to MCMI. This integration was effective as of July 15, 2023. Following the integration, on January 3, 2024, MNA was sold to a third-party purchaser. To date, we have recognized annualized cost synergies of approximately \$15 million from this acquisition, which is based on the comparison of annualized costs of our Corporate segment for the first eight months of the year ended December 31, 2023 compared to the first eight months of the year ended December 31, 2022 (before the acquisition).

The acquisition involved staggered completions, with completion of the acquisitions of the U.K. business in October 2022, the Australian business in November 2022, the U.S. and Dubai businesses in December 2022 and the Hong Kong business in February 2023.

**OTCex/HPC**

In February 2023, we completed the acquisition of the brokerage business of OTCex. This involved the acquisition of HPC SA (since renamed Marex SA), a French financial services company specializing in brokerage services in equity, derivatives and interest rate markets, as well as its subsidiaries and branches in France, the United Kingdom, Portugal, Italy and the United Arab Emirates. This acquisition included other subsidiaries of OTCex, including OTCex LLC based in New York, OTCex Asia based in Singapore, OTCex Israel based in Tel Aviv and OTCex Hong Kong Limited based in Hong Kong. Completion of the transaction occurred after we received regulatory approvals



from local regulatory authorities in four jurisdictions: France, the United Kingdom, the United States and Hong Kong.

Our acquisition of the brokerage business of OTCex business strengthened our capabilities in equities, structured products, fixed income and commodities and further established our presence in Europe.

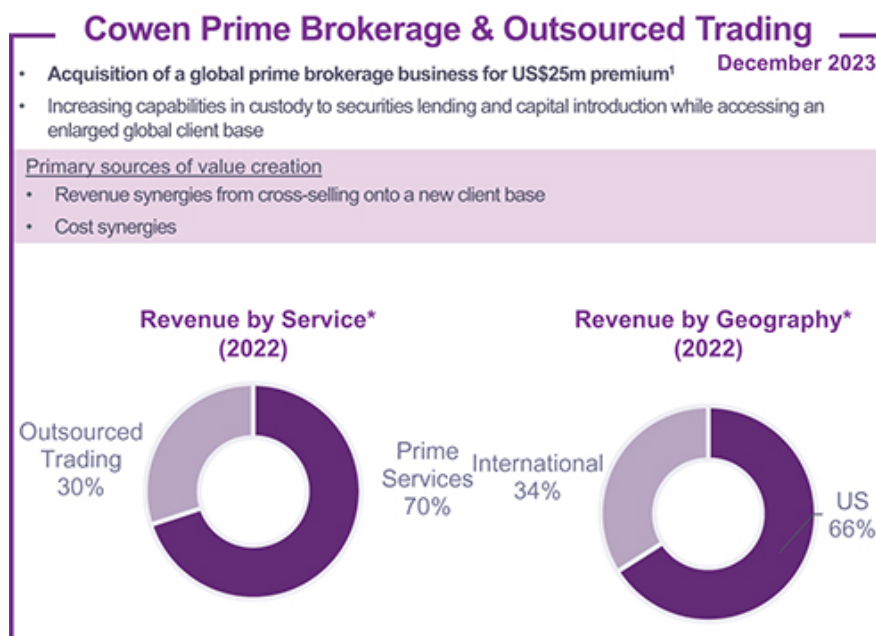
### Cowen

In December 2023, we acquired Cowen's legacy prime brokerage and outsourced trading business for a \$25 million premium. The business offers a full range of services including multi-asset-class custody, high and low touch execution, financing solutions, security lending and related technology solutions and capital introduction. The acquired operations have been incorporated into the MCM business and rebranded as Marex Prime Services and Marex Outsourced Trading.

In the year ended December 31, 2022, the business earned approximately 30% of its revenue from outsourced trading operations and approximately 70% from prime services. In 2022, the business earned 66% of its revenue in the United States and 34% internationally.

This acquisition has been incorporated into to our existing capabilities in the financial markets and expanded our client base with the addition of mid-sized asset managers. It has also increased our capabilities in custody to securities lending and capital introduction, while accessing a larger global client base. It also further expands upon the capabilities acquired during the acquisition of ED&F Man Capital Markets in 2022 and supports our continued expansion into the United States.

We aim to achieve cost and revenue synergies from cross-selling to a new client base as a result of this acquisition.



1. Premium is the purchase price of the acquisition paid over the net asset value of the acquired business.

### Information Technology

We have developed and continue to develop client-centric proprietary technology, which we believe enables us to deliver innovative solutions to our clients and create a scalable operating

environment across our business and enables the efficient integration of our acquired businesses. We deploy numerous computer and communications systems and networks to operate our broking business, including front-end broking platforms available to clients and brokers to disseminate information, provide analytics and collect and manage orders, alongside our back-office infrastructure.

Our operating platforms are supported by third-party platforms, including modern cloud-based solution providers. These third-party providers help us to ensure that our technology is reliable, scalable and provide a seamless client experience. Cloud services help us accelerate our product development by ensuring that we can leverage existing technology and that we can bolt on additional services where applicable. This enables us to focus our development efforts on the platforms that differentiate our offerings and reduce our time-to-market.

At the core of our technology offering are Neon and Agile, our proprietary front-end broking platforms.

### **Neon**

We launched Neon, our trading, risk and data platform, in 2020. Neon provides traders with direct access to global commodity and financial exchanges, enables clients to manage their risk, including through the application of risk management methodologies, and provides access to market data. Neon can be accessed by multiple channels including via desktop and mobile. The number of Neon users was approximately 16,000, 10,000, 8,000, 2,000 and 1,000 for the years ended December 31, 2023, 2022, 2021, 2020 and 2019, respectively. We calculate the number of users based on the number of subscribers that accessed the platform during each respective year.

Neon's applications are summarized below:

- **Neon Insights**: Research, commentary and insights across energy, metals, agricultural and financial markets.
- **Neon Energy**: Fully customizable, real-time view of our highly liquid energy markets.
- **Neon Metals**: Access to our liquidity in base metals, from adjusting 3M positions to trading spreads.
- **Neon Crude**: Real-time crude trading platform, allowing users to view and trade bids for the Canadian crude market.
- **Neon Trader**: Real-time exchange trading with access to multiple global futures and options markets.
- **Neon Risk**: Comprehensive post trade risk management, allowing users to manage risk effectively with real-time P&L at instrument, account, trading group or firm level.

### **Agile**

Agile is our full-service commodity broking platform that allows clients to manage their OTC hedging portfolio electronically. Our Agile platform aims to provide clients with full transparency and control through the hedging life cycle. Through Agile, clients can explore new trade ideas in real time, monitor and analyze their hedging portfolio and access up-to-date market data and pricing information.

## **Sales and Marketing**

Sales and marketing is mostly conducted through our front-office employees, who aim to enhance the services that we provide to our clients in both existing and new products. Our front-office teams are

also significantly involved in marketing initiatives targeting new clients, supported by product and business development teams who create service- and product-specific information about our offerings. As part of this process, we may analyze existing levels of business within our four core businesses to identify potential areas of growth and opportunities to cross-sell our varied product and service offerings.

Corporate publications, which provide information about our activities and specific services and offerings, are produced through our Corporate Affairs team. Using a variety of direct marketing, sales initiatives and marketing campaigns, our Corporate Affairs team is primarily responsible for building on and enhancing our brand and growing our global footprint by raising awareness of our products and services.

### **Competition**

Our markets are large, fragmented and characterized by high barriers to entry and heightened regulatory scrutiny, which result in reduced competitive intensity. We compete with a number of companies across the four interconnected business services that we provide to our clients.

- **Clearing:** We broadly compete against other independent, non-bank FCMs, such as ADM Investor Services, RJ O'Brien and StoneX, and large global investment banks, such as Citigroup, J.P. Morgan Chase, Macquarie, Mizuho and Société Générale.
- **Agency and Execution:** We compete with large banks and investment banks, such as BNP Paribas, Citi, Goldman Sachs, J.P. Morgan, Morgan Stanley, Société Générale and Standard Chartered, as well against highly interconnected financial institutions such as BGC Partners, Clarksons, OTC Global Holdings, StoneX, TP ICAP and Tradition, as they facilitate a large portion of trading activity.
- **Market Making:** We compete against other market makers such as Citadel, DRW, DV Trading, J.P. Morgan, Koch, Société Générale, StoneX, Sucden Financial and Virtu.
- **Hedging and Investment Solutions:** We compete against other financial firms such as StoneX and Macquarie and commodity producers with in-house capabilities such as Cargill.

We believe that the diverse array of business services that we offer are complementary to one another, and together they form a differentiated, full-service solution for our clients that allows us to effectively compete in the various markets in which we operate.

### **Risk Management**

We are principally exposed to the following areas of risk: credit risk, market risk, liquidity risk, concentration risk and operational risk. We seek to manage risk across our business through our robust risk management governance structure and strong risk culture.

#### **Risk Governance**

##### *"Three Lines of Defense" model*

We have adopted a "Three Lines of Defense" model for risk governance. We believe this model, in addition to a strong risk culture, good communication and understanding, helps us manage risk across our business. Our "Three Lines of Defense" include:

- **First Line of Defense:** Business units and support functions are the primary owner of risk in their respective business and are responsible for the day-to-day management of that risk. They are responsible for (i) understanding and adhering to the risk and control environment; (ii) considering the risk/reward trade off; and (iii) the ongoing assessment, monitoring and reporting of risk exposures and events.

- ***Second Line of Defense:*** Our Risk Management and Compliance functions are responsible for the management of risk across our business. These teams provide independent risk oversight of the first line of defense and supervise the operation of our risk control framework. The second line of defense is also responsible for formulating and maintaining risk frameworks, policies and risk reporting, in addition to managing risks relating to compliance and financial crime.
- ***Third Line of Defense:*** Our Internal Audit function provides independent assurance of the first and second lines of defense. Internal Audit conducts an annual program of risk-based audits covering all aspects of the first-line and second-line risk management and risk control activities. Internal Audit also regularly undertakes additional ad hoc audit investigations at the request of our audit and compliance committee and/or the Chair of our board of directors.

#### *Enterprise-Wide Risk Management Framework*

We have put in place the Enterprise Wide Risk Management Framework (“EWRM Framework”). The EWRM Framework is a comprehensive risk management framework that sets out the control mechanisms to identify, measure, assess, monitor, control and report on underlying risks across our business. Our board of directors has overall responsibility for ensuring the risk management practices set out in the EWRM Framework remain appropriate for our business and maintain oversight over subsidiaries. Our board of directors also monitors the overall risk profile of the business and that the systems of internal control function effectively.

Local regulatory responsibilities may apply to the boards of our subsidiaries with operations in certain jurisdictions. As a result, our subsidiaries may develop their own risk frameworks and policies tailored to their specific businesses, *provided* that such frameworks and policies remain consistent with, and have regard for, the principles of the EWRM Framework and our policies.

Risk culture describes the values and behaviors present throughout an organization. The Marex risk culture shapes every risk decision we make and is consistent with our ethics and values and our strategic and risk objectives.

Responsibility for risk management resides at all levels within our business, from our board of directors and the Executive Committee down through the organization. Each business unit is responsible for understanding the risk environment and complying with all risk policies and limits. Responsibility for effective review and challenge of risk policies resides with our senior managers, risk oversight committees, Internal Audit, our independent risk function, our board of directors, our dedicated risk committee and our Chief Risk Officer.

#### *Risk Appetite*

Risk appetite is the level of risk our board of directors is willing to accept now and over the future planning horizon, given our financial resources to pursue the stated business and risk strategies. Our business strategy is aligned with our risk appetite to guide our business activity and associated risk taking. This ensures structures exist to identify and analyze emerging risks for issues that could become material risks going forward.

Our risk appetite is determined by reference to the high-level objectives set by our board of directors, which are formulated into detailed risk measures by specific departments, trading desks, traders and, where appropriate, to individual risk exposures.

Our risk appetite is governed by our risk appetite framework (the “Risk Appetite Framework”), which includes measures that assess risks to ensure the successful delivery of our business and risk

strategies. These measures are compared against key balance sheet and profit and loss figures, as well as other specific measures and qualitative assessments. The Risk Appetite Framework is responsive to changes in our business strategy and plans, which ensures that our risk appetite is aligned with changes in our overall strategic goals.

#### *Risk Categorization Model*

We actively monitor and assess risks to which our business is exposed. Each risk we identify is categorized in accordance with our risk categorization model (“RCM”), with accompanying mitigation where possible, to ensure adherence to the stated risk appetite. The RCM is an integral part of our EWRM Framework.

Key risks identified in the RCM are consistently analyzed and measured in accordance with our approved policies and processes. Key business controls and procedures are then implemented to mitigate the risks highlighted by the risk assessment.

#### *Oversight of Material Risk Takers*

“Material Risk Takers” or “MRTs” are identified as those individuals within our business whose professional activities have a material impact on our risk profile. We have adopted a Material Risk Taker Identification Framework (the “MRT Framework”) to define the policies and processes under which we identify MRTs. Both this MRT Framework and the agreed list of MRTs are subject to review and approval by our first and second lines of defense, executive management and, ultimately, our Remuneration Committee, which is chaired and will be attended by independent members of our board of directors following the completion of this offering, on an annual basis.

We perform a quarterly conduct assessment on MRTs, the results of which are considered by the aforementioned stakeholders in their approval of any MRT.

#### *Risk Reporting*

An important part of our risk management process is regular and appropriate reporting and communication of risk. In line with our governance structure, periodic reporting and risk analysis is presented to the relevant governing bodies as well as the relevant risk takers, including our board of directors, our risk committee, our Executive Committee and our senior management. We believe that the escalation procedures for raising significant issues with managers and supervisors are clear and well embedded across our business.

#### **Credit Risk**

Credit risk is the risk of losses where a client or counterparty fails to perform its contractual obligations. Our Credit department is responsible for reviewing and granting credit facilities to counterparties to minimize credit losses and protect the capital of our business. Credit lines are approved by either our Chief Risk Officer and Global Head of Risk, acting within the authority as granted to them by our executive credit and risk committee (“Risk Committee”), or are presented to our Risk Committee for approval. Our Risk Committee comprises our Chief Executive Officer, Chief Risk Officer, Chief Financial Officer and Global Head of Risk and is attended by our Head of Credit, credit analysts and the relevant heads of desks. Our senior risk management team and Risk Committee review clients’ exposure, proposals to review additional credit requests and amendments to clients’ existing credit profiles. Our Risk Committee, Chief Risk Officer or Global Head of Risk, within their respective approvals, review clients’ credit exposure, proposals to review additional credit requests and amendments to clients’ existing credit profiles.

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Our Credit department is responsible for granting each client a position limit, which is the maximum exposure a client can take, during the on-boarding process to limit our counterparty risk. The position limit varies between clients trading on exchange and those trading OTC.

Each morning, client credit exposures are reviewed by senior management to assess any significant margin calls (or any margin calls that have been outstanding for longer than one day) and positional limit breaches. Where breaches occur, clients are instructed to reduce exposure, transfer positions away from us or make up any funding shortfall.

We have several processes in place to mitigate credit risk. The primary mitigants that we use are summarized below:

- **Netting**: Where legally enforceable, we enter into netting agreements to reduce our credit risk. Netting agreements are bilateral arrangements that can lower our credit exposure if a counterparty enters into liquidation by permitting netting of unrealized losses against unrealized gains on outstanding derivatives transaction contracts. Under these netting agreements, a liquidating authority of a failed counterparty is obliged to perform all the transactions included (or to undertake payment of all the amounts owed on the running accounts) under the agreement, rather than only performing profitable derivatives transaction contracts.
- **Central clearing counterparties**: Where trades are cleared, the counterparty credit risk is mitigated as clearing reduces the chance of a client or other clearing member defaulting. If there is a default, any losses would be shared between other clearing members.
- **Collateral**: Collateral, typically in the form of cash, is posted by clients to secure credit and position limits. This collateral is held in separate, standalone accounts and therefore cannot be directly used to fund trading.
- **Parental or counterparty guarantee**: Counterparty risk can be mitigated through a parental or counterparty guarantee. A guarantee is a legal agreement by which a parent or connected company of the client agrees to be financially responsible for the client's financial obligations and to pay us if the client defaults in accordance with its contractual terms.
- **Tri-Party Agreements**: Tri-Party Agreements are most common within commodity financing. Under a Tri-Party Agreement, a commodity trade financing bank agrees to finance the trading activities of a client in one or more designated "hedging accounts" that the client holds with us. In return, the client grants the bank a security interest over those hedging accounts. This allows our credit risk to be transferred from the commodity trader to a more creditworthy commodity trade financial bank.

## **Market Risk**

Market risk is risk that arises from fluctuations in values of our traded positions due to changes in the value of prices, volatilities or interest rates within financial markets. There are also additional balance sheet risks from fluctuations in foreign exchange (translation risk) and interest rates.

Market risk is managed by our Market Risk department, which consists of two separate teams, both of which ultimately report to our Chief Risk Officer. One team is dedicated to our Marex Solutions business and another team covers our exchange-traded house and client exposure. These teams operate under distinct market risk frameworks that are approved by our board of directors and aligned to our risk appetite, and they monitor risk-generating exposures to manage our exposure to market risk.

As with credit risk, market risk is managed through position limits granted to clients through the on-boarding process. These limits are calculated based on market liquidity and maturity. Exposures are monitored in real time.

Our processes to mitigate market risk include:

- **Pre-trade risk controls:** We have pre-trade risk controls in place to prevent trades above defined parameters from being executed.
- **Post-trade risk controls:** We employ extensive controls, both systemic and procedural, in the post-trade environment. We monitor trades on a real-time and T+1 basis against our limits, monitor intraday concentration risk and undertake extensive stress testing calculations.

Pre-trade controls can take various forms that include both preventative controls and detective:

- maximum clip limits, sometimes termed “fat finger” limits, restrict the order size per order;
- maximum long/short positions restrict outright long or short exposure for an underlying or group of underlying;
- buying power restricts exposure to the value of the account (positive net liquidating value);
- price collars/price reasonability; and
- maximum messages per second.

House exposures are monitored intraday with alerts generated once predetermined thresholds are breached for either risk limits and/or notional sizes. Monitoring occurs at a multitude of levels, including product, size, sensitivity, concentration and profit and loss.

As a result of offering OTC and ETD transactions linked to cryptocurrencies and our limited physical holdings of cryptocurrencies on our balance sheet, we carry a certain degree of market exposure to changes in the price of those cryptocurrencies and related volatility. While we consider our overall net market exposure to cryptocurrencies for each of the three years ended December 31, 2023 to be immaterial, we monitor our market risk exposure to cryptocurrencies and mitigate such risks through the implementation of various procedural controls, such as restricting both our and our clients’ exposures through a comprehensive suite of risk limits and hedging our balance sheet physical holdings against exchange-traded house and client exposures. As a result of these controls and system infrastructure, we are able to reduce our net exposure to cryptocurrencies, meaning that the impact of any significant change to the price of digital asset holdings in our operational and financial results would be immaterial.

### **Liquidity Risk**

Liquidity risk is the risk that our business, although solvent, does not have sufficient financial resources available to meet its obligations as they fall due or is only able to secure resources at excessive cost. Liquidity risk is managed by our Treasury department, which reports to our Chief Financial Officer.

Our processes to mitigate liquidity risk include:

- **Financing arrangements:** We have \$150 million of committed capital under the Marex Revolving Credit Facility, which includes a \$35 million Swingline Facility, allowing us to access additional funding in short order. Through our subsidiary MCMI, we have access to a committed \$100 million MCMI Revolving Credit Facility. In June 2022, we issued \$100 million of AT1 Securities, and in February 2023, we completed our inaugural public senior bond issuance under the EMTN Program, raising €300 million. These issuances strengthened our liquidity position, further diversified our funding sources and extended our debt maturity profile. See “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Debt Programs.*”

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- **Stable client base:** We have a stable client base, including producers, consumers, utilities providers and brokers, as well as banks and asset managers. These clients typically hold both long and short positions, which provides us with some element of liquidity offset at all times.
- **Cancellation of credit lines:** All credit lines are uncommitted and can be cancelled at short notice. We also constantly evaluate our credit line portfolio, increasing and reducing individual credit lines to ensure that we have adequate liquidity.
- **Structured notes:** The Structured Notes Program and the Public Offer Program provide us with an effective way to quickly increase liquidity. The Structured Notes Program and Public Offer Program have also diversified our sources of funding, reducing our overall liquidity risk. However, we may still face liquidity risks associated with the Structured Notes, which would affect our ability to access this source of funding, or we may fail to hedge our processes effectively, which would subject us to increased market risks. Further, by issuing such Structured Notes, we will still be obligated to pay the notes upon maturity, even if we suffer any losses as a result of market movements or insufficient hedging arrangements. See “*Risk Factors – Risks Relating to Our Financial Position – We require financial liquidity to facilitate our day to day operations. Lack of sufficient liquidity could adversely impact our operations and limit our future growth potential*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources – Debt Programs – Financial Products Program.*”

We also have a detailed contingency funding plan which would be implemented if a crisis impacted our overall liquidity. This plan contains detailed contingency plans for managing any such crisis.

### **Operational Risk**

Operational risk is the risk of loss resulting from inadequate or failed internal processes, people and systems or external events. When assessing operational risk, we consider legal and compliance risk, reputational risk and business and strategic risk.

We manage operational risk, including cybersecurity and digital privacy risks, in accordance with our Operational Risk Policy, which is implemented in line with our Operational Risk Management Framework. The Operational Risk Management Framework outlines the methodologies and standards to be employed by our employees to manage operational risk within our business, which include the following key aspects:

- **Risk and Controls Self-Assessment:** Risk and Controls Self-Assessments (“RCSAs”) are the industry standard approach to operational risk management. We use RCSAs to identify and assess risk and to appraise the controls in place to mitigate these risks.
- **Risk Appetite Metrics and Key Risk Indicators:** We use certain risk appetite metrics and key risk indicators to monitor and track significant risks. These key risk indicators are indicative of trends in risk exposure and provide early warning signals, highlighting changes in the risk environment, control effectiveness and potential risk issues. These indicators are monitored by our risk department between formal RCSA reviews.
- **Internal risk events:** Any data relating to a risk that materializes, including near misses, is recorded and used by our risk department to assess operational risk exposures across our business.
- **External loss data:** External loss data is gathered and analyzed to enhance the assessment of operational risks and provide an early warning of potential threats or risks that we may not have foreseen or considered.

In addition, we conduct extensive scenario analysis to assess the likelihood of operational risks occurring and to ensure that we have adequate internal controls in place to minimize these risks.



## Regulation

As a global financial services platform, we have the following regulated financial services companies.

### **U.K. Regulated Entities**

The below is a list of all of our entities that are regulated in the United Kingdom (the “U.K. Regulated Entities”):

- Marex Financial, which is regulated in the United Kingdom by the FCA, in Italy by the Commissione Nazionale per le Società e la Borsa (“Consob”) and in Dubai by the Securities and Commodities Authority (“SCA”). Marex Financial has a branch in Australia that is regulated by the Australian Securities and Investments Commission (“ASIC”) in Australia;
- Marex Spectron International Limited (“MSIL”), which is regulated in the United Kingdom by the FCA and by the Alberta Securities Commission in Canada;
- Marex Prime Services Limited, which is regulated by the FCA; and
- HPC Investment Services Limited, which is regulated by the FCA.

### **U.S. Regulated Entities**

The below is a list of all of our entities that are regulated in the United States (the “U.S. Regulated Entities”):

- MCMI, which is regulated as an FCM by the CFTC, and is a member of and regulated by the NFA. MCMI is also regulated by the CME (its designated SRO), and as a broker-dealer by the SEC and FINRA;
- Marex North America Securities, LLC (“MNAS”), which is regulated by the SEC and FINRA;
- MSIL, which is regulated as an introducing broker (“IB”) by the CFTC and is a member of and regulated by the NFA;
- Marex Mena Limited (“MML”), which is regulated as an IB by the CFTC and is a member of and regulated by the NFA;
- OTCex LLC, which is regulated as an IB by the CFTC and is a member of and regulated by the NFA and as a broker-dealer by the SEC and FINRA; and
- XFA, which is regulated as a broker-dealer by the SEC, as an IB by the CFTC, is a member of and regulated by the NFA and the Chicago Board Options Exchange (“CBOE”) (in respect of the CBOE, as its designated SRO).

### **E.U. Regulated Entities**

The below is a list of all our entities that are regulated in the European Union (the “E.U. Regulated Entities”):

- Marex SA, which is regulated by the AMF and the ACPR in France. Marex SA has regulated branches in Portugal (regulated by the *Comissão do Mercado de Valores Mobiliários*), the DIFC (regulated by the Dubai Financial Services Authority (“DFSA”) and the Consob in Italy);
- MSEL, which is regulated by the Central Bank of Ireland (“CBI”) in Ireland. MSEL has regulated branches in Germany (regulated by the Federal Financial Supervisory Authority (“BaFin”)) and Spain (regulated by the Comisión Nacional del Mercado de Valores);

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- Marex France SAS (“Marex AIFM”), an Alternative Investment Fund Manager (“AIFM”) regulated by the AMF; and
- Arfinco SA, which is regulated by the ACPR in France.

### **Other Regulated Entities**

The below is a list of all our entities that are regulated in jurisdictions other than the United Kingdom, the United States or the European Union:

- Marex Spectron Asia Pte. Ltd. (“MSAPL”), which is regulated by the Monetary Authority of Singapore (“MAS”) in Singapore and the NFA in the United States;
- Marex Hong Kong Limited (“MHKL”), which is regulated by the Securities and Futures Commission (“SFC”) in Hong Kong;
- OTCex Hong Kong, Limited (“OTCex HK”), which is regulated by the SFC in Hong Kong;
- MML, which is regulated by the DFSA in the DIFC; and
- Marex Australia Pty Ltd (“MAPL”), which is regulated ASIC in Australia.

Each regulated company generally provides services to clients based both within and outside of its home jurisdiction in accordance with the applicable legal and regulatory requirements. In certain jurisdictions, this involves relying on applicable exemptions. In addition to the regulatory regimes in each company’s home jurisdiction, our companies may be subject to overseas law and regulation when they provide services on a cross-border basis. We are also subject to anti-money laundering, counter-terrorism financing and sanctions laws and regulations in the jurisdictions in which we operate.

Several areas of regulation have either seen recent change or are areas where future change is anticipated. Where these changes may pose a material risk to the future operation of our business, they have been disclosed in “*Risk Factors—Risks Relating to Regulation*”.

### **United Kingdom**

The statutory framework for the regulation of financial services in the United Kingdom is set out in the Financial Services and Markets Act 2000 (“FSMA”). FSMA requires firms that provide financial services in the United Kingdom to be authorized and regulated by the relevant regulatory authority. Financial services firms are subject to supervision by one or both of two U.K. regulators—the FCA and the Prudential Regulation Authority (“PRA”). The PRA is responsible for regulating banks and building societies (as deposit takers), insurers and credit unions and large investment firms (e.g., investment banks) for prudential purposes. The FCA regulates all other investment firms for prudential purposes, and regulates all financial services firms for conduct purposes.

#### *Entities Subject to the FCA’s Supervision*

In the United Kingdom, we have four regulated entities: Marex Financial, MSIL, Marex Prime Services Limited and HPC Investment Services Limited. The U.K. Regulated Entities are regulated and authorized by the FCA as their sole regulator for both prudential and conduct matters. HPC Investment Services Limited is regulated and authorized by the FCA as the operator of an OTF, which is the platform through which our U.K.-based clients can trade certain products and asset classes. The FCA is also the prudential supervisor of our business on a consolidated basis. None of our entities are authorized or regulated by the PRA.

To be authorized by the FCA, firms are subject to an extensive approval process. This includes assessing their compliance with various regulatory requirements, including certain “threshold

conditions". Threshold conditions are the minimum conditions which must be satisfied (both at the time of authorization and on an ongoing basis) for a firm to gain and continue to have permission to carry on the relevant regulated activities under FSMA. The threshold conditions for FCA regulated firms relate to matters including:

- the firm's legal form and location of offices;
- whether the firm is capable of being effectively supervised by the FCA;
- whether the firm has adequate resources (both financial and non-financial) to carry on its business; and
- whether, considering all the circumstances (including whether the firm's affairs are conducted soundly and prudently), the firm is a fit and proper person to conduct the relevant regulated activities.

The FCA's Principles for Businesses sets out high-level principles that apply to all authorized firms. This includes requirements for firms to treat clients fairly, maintain adequate financial resources and risk management systems, observe proper standards of market conduct, manage conflicts of interest fairly, communicate with clients in a way that is clear, fair and not misleading, and deal with their regulators in an open and cooperative way.

The FCA also has certain powers in relation to the approval of the "controllers" of U.K. FCA authorized firms, including the U.K. Regulated Entities. Any person proposing to acquire or increase "control" above prescribed thresholds in an FCA authorized firm must obtain approval from the FCA prior to the change in control.

#### *FCA Supervision and Enforcement*

The FCA has a wide range of supervisory powers, including extensive powers to intervene in the affairs of an FCA authorized firm. The FCA also has various disciplinary and enforcement powers, which include powers to (i) limit or withdraw a firm's permissions; (ii) suspend individuals from undertaking regulated activities; (iii) impose restitution orders; and (iv) fine, censure, or impose other sanctions on firms or individuals.

The FCA can formally investigate a firm, require the production of information or documents, or require a firm to provide a "skilled persons" report under section 166 of FSMA to facilitate its supervision of a firm. For example, in 2022 the FCA required us to provide a "skilled persons" report on the product governance controls and processes that we had implemented in respect of our Hedging and Investment Solutions business. After reviewing this report, the FCA determined that it did not need any further information on this subject.

The U.K. Regulated Entities are subject to the Senior Managers and Certification Regime ("SMCR"), which relates primarily to the accountability and responsibility of managers and other relevant staff. Under the SMCR, firms must have clear and effective governance structures. Different conduct rules apply to the U.K. Regulated Entities' staff depending on the seniority of the function performed.

The FCA may take direct enforcement action under the SMCR against individuals undertaking senior management functions for authorized firms. Under the SMCR, the FCA may revoke an individual's approval to perform certain roles within a firm. Breaches by authorized firms of certain rules can also give certain private persons (who suffer loss from the breach) a right of action against the firm for damages. The FCA can also take action against a broader population of individuals under the SMCR including so-called certification functions as well as conduct rules staff for both financial and

non-financial misconduct. Misconduct both inside and outside the workplace can be relevant to FCA action. The FCA has recently consulted on its approach to, and draft rules for, the supervision and enforcement of non-financial misconduct for senior managers, certification functions and conduct rules staff, with a finalized policy statement expected early 2024. Serious instances of non-financial misconduct could lead to disciplinary action by the FCA including the issuance of prohibition orders against individuals rendering them permanently unable to work in the financial services industry in the United Kingdom.

#### *U.K. Financial Services Legislation*

FSMA is the central piece of legislation for the regulation of financial services companies in the United Kingdom. Among other things, it imposes certain requirements on FCA authorized firms and gives the FCA a broad range of powers.

Following Brexit, certain “on-shored” E.U. financial services legislation has been assimilated in U.K. law. The FCA has published relevant guidance which indicates which pieces of E.U.-derived regulations will continue to apply in the United Kingdom, in modified form where required (“On-shored E.U. Regulation”). The FCA, alongside HM Treasury and the PRA, is working on the so-called “Edinburgh Reforms” which, in part, focus on reviewing On-shored E.U. Regulation and determining what should remain in place under U.K. law and what should instead be revisited and potentially reformed (or deleted with no replacement or some combination of the foregoing). This means the U.K. regulatory landscape will be subject to considerable flux in the coming years, which may result in an increased (or decreased) regulatory and compliance burden on the U.K. Regulated Entities as well as increasing divergence between the approach adopted by the U.K. Regulated Entities and group companies regulated in the European Union (and elsewhere). Monitoring for and implementing these changes could represent a regulatory risk for us as well as necessitating increased legal and compliance spend.

In addition to FSMA, the U.K. Regulated Entities are subject to a wide range of regulatory rules, including, but not limited to, the rules prescribed in the FCA’s handbook of rules and guidance (“FCA Handbook”) and the On-shored E.U. Regulation. Many of the rules that apply to the U.K. Regulated Entities are derived from this “on-shored” legislation, including the U.K. versions of:

- the regime referred to collectively as MiFID II and MiFIR;
- the EMIR;
- the Capital Requirements Regulation (Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms) (“CRR”) and the fourth Capital Requirements Directive (Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms) (“CRD IV”);
- the Market Abuse Regulation (Regulation (EU) No 596/2014 on market abuse) (“MAR”);
- the Alternative Investment Fund Managers Directive (Directive 2011/61/EU) (“AIFMD”);
- the Regulation on wholesale energy market integrity and transparency (Regulation (EU) No 1227/2011 on wholesale energy market integrity and transparency) (“REMIT”);
- the Benchmarks Regulation (Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds) (“BMR”);
- the Bank Recovery and Resolution Directive (Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms) (“BRRD”);

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- the Securities Financing Transactions Regulation (Regulation (EU) 2015/2365 on transparency of securities financing transactions and of reuse); and
- the Central Securities Depositories Regulation (Regulation (EU) No 909/2014 on central securities depositories).

Where E.U. regulations are “on-shored” in the United Kingdom, they typically have a similar application as the E.U. equivalent, but with various important divergences, which will likely increase over time.

### *United Kingdom Wholesale Markets Review and FSMA 2023*

In 2021, the U.K. government established a review to improve the regulation of secondary markets in the United Kingdom (the “Wholesale Markets Review”). The Wholesale Markets Review proposed a range of changes to how trading in securities is regulated in the United Kingdom. Elements of implementation of the Wholesale Markets review are still ongoing, however, the FCA has begun implementing changes where legislation is not required, and other changes have been implemented by the Financial Services and Markets Act 2023 (“FSMA 2023”), which was published in July 2023.

In particular, FSMA 2023 gives the United Kingdom Treasury the power to designate a person who provides critical services to regulated firms as “critical.” It will also allow the FCA to directly oversee critical services provided to regulated firms by designated critical third parties (that would otherwise be unregulated by the FCA) and make associated rules in relation to such provision. It is expected that certain service providers to our United Kingdom entities may be deemed critical service providers.

### *Risk Management, Compliance and Governance*

The U.K. Regulated Entities must have robust risk management, compliance and governance processes so that they can be operated in accordance with the U.K. regulatory framework and with sound risk management processes. This includes the requirement to operate in accordance with U.K. operational resilience and outsourcing rules. For OTC derivatives transactions, such rules include a requirement in certain cases to centrally clear or apply “risk mitigation techniques.”

### *Conduct of Business*

The U.K. regulatory framework imposes various requirements relating to the conduct of business of an authorized firm. These requirements relate to, among others, product governance, the treatment of client money and assets, information provision, disclosure and reporting to clients, handling of client complaints, best execution, management of conflicts of interest, disclosure to clients of information relating to charges and the general obligation to deal with clients fairly.

The applicable conduct rules may differ depending on the type of client. While Marex Financial is authorized by the FCA to provide certain investment services to retail clients, we currently do not have any retail clients. In practice, we only provide services to professional clients and eligible counterparties.

The FCA has introduced a new “Consumer Duty” designed to ensure that firms deliver good outcomes for retail clients. The duty applies primarily to firms providing services to retail clients, but it also has an impact when a wholesale firm is in a distribution chain and, as a result, affects outcomes for retail investors. This is in addition to existing product governance rules which require manufacturers and distributors of financial instruments to consider their suitability for the relevant target market and distribution strategy.

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U.K. regulation also governs the provision of information by authorized and unauthorized firms, including the requirement that financial promotions are compliant with certain disclosure obligations and are fair, clear and not misleading (or can otherwise be made to specified categories of recipients in line with specific exemptions).

### *Market Conduct and Abuse*

Market conduct rules impose certain obligations on the U.K. Regulated Entities, including duties of transparency to regulators, markets and issuers. This includes trade reporting and monitoring obligations, both in relation to financial instruments and wholesale energy products to ensure that the U.K. Regulated Entities help to maintain the proper functioning and integrity of the wider U.K. financial markets.

Following Brexit, a U.K. version of MAR ("U.K. MAR") operates in parallel to the original E.U. version. U.K. MAR contains prohibitions on insider dealing, unlawful disclosure of inside information and market manipulation, and provisions to prevent and detect these abuses.

U.K. MAR requires the U.K. Regulated Entities to monitor and identify potential market abuse and report any suspicions of market abuse to the FCA. Under U.K. MAR, the FCA may (i) impose an unlimited fine on any person that engages in market abuse, or that has encouraged or required another person to do so; (ii) publish a statement of public censure; (iii) apply to the court for an injunction or restitution order; or (iv) impose other administrative sanctions, such as carrying out on-site inspections and cancelling or suspending trading in financial instruments. The Financial Services and Markets Act 2023 confers new rule-making powers on the FCA, including the power to make changes to the regulatory framework on market abuse in the United Kingdom.

The Criminal Justice Act 1993 also contains rules covering criminal penalties for insider dealing. The Financial Services Act 2012 contains criminal offenses for making false or misleading statements or creating a false or misleading impression in relation to relevant investments, including benchmarks. These offenses sit alongside the civil market abuse offenses in U.K. MAR, and the FCA is empowered to prosecute both civil and criminal market abuse offenses.

### *Prudential Capital and Liquidity Requirements*

Under the IFPR, we are subject to consolidated prudential supervision by the FCA. Generally, U.K. Regulated Entities are subject to the IFPR when their activities fall within the scope of MiFID II. The U.K. Regulated Entities that fall within the scope of the IFPR must satisfy certain prudential capital and liquidity requirements, including the own funds requirements and the basic liquid assets requirement. Capital, liquidity and prudential governance requirements vary according to, among others, the scale and nature of our business, an internal assessment of our requirements and additional requirements imposed by the FCA.

### *Resolution Powers*

In the United Kingdom, an investment firm may be subject to resolution or investment bank special administration depending on its systemic importance and regulatory classification. Resolution rules are included in the Banking Act 2009 and give authorities a wide range of powers to deal with financial institutions which, in general, are failing or are likely to fail. These powers include pre-insolvency stabilization powers such as "bail in" (writing down the claims of the firm's unsecured creditors, including holders of capital instruments, and converting those claims into equity), as well as the power to force the partial or full sale of an entity subject to resolution. Special administration powers apply at the point an entity becomes insolvent and allows special administrators to take control of the entity and apply certain measures such as transferring client money and assets.

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Our business does not fall within the scope of special administration rules. However, as our systemic importance may change, it is possible that we become subject to resolution rules. Decisions taken in the context of resolution or special administration may materially adversely affect investors in our ordinary shares.

Outside resolution, there are requirements for firms which hold client money. These requirements are principally intended to ensure that client money is protected in the event of the firm's insolvency. Marex Financial is also subject to specific client money rules relating to regulated clearing arrangements.

### *Remuneration*

We must comply with the "basic" and "standard" remuneration requirements contained in the Senior Management Arrangements, Systems and Controls sourcebook ("SYSC") 19G of the FCA Handbook. The U.K. Regulated Entities are also required to comply with the "extended" remuneration requirements contained in SYSC 19G. SYSC 19G includes general requirements in relation to remuneration policy, governance and disclosure and specific requirements regarding the remuneration arrangements of individuals whose professional activities have a material impact on the firms' risk profiles. Our remuneration committee ensures that our remuneration policies and practices are consistent with the requirements of SYSC 19G.

### *Financial Services Compensation Scheme / Financial Ombudsman Scheme*

The U.K. Regulated Entities are within the scope of the U.K. Financial Services Compensation Scheme ("FSCS"). In certain circumstances, the FSCS would provide compensation if those entities were unable to satisfy the claims of their clients (for example, in the event of an entity's insolvency). The U.K. Regulated Entities are required to pay an annual levy towards the FSCS, which is variable.

The Financial Ombudsman Scheme ("FOS") is an independent complaints resolution body which seeks to resolve disputes between consumers and financial services providers. While the U.K. Regulated Entities are technically subject to the jurisdiction of the FOS, the FOS only considers complaints presented by an "eligible complainant". Because "eligible complainants" are broadly non-professional persons, we do not expect any of our clients to be "eligible complainants" for the purposes of the FOS.

### *Benchmarks*

Administering regulated benchmarks is a regulated activity under the U.K. Benchmarks Regulations ("U.K. BMR"). While we contribute to regulated benchmarks, we do not currently administer any that are subject to the U.K. BMR.

### *United States*

MCMI, MML, MSIL, OTCex LLC, MNAS and XFA are subject to significant regulation in the United States, including requirements imposed by the CFTC, FINRA, the SEC, and the NFA. Certain U.S. Regulated Entities are also subject to the requirements set forth by exchanges to which they hold a membership. See "*Business – Our Principal Services – Clearing*." These regulatory bodies and exchanges protect clients by imposing requirements on the U.S. Regulated Entities, including those relating to capital adequacy, licensing of personnel, conduct of business, protection of client assets, record-keeping, trade-reporting and other matters.

The CFTC is responsible for enforcing the CEA. The CFTC has broad enforcement authority over commodity futures and options contracts traded on regulated exchanges as well as other commodities

trading in interstate commerce. The CEA also vests the CFTC with enforcement authority with respect to fraud and manipulation involving cash market trading of commodities. MCMI, MML, OTCex LLC, XFA and MSIL must comply with the requirements set out by the CEA, including minimum financial and reporting requirements, the establishment of risk management programs, use of segregated accounts for client funds, maintenance of record-keeping measures and in particular, the requirement that trade execution and communications systems be able to handle anticipated present and future peak trading volumes.

MCMI is regulated by the CFTC and NFA as a futures commission merchant; MCMI and OTCex LLC are regulated by the NFA as registered swap firms as of July 2023; and MML, OTCex LLC, MSIL, and XFA are regulated by the NFA as an IB. The foregoing U.S. Regulated Entities are also subject to the rules and requirements of the exchanges to which they are members, as applicable. The NFA has the power to search for and implement what it believes are best practices for the industry, create rules that its members must follow and impose fines or revoke the membership of its members.

The SEC is responsible for enforcing U.S. federal securities laws, including the Securities Act and the Exchange Act. The SEC has broad enforcement authority over public companies, investment firms and broker-dealers involved in issuing and transacting in securities on regulated exchanges and OTC markets. FINRA, a self-regulatory organization that operates under the oversight of the SEC, regulates member firms and is authorized to enforce disciplinary actions against member firms and registered representatives who violate federal securities laws or FINRA's rules. MCMI, OTCex LLC, MNAS and XFA are regulated by the SEC, and MCMI, OTCex LLC and MNAS are FINRA member firms.

The U.S. securities industry is subject to extensive regulation under federal and state securities laws. These laws and regulations include obligations relating to custody and management of client assets, marketing activities, self-dealing and full disclosure of material conflicts of interest. They generally grant the SEC and other supervisory bodies administrative powers to address non-compliance. The U.S. Regulated Entities must comply with a range of requirements imposed by the SEC, state securities commissions, the Municipal Securities Rulemaking Board ("MSRB") and FINRA.

FINRA regulates trading in securities, including securities futures and options. All firms dealing in securities that are not regulated by another SRO, such as by the MSRB, are required to be member firms of FINRA. As part of its regulatory authority, FINRA periodically conducts regulatory exams of its regulated institutions. FINRA licenses individuals and admits firms to the industry, writes rules to govern their behavior, examines them for regulatory compliance, and disciplines registered representatives and member firms that fail to comply with federal securities laws and FINRA's rules and regulations.

#### *Net Capital Requirements*

MSIL and the U.S. Regulated Entities are subject to net capital requirements as CFTC and NFA regulated entities. As an SEC registered broker-dealer and an NFA registered IB, each of MCMI, MNAS and XFA is subject to minimum capital requirements under Section 4(f)(b) of the CEA, Part 1.17 of the rules and regulations of the CFTC and the SEC Uniform Net Capital Rule 15c3-1 under the Exchange Act. These rules specify the minimum amount of capital that must be available to support clients' open trading positions. Net capital and the related net capital requirement may be subject to daily fluctuations.

Failure to maintain the required net capital may subject each of the U.S. Regulated Entities to suspension or revocation of registration by the SEC, and suspension or expulsion by FINRA and other regulatory bodies. They may also experience limitations on their activities, including suspension or



revocation of their registration by the CFTC, suspension or expulsion by the NFA and various exchanges of which they are members, monetary fines, prohibition on conducting business and ultimately liquidation.

## **France**

The framework for the regulation of financial services in France is set out in (i) the French Monetary and Financial Code (*Code Monétaire et Financier*) as well as other French codes and legislation, (ii) the AMF General Regulation (*Règlement Général*), supplemented by certain instructions, positions and recommendations, (iii) the E.U. regulatory framework, as may be directly applicable in France; and (iv) case law and disciplinary sanctions from French courts, the ACPR and the AMF.

Firms that provide financial services in France must be authorized and regulated by the relevant regulatory authority, the AMF and/or the ACPR. Financial services firms are subject to supervision by one or both the AMF and the ACPR.

### *Entities Subject To the AMF and ACPR's Supervision*

In France, we have three regulated entities: Marex SA and Arfinco SA, which each have permission to carry on a range of investment services and activities, and Marex AIFM. Marex SA is regulated and authorized by both the ACPR as an investment firm and the AMF as the operator of an OTF. Arfinco SA is regulated and authorized by the ACPR as an investment firm. Marex AIFM is regulated and authorized by the AMF as an AIFM. The ACPR also supervises, on a consolidated basis, Marex SA's parent company, Marex European Holdings Limited, which qualifies as an E.U. parent financial holding company (*compagnie holding d'investissement mère dans l'Union*).

To authorize a person to carry on regulated activities in France, the ACPR must determine that the applicant meets numerous regulatory requirements. The requirements are the minimum conditions which must be satisfied (both at the time of authorization and on an ongoing basis) for a firm to gain and continue to hold permission to carry on the relevant regulated activities in France. These conditions relate to matters including:

- the firm's legal form and location of offices;
- whether the firm is capable of being effectively supervised by the ACPR;
- whether the firm has adequate resources (both financial and non-financial) to carry on its business;
- whether, considering all the circumstances (including whether the firm's affairs are conducted soundly and prudently), the firm is a fit and proper person to conduct the relevant regulated activities;
- whether members of the firm's governing body meet certain knowledge, experience, fitness and propriety requirements, both individually and collectively, and also satisfy certain availability requirements; and
- whether managers of the firm's key functions meet certain propriety, knowledge, experience and fitness requirements.

The authorization for operating a French OTF is granted by the AMF after consulting the ACPR. Before granting a license to the operator of a trading venue, the AMF reviews the operator's compliance with the regulatory framework, approves the operating rules and grants a professional card

to the persons in charge of certain control functions. The operator of the trading venue is also required to comply with the AMF's reporting obligations.

#### *AMF and ACPR Supervision and Enforcement*

The AMF and ACPR have a wide range of supervisory powers, including extensive powers to intervene in the affairs of a regulated firm. The AMF and ACPR also have various disciplinary and enforcement powers, which include powers to (i) limit or withdraw a firm's permissions; (ii) suspend individuals from undertaking regulated activities; and (iii) fine, censure, or impose other sanctions on firms or individuals. The ACPR can formally investigate a firm, require firms to produce information or documents, or require a firm to comply with additional reporting duties.

The most material regulatory requirements which apply to Marex SA, Arfinco SA and Marex AIFM are listed below.

#### *Risk Management, Compliance and Governance*

Marex SA, Arfinco SA and Marex AIFM are required to have robust risk management, compliance and governance processes so that they can be operated in accordance with the French regulatory framework and with sound risk management processes.

Certain operations by Marex SA, Arfinco SA and Marex AIFM must be subject to, at a minimum, ex-post notification to the ACPR or the AMF. In certain cases, such as changes to the firm's capital structure, prior approval by the ACPR or the AMF is required.

#### *Prudential Capital and Liquidity Requirements*

Marex SA is subject to prudential regulation in France. Accordingly, Marex SA is subject to prudential supervision by the ACPR both individually, and on a consolidated basis with its parent company, Marex European Holdings Limited. Generally, as with the U.K. Regulated Entities, Marex SA, Arfinco SA and Marex AIFM are subject to prudential capital and liquidity requirements when their activities fall within the scope of MiFID II.

#### *Resolution Powers*

In France, an investment firm may be subject to resolution depending on its systemic importance and regulatory classification. Resolution rules are set forth in the French Monetary and Financial Code and give the ACPR and its Resolution Committee a wide range of powers to deal with financial institutions which, in general, are failing or are likely to fail. These powers include pre-insolvency stabilization powers such as "bail in," as well as the power to force the partial or full sale of an entity subject to resolution.

#### *Remuneration*

The AMF has incorporated the ESMA Guidelines on certain aspects of the MiFID II remuneration requirements (ESMA-35-43-3565 issued on April 3, 2023). The ESMA Guidelines aim to provide a common, uniform and consistent application of the MiFID II remuneration requirements and clarify the application of the governance requirements in the area of remuneration under MiFID II.

#### *European Union*

MSEL, the Italian branch of Marex Financial (pursuant to the terms of Marex Financial's Italian license to provide services in Italy on a cross-border basis) and the Portuguese branch of Marex SA

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are authorized and regulated by the CBI, the FCA and the AMF/ACPR, respectively, making them subject to the regulation and rules of Ireland, the United Kingdom and France, respectively. MSEL and Marex SA also passport their services into other EEA states (as further described below), which brings them within the scope of the regulations and rules of those jurisdictions. The relevant E.U. regulatory requirements are listed below.

### *MiFID II*

MiFID II governs the provision of investment services in financial instruments. It applies, among others, to investment firms, wealth managers, broker-dealers and product manufacturers which are authorized to carry out certain investment services and activities. It also covers trading venues, market operators, portfolio managers as well as third-country firms providing investment services in the European Union. MiFID II sets out requirements relating to client classification, management of conflicts of interest, best execution, governance, client order handling, suitability and appropriateness, outsourcing and transaction disclosures and reporting.

MSEL, Marex SA, Arfinco SA, Marex AIFM and Marex Financial are investment firms. Authorization under MiFID II in one member state enables a firm to carry on certain investment activities in other EEA states through passporting and without the requirement to obtain separate authorizations there. MSEL, Marex SA, Arfinco SA and Marex AIFM currently rely on passporting rights when undertaking cross-border activity in the European Union.

### *Market Abuse Regulation*

MAR contains prohibitions on insider dealing, unlawful disclosure of inside information and market manipulation, and provisions to prevent and detect these abuses. MAR requires the E.U. Regulated Entities to monitor and identify potential market abuse and report any suspicions of market abuse to the relevant competent authority.

Under MAR, competent authorities may (i) impose an unlimited fine on any person that engages in market abuse, or that has encouraged or required another person to do so; (ii) publish a statement of public censure; (iii) apply to the court for an injunction or restitution order; or (iv) impose other administrative sanctions, such as carrying out on-site inspections and cancelling or suspending trading in financial instruments.

The Market Abuse Directive on criminal sanctions for market abuse (Directive 2014/57/EU) (“MAD II”) complements MAR and sets out minimum requirements for criminal penalties for market abuse. MAD II has been transposed into national law in all E.U. countries except for Denmark.

### *CRD IV/CRR and IFD/IFR*

The CRD IV and the Investment Firms Directive (Directive (EU) 2019/2034) and Regulation ((EU) 2019/2033) (“IFD” and “IFR”) set out the E.U. framework for the prudential regulation of investment firms. Certain MiFID investment firms of systemic importance, particularly those with permissions relating to underwriting or dealing as principal, are subject to the provisions of CRD IV relating to prudential and capital standards. The prudential consolidation provisions of IFR (principally Article 7) apply to MSEL and Marex European Holdings Limited, parent company of Marex SA, in its capacity as an E.U. parent financial holding company (*compagnie holding d’investissement mère dans l’Union*).

### *BRRD/SRMR*

The BRRD regime, as copied in the Single Resolution Mechanism Regulation (“SRMR”) that applies to jurisdictions within the E.U. Banking Union, gives regulators a wide range of powers to deal

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with financial institutions which, in general, are failing or are likely to fail. These powers include pre-insolvency stabilization powers such as “bail in,” as well as the power to force the partial or full sale of an entity subject to resolution. Where appropriate and permitted under the regime, regulators may also have powers in relation to other entities in the same group as the relevant financial institution.

### *AIFMD*

Unless an exemption applies, AIFMD applies to all AIFMs that (i) are E.U. based, (ii) are non-E.U. based and have E.U. domiciled AIFs, or (iii) have non-E.U. AIFs that market their units/shares within the European Union to European investors. AIFMD prescribes various rules on the authorization, capital requirements and conduct of business of fund managers, and the marketing of funds.

Marex AIFM is authorized under AIFMD to manage Marex Fund S.A. SICAV-RAIF and to perform certain other investment services permitted under AIFMD.

### *Asia*

In Singapore, MSAPL engages in freight broking, and is regulated and licensed by the MAS to carry on certain regulated financial business. MSAPL is currently regulated by the MAS as (i) a local IB in respect of Marex Financial’s OTC derivatives products and (ii) a clearing broker (with clearing membership on the Singapore Exchange). MSAPL is subject to Singapore law and regulation when conducting its business, including the Securities and Futures Act and Regulations, and the Financial Advisors Act and Regulations.

SEAPL engages in energy OTC broking. It operates in Singapore in reliance on an exemption from the requirement to obtain a license from the MAS. Although SEAPL is not required to obtain a license from the MAS, it remains subject to certain aspects of Singapore law and regulation while conducting its business.

In Hong Kong, MHKL and OTCex HK conduct regulated financial business and are regulated by the SFC as IBs. MHKL and OTCex HK are subject to Hong Kong law and regulation when conducting this business, including the Securities and Futures Ordinance.

### *DIFC*

In the DIFC, MML and the Dubai branch of Marex SA (“Marex SA Dubai”) conduct regulated financial business and are regulated by the DFSA as authorized firms. MML and Marex SA Dubai must adhere to various obligations, including:

- obtaining the appropriate license from the DFSA to operate in the DIFC;
- meeting specific requirements, including maintaining adequate capital;
- observing the conduct of business rules, which cover disclosure requirements and prevention of market abuse;
- upholding robust anti-money laundering and counter-terrorist financing measures and effective sanctions processes;
- ensuring effective risk management and ongoing compliance with the DFSA regulations;
- submitting regular financial reports and other necessary disclosures to the DFSA; and
- following good corporate governance practices. Non-compliance can result in penalties and/or the revocation of the authorized firm’s license.

MML and Marex SA Dubai must also comply with applicable laws in the DIFC, including UAE federal criminal law.

### **Australia**

In Australia, MAPL conducts regulated financial business and is regulated by ASIC as an Australian Financial Services Licensee. MAPL is subject to Australian law and regulation when conducting this business, including a statutory obligation to provide efficient, honest and fair financial services. MAPL's obligations as an Australian Financial Services Licensee include:

- the competence, knowledge and skills of MAPL's responsible managers;
- the training and competence of MAPL's financial advisers and authorized representatives;
- ensuring MAPL's financial advisers and authorized representatives comply with the financial services laws;
- compliance, managing conflicts of interest and risk management;
- the adequacy of financial, technological and human resources; and
- base level financial and audit requirements.

### **Anti-money Laundering**

As in the United States, our U.K. and European entities are subject to statutory and regulatory requirements concerning relationships with clients and the review and monitoring of their transactions. Regulated firms in both the United Kingdom and in the European Union must have robust governance, effective risk procedures and adequate internal control mechanisms to manage the exposure to financial crime risk. The measures require the U.K. and E.U. entities to verify client identity and understand the nature and purpose of the proposed relationship on the basis of documents, data or information obtained from a reliable and independent source; and review and monitor their client's transactions and activities to identify anything suspicious.

Our U.K. and E.U. entities take a risk-based approach and senior management are responsible for addressing these risks. There is a requirement to regularly identify and assess the exposure to financial crime risk and report to the governing body on the same. This enables the targeting of financial crime resources on the areas of greatest risk. Procedures in the United Kingdom and European Union are based on guidance and requirements issued both at a national and supranational level.

The FCA and the financial supervisory authorities in the European Union require our entities to have systems and controls in place to enable them to identify, assess, monitor and manage financial crime risk. Accordingly, we have implemented appropriate systems and controls which are proportionate to the nature, scale and complexity of our activities. We provide relevant training to our employees in relation to financial crime. As required, our Money Laundering Reporting Officer, supported by regional compliance functions with financial crime responsibilities, provides regular reports to the Audit & Compliance Committee and Financial Crime Committee on the operation and effectiveness of these systems and controls, including details of our regular assessments of the adequacy of these systems and controls to ensure their compliance with the local regulatory requirements.

We are subject to similar anti-money laundering obligations to those described above in relation to the United States, United Kingdom and European Union for our subsidiaries that are regulated outside of those jurisdictions. Where such obligations exist, we put in place appropriate systems, controls and training to ensure we operate in line with requirements.

### **Data Privacy**

Because we handle, collect, store, receive, transmit and otherwise process certain personal data of our clients and employees, we are subject to federal, state, local and international laws related to the processing, privacy and protection of such data, including the GLBA and the CCPA in the United States, and in Europe, the E.U. GDPR and the U.K. GDPR. Any significant changes to applicable Privacy Requirements or regarding the manner in which we seek to comply with applicable Privacy Requirements, could require us to make modifications to our products, services, policies, procedures, notices, and business practices, including potentially material changes. Such changes could potentially have an adverse impact on our business. Please see *“Risk Factors—Risks Relating to Regulation—Laws and regulations relating to data privacy, the processing of personal information and cross-border data transfer restrictions are complex and continue to evolve and may subject our business to increased costs, legal claims, fines or reputational damage”* for further details.

### **Intellectual Property**

Our key trademarks include MAREX and NEON. We seek to register our key trademarks in the countries where we operate or intend to operate.

We also hold a portfolio of domain name registrations including [www.marex.com](http://www.marex.com), [www.marexspectron.com](http://www.marexspectron.com) and [www.marexsolutions.com](http://www.marexsolutions.com). Our websites are supported and managed by a third-party service provider and hosted on our server.

We have proprietary rights in certain data analytics and technology systems. These include our Neon trading and risk platform and AGILE, the commodity solutions platform used by Marex Solutions and Marex Financial. We also license technology and software from third parties to manage and operate aspects of our business and use open-source software where we believe it is appropriate. Although we believe these licenses are sufficient for the operation of our business, these licenses are typically limited to specific uses and for limited time periods.

We sometimes engage third parties to develop processes, techniques, technology or other intellectual property on our behalf. As a matter of general practice, our contracts with such third parties provide for the assignment of the intellectual property in such developments to Marex or the grant of a license to use such intellectual property in our business. Our employees and direct contractors who are involved in the development of our intellectual property and technology are generally contractually required both to transfer the intellectual property in such developments to us and to maintain the confidentiality of our non-public proprietary information.

### **Employees**

As of December 31, 2023, we directly employed 2,074 people in the United Kingdom, Europe, Asia and North America. In addition, we also had a total of 93 contractors and consultants working with us as of December 31, 2023, amounting to a total of 2,167 FTEs as of December 31, 2023.

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The number of our full-time employees (excluding contractors and consultants) by geography and role are summarized below as of December 31, 2023, 2022 and 2021.

	Year ended December 31,		
	2023	2022	2021
<b>Employees by geography</b>			
United Kingdom	956	794	613
Europe	196	58	53
North America	688	617	359
APAC	171	106	66
Other Regions <sup>1</sup>	63	15	0
<b>Total</b>	<b>2,074</b>	<b>1,590</b>	<b>1,091</b>
<b>Employees by role</b>			
Front-office employees	1,175	858	643
Control and support employees	899	732	448
<b>Total</b>	<b>2,074</b>	<b>1,590</b>	<b>1,091</b>

1. Other regions include South America and Middle East

Our employees in our Paris office are represented by a Works Council. No other employees are represented by labor unions, collective bargaining agreements or other similar agreements.

In 2022 and 2021, we implemented new employee-focused initiatives, including running culture workshops across our business to discuss our values. In 2023, we expanded these offerings and developed the Working with Respect Training, which we piloted with a global cross-section of employees and plan to roll out across the full workforce in 2024. This training will also be mandatory for all new joiners.

We are committed to promoting equality and diversity. Our goal is to build a culture that values meritocracy, fairness and transparency and that actively values differences. We are aware that there are specific challenges in our industry, including the perceived culture and historic gender bias, and are working hard, internally and within the industry, to overcome these challenges. Our analysis has shown that the gender pay gap in the United Kingdom for April 2021, 2022 and 2023 is driven by an under representation of women in senior roles, as opposed to unequal pay in matched roles. The reported gap for 2023 has narrowed, reflecting a small increase of women in more senior and highly paid roles. Accordingly, we are focused on addressing the issue of gender distribution, with the ultimate aim of increasing female numbers across the board, specifically within senior roles that have higher bonus potential.

We also undertake various efforts to build stronger ties with our local communities through fundraising for charity and participating in various educational programs.

## Sustainability

Sustainability is an important part of both our business strategy and our approach to risk management.

In recent years, we have developed an Environmental offering to support clients as they transition to net zero and a low carbon economy. We connect clients to environmental markets through coverage of clean energy, biofuels, recycled metals and carbon management including compliance and voluntary markets. We believe that the markets for these products will continue to grow given the focus of governments and businesses, including our clients, in adopting decarbonization goals and increasing the focus on acting sustainably.

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We established an ESG strategy in 2020, which has evolved in the last few years. We remain committed to our approach to sustainability and our People & Planet Plan and seek to foster working environments where diverse talent can thrive, as well as supporting the global green transition and reducing Marex's own carbon footprint. Our strategy also focuses on aiming to attain high ethical standards, engaging in proactive dialogue with our stakeholders, prioritizing safe and fair treatment of employees and the sustainable use of natural resources within our business operations.

Our approach to sustainability is underpinned by our People and Planet plan, which sets out our key sustainability goals and the underlying measures we expect to use to monitor our progress:

- **People:** Create an environment that is inclusive and diverse so that we can recruit and retain the best talent.
- **People:** Play an active role in growing awareness of opportunities in our industry to broaden the talent pool.
- **Planet:** Become a go-to provider of environmental commodities adapting to our clients' growing decarbonization needs.
- **Planet:** Become a Net-Zero business by 2050, by reducing our environmental impact and carbon footprint and offsetting unavoidable emissions, we are unable to reduce using credible and verified sources.

### **People**

We have a strong culture and are deeply committed to values that revolve around respect, integrity and development so that we treat people the right way. We measure our progress in this area through the use of employee engagement scores based on drivers of engagement and general feedback. From 2019 to 2023, these employee engagement scores have remained stable even through transformational acquisitions. Our staff turnover is also below the industry average reported in the Payscale 2023 Compensation Best Practices report. We also offer a comprehensive suite of well-being services that incorporate support for physical and mental health, including 24/7 access to counseling and emotional support.

We created a DE&I Steering Group and established a cadence of regular events to celebrate and encourage diversity across our operations. We have recently rolled out a pilot mentoring program to develop our pipeline of high performing women within the firm.

We actively promote awareness of our sector with the future workforce and seek to improve perceptions of the industry by engaging with local schools. In London, Marex volunteers provide career coaching to under privileged students through a charitable partnership with Future Frontiers.

Employees also contribute to charities that are meaningful to them and Marex matches these donations through its charity matching policy. In the years ended December 31, 2023 and 2022, Marex donated \$470,419 and \$235,000, respectively, to charities.

### **Planet**

We have two focus areas in managing our environmental impacts: playing a leading role in the environmental markets to help clients meet their sustainability goals and reducing our own operational impacts. We seek to be a part of the transition to an environmentally sustainable and low carbon economy by supporting initiatives across the broader commodities sector and collaborating with others, such as Oxford University's Smith School of Enterprise and the Environment, the Global Mangrove Trust and Kumi Analytics, aiming to deliver a more sustainable future. By working in both



traditional and green industries and facilitating and innovating in these markets, we believe we are well placed to work beyond market silos to make a difference to the sustainability of commodity markets and support the green transition. We also recognize the importance of reducing the direct impacts of our business on the environment and managing the operational impacts of our offices, including travel, IT, energy and our office consumables supply chain. Our initiatives to reduce our environmental impact include increasing our recycling facilities and the implementation of an LED lighting rollout across our offices.

We have progressed well during 2023, with our environmental products and services growing 74% compared to 2022. These comprise 4% of our revenue for the year ended December 31, 2023, representing a clear opportunity for growth in coming years. We saw growth in the fast-growing carbon credits, renewable energy and recycled metals markets, and hope to continue to innovate in these areas in 2024. We also strive to continue to develop new offerings, with clients looking for green transition solutions across the refrigerants, physical biofuel blending and hydrogen markets. We also create bespoke “green” contracts for our clients that pair carbon offsets with underlying commodities.

We are focused on helping our clients and economies achieve their decarbonization objectives. For instance, we are involved in developing Power Purchase Agreements, Renewable Energy Certificates and European Carbon Allowances. As a technology-enabled business, we aim to find ways to integrate technology to help accelerate the lower carbon transition. We also recognize the importance of an industry-wide shift, including by contributing to the dialogue with trade organizations.

We are involved in numerous sustainability initiatives. We are a founding sponsor of the Oxford Program on the Sustainable Future of Capital Intensive Industries, which is a multi-year research program at the Smith School of Enterprise and the Environment at the University of Oxford. The program focuses on the ways that capital-intensive industries, such as mining, oil and gas, infrastructure and construction, can better support current global environmental challenges, including the role of commodity derivatives markets and technology in advancing social objectives. We also provide support processing large datasets with big-data analysis.

We are also engaged in several projects in connection with preventing mangrove deforestation. We have partnered with the Global Mangrove Trust, a Singapore-based not-for-profit involved in the conservation and reforestation of mangrove forests, primarily in Indonesia, Myanmar, Vietnam and India. The Global Mangrove Trust aims to maintain existing mangrove forests, decrease deforestation and rebuild mangrove forests through engagement with the local population. Our investment has supported The Global Mangrove Trust in making new hires, enabling it to access grant funding and increase the scale of its projects. The project has focused on conserving 2,305 hectares of one of the last remaining contiguous mangrove ecosystems in North Sumatra.

In 2022, we achieved our goal of being operationally carbon neutral with respect to our Scope 1 and Scope 2 (but not Scope 3) GHG emissions, primarily through the purchase of carbon offsets derived from our work with OxCarbon described below, with some reductions of our greenhouse gas emissions made through energy efficiency improvements. We cannot guarantee that we will be able to maintain operational carbon neutrality in the future due to, among other things, the impact to our carbon footprint of entities we have recently acquired and may be acquiring in the future, changes in laws or public perception of our carbon goals, as well as changes in the availability or pricing of high quality carbon credits. However, we remain committed to reaching net zero by 2050 or sooner, and we invested in sustainability data management tools, team resources and training to allow us to create a detailed transition plan in the years ahead. We have also continued our innovative work with the Global Mangrove Trust, OxCarbon and other partners to develop scalable, verifiable carbon offset methodologies using satellite technology, while preserving and restoring mangrove forests in Southeast Asia. While we work towards net zero, we remain committed to using carbon credits from the OxCarbon/Global Mangrove Trust project we support in North Sumatra to offset our Scope 1 and 2 GHG emissions.

Through our joint venture with the Oxford Smith School, we also supported the creation of a University of Oxford spin-off company OxCarbon, alongside Kumi Analytics. OxCarbon sets out to generate a credible, verifiable carbon sequestration methodology using remote, satellite-based verification. It hosts all project data gathered in connection with the mangrove projects, which is then submitted to a peer review process for validation. Any funds generated by OxCarbon are used to support the growth of the carbon offset market, with any surplus funds passed to the Smith School of Enterprise and the Environment.

This is part of a broader initiative to lower the cost of verifying carbon credits using satellite data and AI, with OxCarbon publishing the information about the carbon credit to provide transparency. Our collective ambition is for OxCarbon credits to become an industry standard, so that carbon offsetting is seen as genuine, impactful and accurately measurable, enabling organizations to realize their net zero ambitions. Our involvement in these projects goes beyond providing financial backing, with active involvement from employees who provide expertise and data across commodity, environmental and derivatives markets.

### Legal Proceedings

We are subject to various legal and regulatory proceedings, claims and actions. Although the outcome of these proceedings, claims and actions cannot be predicted with certainty, we do not believe that the outcome of any such proceedings, claims and actions would, in our management's judgment, have a material adverse effect on our financial condition or results of operation, nor are we aware of any material legal and regulatory proceedings, claims and actions threatened against us. See "Risk Factors" for more information.

### Properties

We lease our principal properties, which are used as office space. Our global headquarters are in London, United Kingdom and consist of approximately 37,000 square feet of space under lease agreements that expire in October 2025.

Our principal properties are summarized below.

<u>Country</u>	<u>Location</u>	<u>Occupancy type</u>	<u>Lease end date</u>
United Kingdom	London	Leased	October 2025
United States of America	New York	Leased	July 2030
United States of America	Chicago	Leased	December 2029

## MANAGEMENT

### Executive Officers and Board of Directors

The following table sets forth information regarding our executive officers and board of directors as of the date of this prospectus:

Name	Age	Position
<b>Executive Officers</b>		
Ian Lowitt	60	Chief Executive Officer and Director
Rob Irvin	46	Chief Financial Officer and Director
Paolo Tonucci	55	Chief Strategist and CEO of Capital Markets
Simon van den Born	56	President
Thomas Texier	50	Head of Clearing
Nilesh Jethwa	45	Chief Executive Officer of Marex Solutions
<b>Board of Directors</b>		
Robert Pickering	64	Chair
Madelyn Antoncic	71	Director
Konstantin Graf von Schweinitz	63	Director
Sarah Ing	57	Director
Linda Myers	59	Director
Roger Nagioff	59	Director
John W. Pietrowicz*	59	Director
Henry Richards*	39	Director

\* Appointment as a director subject to the completion of this offering.

Unless otherwise indicated, the current business addresses for our executive officers and the members of our board of directors is 155 Bishopsgate, London, EC2M 3TQ, United Kingdom.

#### Executive Officers

The following is a brief summary of the business experience of our executive officers.

**Ian Lowitt** has served as our Chief Executive Officer since January 2016 and on our board of directors since November 2012. Mr. Lowitt joined us in November 2012 as Chief Financial Officer. From 2008 to 2012, Mr. Lowitt was at Barclays Bank where, after the acquisition of Lehman Brothers, he managed the integration of the businesses and support functions and served as the Chief Operating Officer of Barclays Wealth America. From 1994 to 2008, Mr. Lowitt worked at Lehman Brothers in a variety of roles, including Head of Corporate Development and Strategy, Global Treasurer and Head of Tax, Chief Administrative Officer (Europe), Co-Chief Administrative Officer and later as Chief Financial Officer. Mr. Lowitt holds a Master of Science in Economics and a Master of Arts in Philosophy, Politics and Economics from the University of Oxford, which he attended as a Rhodes Scholar, and a Bachelor of Science and a Master of Science in Electrical Engineering from University of Witwatersrand in Johannesburg.

**Rob Irvin** joined us as Chief Financial Officer in March 2023 and has served on our board of directors since May 2023. From 2011 to 2022, Mr. Irvin worked at HSBC, where he held Chief Financial Officer roles for both the Private Bank and Investment Banking divisions. Mr. Irvin is a Chartered Accountant, having started his career at Deloitte. Mr. Irvin holds a Bachelor of Arts with Honors in Economics and Social History from University of York.

**Paolo Tonucci** has served as our Chief Strategist and CEO of Capital Markets since May 2023. Mr. Tonucci joined us in May 2018 as Chief Operating Officer and served as Chief Financial Officer between October 2020 and April 2023. From June 2014 to April 2018, Mr. Tonucci served as Group Treasurer at the Commonwealth Bank of Australia based in Sydney, where he was responsible for funding, capital, asset and balance sheet management and investment of group liquidity. From September 2008 to December 2013, Mr. Tonucci served as the Head of Balance Sheet Management and later as the Head of Funding and Liquidity and Head of Africa Treasury at Barclays. From December 1996 to September 2008, Mr. Tonucci worked at Lehman Brothers in London and New York in various roles including Global Head of Asset and Liability Management, Global Head of Financial Planning, International Treasurer and later as Global Treasurer, where he sat on the board of several management committees. Mr. Tonucci is a Chartered Accountant and holds a Master of Arts in Economics from the University of Cambridge.

**Simon van den Born** has served as our President since June 2019. Mr. Van Den Born joined us in 2010 as Managing Director and Global Head of Metals and served on our board of directors from January 2016 to February 2021. From 2004 to 2010, Mr. Van Den Born worked at Valhalla Capital Management as a Portfolio Manager, and from 1994 to 2002, he worked at Goldman Sachs in the Commodity Index and Metals teams.

**Thomas Texier** has served as our Head of Clearing since July 2020. From April 2015 to July 2020, Mr. Texier served as Managing Director and later as Chief Operating Officer of R.J. O'Brien's London business, where he was responsible for the global IT organization and served on their Executive Committee. From July 2002 to March 2015, he held several roles at Kyte Group London, prior to which he served as Operations Manager at FCT Europe Limited between August 2001 and June 2002 and as Deputy General Manager at Société Générale in Japan between November 1997 and July 2001. Mr. Texier holds a Master of Management from the Kedge Business School in France.

**Nilesh Jethwa** is Chief Executive Officer of our Marex Solutions business, which he set up in 2017. From July 2015 to December 2016, Mr. Jethwa worked at Leonteq, which he helped launch and ultimately went public on the Swiss Stock Exchange, where he ran their Markets Division, managing trading, sales, structuring, quantitative analytics and treasury. From July 2000 to March 2008, he worked at Lehman Brothers as an Executive Director and the Head of Single Stock Exotics, trading for Europe and the Middle East. Mr. Jethwa is also a Trustee of Noah's Ark Children's Hospice. Mr. Jethwa holds a Master of Arts in Mathematics from the University of Cambridge.

#### **Board of Directors**

The following is a brief summary of the business experience of our board of directors.

**Robert Pickering** has served on our board of directors since September 2021, becoming Senior Independent Director in March 2022 and then Chair of the board in October 2023. Mr. Pickering previously served on the board of directors of Itau BBA, the investment banking arm of Itau Unibanco. From 1985 to 2008, Mr. Pickering held a variety of positions at Cazenove, where he built its financial advisory practice and grew its wealth management division, becoming its first Chief Executive. Robert also negotiated and led Cazenove's successful joint venture with JPMorgan in 2004. Since leaving Cazenove, Mr. Pickering has focused on a portfolio career, acting as an advisor to private individuals and boards, mainly in financial services. Mr. Pickering's extensive experience on various boards has included a variety of corporate transactions including IPOs, mergers, fundraisings and private equity. Mr. Pickering holds a Master of Arts in Law from the University of Oxford.

**Madelyn Antoncic** has served on our board since January 2024. A Ph.D. Economist, she is currently Senior Fellow at New York University, Development Research Institute. Prior to this role, from November 2019 to November 2021, Dr. Antoncic advised the United Nations Conference on Trade and Development on Sustainable Development Goals Reporting as both Senior Advisor to UNCTAD and the CEO of the Global Algorithmic Institute, an NGO early-stage start-up of its parent Global AI, where she was also Partner. From February 2017 to November 2017, she was the CEO of SASB. Dr. Antoncic was also an executive director at Principal Global Investors from 2015 to 2017, and from 2011 to 2015, she was the World Bank Vice-President and Treasurer. From 1985 to 2011, Dr. Antoncic held senior positions at Goldman Sachs, Barclays and Lehman Brothers, and from 1983 to 1985, she was an economist at the Federal Reserve Bank of New York. Dr. Antoncic sits on the boards of ACWA Power, KSA and Weill Cornell Medicine. She holds a Ph.D. in Economics with a minor in Finance from New York University, a Master of Philosophy in Economics with a minor in Finance from New York University and a Bachelor of Arts, summa cum laude, in Business and Public Management from Southampton College, New York. Dr. Antoncic has published widely on sustainability and other topics, is a frequent speaker at various high-level fora, is a recipient of numerous awards and is a Member of the Editorial board of the Journal of Risk Management in Financial Institutions.

**Konstantin Graf von Schweinitz** has served on our board of directors since September 2021 and as Chair of the Risk Committee since August 2022. Prior to these roles, from 1988 to 2007, Mr. Graf von Schweinitz held a variety of executive positions at Kleinwort Benson and then Dresdner Group, including Head of Risk Management for investment banking. Mr. Graf von Schweinitz also serves as an independent chair of SG Kleinwort Hambros Bank and as a non-executive director at Egerton Capital. He holds Bachelor of Arts and Master of Arts degrees in History and Economics from the University of Oxford.

**Sarah Ing** has served on our board of directors since July 2021, serving as Senior Independent Director since October 2023 and as Chair of the Audit and Compliance Committee since March 2022. Ms. Ing worked in audit and corporate finance, following which she was an equity research analyst covering the general financials sector from 2008 to 2017. Ms. Ing founded a hedge fund investment management business between 2004 and 2008. She currently serves as an independent non-executive director and committee chair at CMC Markets plc and XPS Pensions Group plc and as a non-executive director on the board of City of London Investment Group plc. Ms. Ing is a chartered accountant and holds a Bachelor of Science with Honors from Durham University.

**Linda Myers** has served on our board of directors since January 2024 and was appointed Chair of our Remuneration Committee in January 2024. Until 2022, Ms. Myers was a senior partner Kirkland & Ellis LLP. During her tenure at Kirkland & Ellis, she served on the firm's global management committee from 2010 to 2020, chaired the committee responsible for firm policies, served on two committees responsible for compensation and established a number of diversity-focused task forces and initiatives. Ms. Myers also serves as the chair of the board of directors of the National Philanthropic Trust and on the boards of directors for Gibraltar Industries and LCI Industries. She holds a Bachelor of Arts in International Relations and Economics from the University of Wisconsin-Madison and a Juris Doctorate from the Georgetown University Law Center.

**Roger Nagioff** has represented JRJ Group on our board since 2010. Mr. Nagioff is a founding partner of JRJ Group, and from 1997 to 2008, he served in various senior executive positions at Lehman Brothers, including Global Head of Fixed Income, Chief Operating Officer for Europe and Co-Head Global Equities. Prior to that, between 1989 and 1997, Mr. Nagioff held a variety of senior positions in the Equities division at NatWest Markets. He holds a Bachelor of Arts degree in Law from what is now the University of London.

**John W. Pietrowicz** served as Chief Financial Officer of the CME Group from 2014, until his retirement in April 2023. Mr. Pietrowicz began his career at the CME Group in 2003, where he served on the management team at the CME Group beginning in 2010. From 2012 to 2023, Mr. Pietrowicz also served as a director of S&P Dow Jones Indices LLC, and from 2020 to 2023, he served on the board of the World Federation of Exchanges. From 2018 to 2022, Mr. Pietrowicz served on the Financial Accounting Standards Board Advisory Committee, and from 2012 to 2016, he served on the board of Bolsa Mexicana de Valores. Before joining the CME Group, Mr. Pietrowicz served as Chief Financial Officer for The Merchants' Exchange, an electronic commodities exchange based in Chicago. Mr. Pietrowicz also held financial leadership positions for Ameritech, after beginning his career as an auditor for Arthur Andersen. Mr. Pietrowicz holds a Bachelor of Business Administration in accounting from the University of Notre Dame and a Master of Business Administration in Finance from Loyola University Chicago. He is also a Certified Public Accountant.

**Henry Richards** was a director on our board from 2018 to 2021, representing JRJ Group. Mr. Richards has 15 years of experience in investment banking and private equity, with special focus on financial services. Since 2015, Mr. Richards has been at JRJ Group, holding the role of Principal since 2018. From 2014 to 2015, Mr. Richards was a senior associate at Partners Capital LLP. Prior to that, Mr. Richards was an investment banker at JP Morgan between 2010 and 2014. He holds a Bachelor of Arts (Honours) degree in Classics from Durham University.

### Composition of our board of directors

Upon completion of this offering, our board of directors will consist of ten members. Our board is expected to determine that Robert Pickering, Sarah Ing, Konstantin Graf von Schweinitz, Linda Myers, Madelyn Antoncic and John W. Pietrowicz do not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is "independent" as that term is defined under the rules of Nasdaq. There are no family relationships among any of our directors.

### Foreign Private Issuer Status

As a foreign private issuer whose shares will be listed on Nasdaq, we will have the option to follow certain U.K. corporate governance practices rather than those of Nasdaq, except to the extent that such laws would be contrary to U.S. securities laws and *provided* that we disclose the practices we are not following and describe the home country practices we are following. We intend to rely on this "foreign private issuer exemption" with respect to the following requirements:

- We do not intend to follow Nasdaq Rule 5620(c) regarding quorum requirements applicable to meetings of shareholders. Such quorum requirements are not required under English law. In accordance with generally accepted business practice, our amended and restated articles of association and the Companies Act provide alternative quorum requirements that are generally applicable to meetings of shareholders.
- We do not intend to follow Nasdaq Rule 5635(c) regarding shareholder approval requirements for the issuance of securities in connection with a stock option or purchase plan that is established or materially amended or other equity compensation arrangement is made or materially amended.
- We do not intend to follow Nasdaq Rule 5635(d) regarding shareholder approval requirements for the issuance of more than 20% of the outstanding ordinary shares of the issuer.
- We do not intend to follow Nasdaq Rule 5605(d)(2), which requires that a listed company must have a remuneration committee composed entirely of independent directors and that they

satisfy the additional independence requirements specific to remuneration committee membership set forth in Nasdaq Rule 5605(d)(2).

- We do not intend to follow Nasdaq Rule 5605(e), which requires that director nominees must either be selected, or recommended for the board's selection, either by independent directors constituting a majority of the board's independent directors in a vote in which only independent directors participate, or a nomination committee comprised solely of independent directors.

Except as stated above, we intend to comply with the rules generally applicable to U.S. domestic companies listed on Nasdaq. We may in the future decide to use other foreign private issuer exemptions with respect to some or all of the other Nasdaq listing requirements. Following our home country governance practices, as opposed to the requirements that would otherwise apply to a company listed on Nasdaq, may provide less protection than is accorded to investors under Nasdaq listing requirements applicable to domestic issuers.

We expect to maintain our status as a foreign private issuer under the applicable corporate governance requirements of the rules and regulations adopted by the SEC and other existing rules. Accordingly, our shareholders may not have the same protections afforded to shareholders of companies that are subject to all of the corporate governance requirements of Nasdaq. See "*Description of Share Capital and Articles of Association*" for an overview of our corporate governance principles.

### **Board Committee Composition**

The board has established, or will establish prior to the completion of this offering, an audit and compliance committee, a remuneration committee, a nomination and corporate governance committee and a risk committee.

### **Audit and Compliance Committee**

The audit and compliance committee, which is expected to consist of Sarah Ing, Linda Myers, Madelyn Antoncic and Konstantin Graf von Schweinitz, will assist the board in overseeing our accounting and financial reporting processes and the audits of our financial statements. Sarah Ing will serve as Chair of the committee. The audit and compliance committee will consist exclusively of members of our board who are financially literate, and Sarah Ing is considered an "audit committee financial expert" as defined by the SEC. Our board has determined that Sarah Ing, Linda Myers, Madelyn Antoncic and Konstantin Graf von Schweinitz each satisfies the "independence" requirements set forth in Rule 10A-3 under the Exchange Act. The audit and compliance committee will be governed by a charter, or terms of reference, that complies with Nasdaq listing rules.

Upon the completion of this offering, the audit and compliance committee will be responsible for, among other things:

- monitoring the integrity of our financial statements and related disclosures;
- reviewing and discussing with management and our external auditor the adequacy of the Company's internal financial controls;
- the appointment, compensation, retention and oversight of any accounting firm engaged for the purpose of preparing or issuing an audit report or performing other audit services;
- evaluating our external auditor's objectivity and independence;
- pre-approving the audit services and non-audit services to be provided by our external auditor before the auditor is engaged to render such services;

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- establishing procedures for the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters, and for the confidential and anonymous submission by Company employees of concerns regarding questionable accounting or auditing matters;
- approving or ratifying any related person transaction (as defined in our related person transaction policy) in accordance with our related person transaction policy; and
- reviewing our Code of Conduct (as defined below).

The audit and compliance committee will meet as often as one or more members of the audit and compliance committee deem necessary, but in any event will meet at least once per quarter. The audit and compliance committee will meet at least once per year with our independent accountant, without our management being present.

### **Remuneration Committee**

The remuneration committee, which is expected to consist of Linda Myers, Robert Pickering, Sarah Ing, Madelyn Antoncic and Konstantin Graf von Schweinitz, will assist the board in determining the remuneration policy and practices of the Company for executive directors' remuneration and to design and determine the remuneration for the Chair of the board, executive directors and senior management. Linda Myers will serve as Chair of the committee. Under SEC and Nasdaq listing rules, there are heightened independence standards for members of the remuneration committee, including a prohibition against the receipt of any compensation from us other than standard director fees. Our board has determined that Linda Myers, Robert Pickering, Sarah Ing, Madelyn Antoncic and Konstantin Graf von Schweinitz each satisfies the heightened independence standards under SEC and Nasdaq listing rules.

Upon the completion of this offering, the remuneration committee will be responsible for, among other things:

- determining the policy for remuneration of our employees;
- determining the total individual remuneration package of our executive directors, the Chair of the board and material risk takers for each year;
- approving the strategic, risk and financial measures with respect to the compensation of our Chief Executive Officer;
- overseeing the evaluation of our executive officers other than the Chief Executive Officer and, after considering such evaluation, to review and set, or make recommendations to the board regarding the remuneration of such executive officers;
- reviewing, approving and recommending to the board for approval as necessary, all aspects of our incentive plans; and
- administering and overseeing our compliance with the compensation recovery policy.

### **Nomination and Corporate Governance Committee**

The nomination and corporate governance committee, which is expected to consist of Robert Pickering, Sarah Ing, Madelyn Antoncic and Konstantin Graf von Schweinitz, will assist our board in identifying individuals qualified to become members of our board consistent with criteria established by our board and in developing our corporate governance principles. Robert Pickering will serve as Chair of the committee.



Upon the completion of this offering, the nomination and corporate governance committee will be responsible for, among other things:

- identifying and recommending director candidates to the board for approval;
- reviewing our succession plans;
- reviewing and evaluating the structure and performance of our board;
- recommending nominees for selection to our board's committees;
- developing and implementing appropriate corporate governance arrangements; and
- overseeing sustainability and ESG matters, including diversity, equity and inclusion matters.

### **Risk Committee**

The risk committee, which is expected to consist of Konstantin Graf von Schweinitz, Sarah Ing, Madelyn Antoncic and Roger Nagioff, will assist the board in overseeing and providing advice to the board on our current risk exposure and future risk strategies. Konstantin Graf von Schweinitz will serve as Chair of the risk committee.

The risk committee's responsibilities will include:

- overseeing the day-to-day risk management, internal control systems and oversight arrangements of senior management;
- assessing our current risk exposures, including credit/counterparty risk, market risk, liquidity risk, combined risk, operational risk, information technology risks, including cybersecurity and data privacy; and
- advising the board on risk strategy.

### **Appointment Rights**

Pursuant to our shareholders' agreement that terminates upon the completion of this offering, certain of our shareholders had rights to appoint members of our board of directors. Our director Roger Nagioff and director nominee Henry Richards were nominated by Amphitryon Ltd. on behalf of JRJ Investor 1 LP.

Pursuant to the shareholders' agreement that will be in effect upon completion of this offering, certain of our shareholders will have rights to appoint members of our board of directors. See "*Certain Relationships and Related Party Transactions — Shareholders' Agreement.*"

### **Code of Conduct**

We have adopted a code of business conduct and ethics (the "Code of Conduct"), which covers a broad range of matters including the handling of conflicts of interest, dealing with corporate opportunities, handling confidential information and compliance with laws and regulations. This Code of Conduct applies to all of our executive officers, directors and employees.

### **Executive Officer and Director Compensation**

The total aggregate amount of remuneration paid and benefits in kind provided to our executive officers and directors for services in all capacities for the year ended December 31, 2023 was \$33.3 million. Of that aggregate amount, \$10.8 million related to remuneration paid to members of our

board of directors. These aggregate amounts include remuneration paid, bonuses paid for the year, amounts received under the incentive plans described below under “—*Equity Incentive Plans*,” contributions to pensions and other retirement benefits, excess retirement benefits, compensation for loss of office and consideration paid to third parties for directors’ services. For the year ended December 31, 2023, the highest paid director received remuneration of \$6.1 million. We paid compensation to past directors in respect of loss of office in an aggregate amount of \$228 thousand during the year ended December 31, 2023.

We do not set aside or accrue any amounts to provide pension, retirement or similar benefits to members of our board of directors or executive officers, although we made defined contribution pension contributions on behalf of, and paid pension allowances to, our directors and executive officers, which are included in the aggregate total above. We do not currently maintain any profit sharing plan for the benefit of our executive officers or directors.

During the year ended December 31, 2023, pursuant to our equity incentive plans described under “—*Equity Incentive Plans*,” we granted awards to our executive officers and directors in the aggregate amount of \$12.2 million, of which \$3.2 million was awarded to the highest paid director. During the year ended December 31, 2023, five executive officers and directors had vestings under the 2021 DBP. As described below, our executive officers and other employees receive discretionary bonuses, which may be included in a deferred bonus plan or other incentive plan as relevant to such employee. See “—*Equity Incentive Plans*.”

### **Executive Officer and Director Agreements**

We have entered into written employment agreements with each of our executive officers. These agreements provide for notice periods of 12 months for termination of the agreement by us or by the relevant executive officer, during which time the executive officer will continue to receive base salary and benefits. These agreements also contain customary provisions regarding non-competition, confidentiality of information and assignment of inventions. However, the enforceability of the non-competition provisions may be limited under applicable law.

### **Equity Incentive Plans**

Options and other equity incentive awards are outstanding under the equity incentive arrangements summarized below. The summaries below are qualified in their entirety by reference to the actual text of the plans or arrangements, which are filed as exhibits to the registration statement of which this prospectus is a part.

The number of awards and other interests held by directors and executive officers pursuant to the below arrangements is included in “*Principal and Selling Shareholders*” below.

### **Warrants**

In 2012, we granted a warrant to Simon van den Born, our President, which will vest immediately prior to the completion of this offering, resulting in a right for him to purchase 875,171 non-voting ordinary shares for \$4.00 per non-voting ordinary share (the “SvdB Warrant”). If not exercised, the SvdB Warrant will lapse upon the completion of this offering.

It is currently expected that Mr. van den Born will exercise the SvdB Warrant and that non-voting ordinary shares will be issued to him immediately prior to completion of this offering, as part of the Reorganization as described in the section entitled “*Description of Share Capital and Articles of*

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*Association*” below. A proportion of the ordinary shares acquired by Mr. van den Born will be sold on his behalf immediately following the completion of this offering to satisfy the in aggregate \$3.5 million exercise price payable to exercise the SvdB Warrant and any required tax withholding in any jurisdiction.

In 2019, we granted a warrant to Ian Lowitt, our CEO, entitling him to acquire 268,282 non-voting ordinary shares for \$ per non-voting ordinary share (the “IL Warrant”). Upon the completion of this offering, the IL Warrant will be terminated, and Mr. Lowitt will be issued 262,282 ordinary shares in connection therewith on or shortly following the twelve-month anniversary of the completion date of this offering (subject to earlier distribution in the event of certain corporate events that occur prior to such twelve-month anniversary). In addition, the ordinary shares will not be distributed to Mr. Lowitt in connection with the termination of the IL Warrant in the event Mr. Lowitt is deemed to be a “bad leaver” at any time prior to the twelve-month anniversary of the completion date.

### **Growth Shares**

We have offered multiple series of growth shares to our employees, including directors and senior managers, since 2010 (the “Growth Shares”). Growth Shares participate in the value of the Company above an initial threshold market capitalization, set at a premium to the market capitalization at the time Growth Shares were issued. The economic value of each “series” of Growth Share is therefore different, as a result of the changing market capitalization of the Company over the period in which Growth Shares have been issued.

In circumstances where Growth Shares were acquired by U.K. employees for an amount equal to or greater than their “unrestricted market value” for U.K. tax purposes, no income tax or national insurance liabilities arose on acquisition. In circumstances where Growth Shares were acquired by U.K. employees for less than their market value, this gave rise to income tax and national insurance liabilities, which were paid at the time of acquisition. Certain of our employees were offered loans by the Company to satisfy the tax liabilities arising on acquisition of the Growth Shares; these loans will be repaid out of the proceeds of redemption of the Growth Shares, as referred to below.

All employees in the United Kingdom entered into elections under section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”) at the time of acquisition of Growth Shares, and, where relevant, tax liabilities were calculated accordingly.

Growth Shares will “vest” immediately prior to completion of this offering, entitling holders to have their Growth Shares redeemed for either: (i) a cash payment equal to the value of their Growth Shares; or (ii) non-voting ordinary shares with equivalent value, in each case subject to deductions for any required tax withholding in any jurisdiction and to repay the loans referred to above.

The value of the Growth Shares, and the resulting number of non-voting ordinary shares required to be issued to satisfy them, is calculated in accordance with our amended and restated articles of association. In summary, the Growth Shares are valued as follows:

- an estimated value of each relevant series of Growth Share is calculated based on an estimated value attributable to the Company as at the date of completion of this offering determined by reference to the assumed initial public offering price;
- this estimate is adjusted to reflect variations of capital and/or distributions of capital to shareholders that have occurred in the period since the relevant series of Growth Share was issued;

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- the “Initial Price” (as defined in the articles of association, being the value attributable to the Company at the time the relevant series of Growth Shares was issued) is deducted from this adjusted estimated valuation of the Company; and
- the resulting figure is divided between the aggregate number of ordinary shares, non-voting ordinary shares and Growth Shares in issue (calculated on a fully diluted basis where all awards referred to in this *Incentive Plans* section are satisfied using non-voting ordinary shares).

In accordance with the terms upon which the 2016, 2019 and 2020 series of Growth Shares were issued, upon completion of this offering, holders of those Growth Shares may also receive a cash payment or be issued additional ordinary shares reflecting the value of dividends paid by Marex since their respective Growth Shares were issued (the “dividend adjustment”).

Each recipient of the series 2020 Growth Shares is subject to lock-up arrangements pursuant to which each recipient may not transfer any interest in such number of series 2020 Growth Shares within one year of completion of this offering in excess of 33% of the recipient’s series 2020 Growth Shares and within two years of completion of this offering in excess of 66% of the recipient’s series 2020 Growth Shares (unless we determine otherwise).

Based on an initial public offering price of \$                      per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, the Growth Shares have an aggregate value of \$                      (including the value of cash or additional ordinary shares payable to holders of 2016, 2019 and 2020 series of Growth Shares to reflect the dividend adjustment).

The redemption of Growth Shares and payment of cash or delivery of non-voting ordinary shares to holders in satisfaction will take place immediately prior to completion of this offering as part of the Reorganization. Any non-voting ordinary shares acquired in exchange for Growth Shares will be re-classified as ordinary shares at the same time as other non-voting ordinary shares, as described in the section entitled “*Description of Share Capital and Articles of Association.*”

Where Growth Shares are satisfied using cash, sufficient cash will be withheld to satisfy any tax withholding or loan repayment.

### **Growth Options**

Series 2010 Growth Options are currently held by our current and former employees (the “Series 2010 Growth Options”). The value of the Series 2010 Growth Shares underlying the Series 2010 Growth Options is calculated in the manner described in the *Growth Shares* section above. The Series 2010 Growth Options have an aggregate value of \$                      .

Series 2010 Growth Options will “vest” immediately prior to completion of this offering, entitling holders to have their Series 2010 Growth Options redeemed for a cash payment equal to the value of their Series 2010 Growth Options. We have also offered holders the ability to instead receive Series 2010 Growth Shares with equivalent value. In each case they are subject to deductions for any required tax withholding in any jurisdiction. Any Series 2010 Growth Shares delivered in satisfaction of Series 2010 Growth Options will then be redeemed for non-voting ordinary shares in the same manner as described in the *Growth Shares* section above. Cash and/or Series 2010 Growth Shares will be delivered to holders of Series 2010 Growth Options immediately prior to the conversion of Growth Shares into non-voting ordinary shares, as described in the section entitled “*Description of Share Capital and Articles of Association—Reorganization*” below.

Where Series 2010 Growth Options are satisfied using cash, sufficient cash will be withheld to satisfy the tax withholding requirement referred to above.

### ***Nil-Cost Options***

Nil-cost options over non-voting ordinary shares are currently held by current and former employees pursuant to our 2007 Employee Share Purchase Plan (“Nil-cost Options”). All Nil-cost Options are vested. Nil-cost Options shall remain outstanding over ordinary shares following completion of this offering. Nil-cost Options may be exercised at any time following completion of this offering.

## **Retention LTIP, LTIP, 2021 DBP and 2022 DBP**

### ***Provisions Common to the Retention LTIP, LTIP, 2021 DBP and 2022 DBP***

***Form of awards:*** Awards take the form of a conditional right to receive non-voting shares which are automatically transferred to the participant following vesting.

***Non-transferable and non-pensionable:*** Awards are non-transferable, save to personal representatives following death, and do not form part of pensionable earnings.

***Source of Shares:*** Shares may be newly issued, transferred from treasury or market purchased for the purposes of the Retention LTIP (as defined below), LTIP, 2021 DBP and 2022 DBP.

***Variation of capital:*** The number of shares subject to awards may be adjusted, in such manner as our board or the remuneration committee may determine, following any variation of share capital of the Company or a demerger of a substantial part of our business, a special dividend or a similar event affecting the value of shares to a material extent.

***Dividend equivalents:*** Participants may receive an additional payment (or ordinary shares of equivalent value) equal to the dividends which would have been paid during the vesting period. Cash dividend equivalents will be paid following the expiry of any applicable retention period.

***Corporate actions:*** In the event of a change of control, scheme of arrangement or voluntary winding up of the Company (not being an internal corporate reorganization), unless otherwise required by the remuneration requirements of SYSC 19G applicable to our business, awards granted under the Retention LTIP, 2021 DBP and 2022 DBP will vest early subject, in the case of awards granted under the Retention LTIP to:

- the extent that the performance conditions have been satisfied at that time; and
- unless the remuneration committee decides it is inappropriate to do so, such reduction in the size of award as the remuneration committee determines appropriate having regard to time elapsed in the normal vesting period and such other factors as it considers appropriate.

If a demerger, special dividend or other similar event is proposed which, in the opinion of the remuneration committee, would affect the market price of ordinary shares to a material extent, then the remuneration committee may decide that awards will vest on the basis set out above.

However, LTIP awards will not vest early in the event of a change of control, scheme of arrangement or voluntary winding up of the Company. For all LTIP awards, and those Retention LTIP, 2021 DBP and 2022 DBP awards which do not vest early but instead remain outstanding on such an event, the remuneration committee has a discretion to make such adjustments to the award, including converting it into a cash-based award, as the remuneration committee may determine, to reflect the event.

In the event of an internal corporate reorganization awards will be replaced by equivalent new awards over shares in a new holding company unless the remuneration committee decides that awards should vest on the basis set out above.

**Alterations:** The board may amend the rules of the Retention LTIP, LTIP, 2021 DBP and 2022 DBP as it considers appropriate save that an amendment to the detriment of participants requires their individual or the consent of 75% as a class.

**Malus and clawback:** The remuneration committee may apply malus or clawback where at any time before or within five years following grant it determines that our financial results were misstated or that an error was made in any calculation or in assessing performance, which resulted in the number of shares in respect of which the award was granted or vested being more than it should have been. The remuneration committee may also apply clawback before or within five years following grant where it determines that, at any time prior to the later of the vesting of an award or the expiry of any retention period:

- the participant committed misconduct that justified, or could have justified, dismissal;
- the participant's action or omission has contributed to reputational damage to any member of our group;
- there has been corporate failure of any member of our group;
- there has been a failure of risk management; or
- the participant has breached any codes of conduct operated by any member of our group; or has failed to meet the required standards of fitness and conduct imposed by any regulatory body.

A clawback may be satisfied in a number of ways, including by reducing the amount of any future bonus, by reducing the vesting of any subsisting or future awards, by reducing the number of shares under any vested but unexercised option and/or by either one or both of a requirement to make a cash payment or transfer of shares to us. The circumstances or period over which malus and clawback may be applied shall be adjusted by the remuneration committee to the extent required to comply with any regulatory requirements applicable to our business and/or individual participants. For awards granted under the Retention LTIP, 2021 DBP and 2022 DBP, the clawback provisions will not apply following the occurrence of a takeover or similar corporate event.

#### **Retention Long-term Incentive Plan ("Retention LTIP")**

One-off awards were granted to senior employees under the Retention LTIP over in aggregate non-voting ordinary shares.

Retention LTIP awards will not be impacted as a result of completion of this offering, other than being adjusted to remain outstanding over ordinary shares. Retention LTIP awards will remain capable of vesting on their normal vesting date, being the date of publication of our audited annual financial results for the year ended December 31, 2024, subject to achievement of applicable performance conditions.

If the remuneration committee so determines, an award may be satisfied in whole or in part by a cash payment as an alternative to the issue or transfer of ordinary shares.

Where a participant ceases to hold office or employment with our group (or gives or receives notice) other than for a "Good Leaver" reason (as defined below) under the Retention LTIP on or after the second and before the third anniversary of grant, their Retention LTIP award will immediately lapse

as to 33%. The remaining portion of the award will remain outstanding and capable of vesting on its normal vesting date subject to the application of the performance conditions, provided that the award shall immediately lapse if the remuneration committee determines that the participant has been (or will be) employed or otherwise engaged to provide services to any competitor or restricted business or in circumstances where malus or clawback may be applied to that participant (“Bad Leaver” circumstances).

If a participant ceases to hold office or employment because of: death, injury, disability, sale of their employing company or business unit, or other circumstances as determined at the discretion of the remuneration committee (“Good Leaver” reasons), their award will remain outstanding and capable of vesting on its normal vesting date (subject to pro-ratio or such earlier date as the remuneration committee may determine in its discretion), provided that their award shall immediately lapse if Bad Leaver circumstances apply before the normal vesting date. The extent to which an award will vest in a Good Leaver situation will depend on:

- the extent to which the performance conditions have, in the opinion of the remuneration committee, been satisfied over the performance period; and
- unless the remuneration committee decides it is inappropriate to do so, such reduction in the size of award as the remuneration committee determines appropriate having regard to time served in the normal vesting period, and such other factors as it considers appropriate.

#### **2021 Deferred Bonus Plan (“2021 DBP”)**

The 2021 DBP was operated in connection with annual bonuses paid to employees for the financial year ended December 31, 2021 and provided for the remuneration committee to require deferral of a portion of employees’ 2021 annual bonuses into the form of non-voting ordinary shares (such portion being determined by the remuneration committee). In aggregate, 2021 DBP awards are outstanding over non-voting ordinary shares. 2021 DBP awards will not be impacted as a result of completion of this offering, other than being adjusted to remain outstanding over ordinary shares.

50% of outstanding 2021 DBP awards are due to be settled shortly following completion of this offering, and the remaining balance is expected to vest following publication of our audited annual financial results for the year ended December 31, 2024 (in each case, subject to certain vesting conditions set out in the 2021 DBP). The remuneration committee may reduce vesting levels where it considers it appropriate to do so to reflect such factors as it considers to be relevant.

Where a participant ceases to hold office or employment with our group (or gives notice) other than for a “Good Leaver” reason (as defined below) under the 2021 DBP prior to vesting, any unvested portion of the 2021 DBP award will immediately lapse in full.

If a participant ceases to hold office or employment because of: death, injury, disability, sale of their employing company or business unit, redundancy, mutual agreement or other circumstances as determined at the discretion of the remuneration committee (“Good Leaver” reasons), their award will remain outstanding and capable of vesting on its normal vesting date or such earlier date as the remuneration committee may determine.

#### **2022 Deferred Bonus Plan (“2022 DBP”)**

The 2022 DBP was first operated in connection with annual bonuses paid to employees for the financial year ended December 31, 2022 and provides for the deferral of at least 50% of “Material Risk Takers” 2022 annual bonuses into an award over non-voting ordinary shares and for the remuneration committee to require deferral of a portion of other employees’ 2022 annual bonuses into the form of

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non-voting ordinary shares (such portion being determined by the remuneration committee). In aggregate, 2022 DBP awards are outstanding over non-voting ordinary shares. 2022 DBP awards will not be impacted as a result of completion of this offering, other than being adjusted to remain outstanding over ordinary shares.

2022 DBP awards are expected to vest in three equal annual tranches on the first, second and third anniversary of the date of grant (or, if later in the relevant year, publication of audited annual financial results for the prior year) (in each case, subject to certain vesting conditions set out in the 2022 DBP). 33% of 2022 DBP awards granted for the financial year ended December 31, 2022 are due to be settled shortly following completion of this offering.

2022 DBP awards are subject to materially the same terms as the 2021 DBP (as described in the *2021 DBP* section above), other than the following terms, which were primarily implemented to comply with regulatory requirements applicable to our business pursuant to SYSC 19G:

- the level and duration of deferral of annual bonuses into 2022 DBP awards is applied for participants that are designated as “Material Risk Takers” in line with the remuneration requirements of SYSC 19G, as applicable to our business, in particular vesting may not be accelerated for Material Risk Takers on cessation of employment or in connection with a corporate event;
- awards may be subject to a retention period, during which the transfer of shares received on vesting is restricted. A mandatory six-month retention period is applied for “Material Risk Takers;”
- in addition to the clawback provisions set out above, clawback may be applied where there is a material downturn in financial performance or where the participant is found to have contributed to circumstances giving rise to significant losses to our business; and
- a participant will also be treated as a “Good Leaver” if they become a “Career Retiree” as determined by the remuneration committee.

### **Long-term Incentive Plan (“LTIP”)**

Awards were granted to four senior executives under the LTIP over in aggregate 408,904 non-voting ordinary shares on September 6, 2023. LTIP awards will not be impacted as a result of completion of this offering, other than being adjusted to remain outstanding over ordinary shares.

LTIP awards will remain capable of vesting on their normal vesting date, being the later of: September 6, 2026; publication of our audited annual financial results for the year ended December 31, 2025; and assessment of the performance conditions applicable to LTIP awards.

The LTIP is on materially the same terms as the Retention LTIP (as described in the “*Retention LTIP*” and “*Provisions Common to the Retention LTIP, LTIP, 2021 DBP and 2022 DBP*” sections above), other than the following terms:

- as all LTIP participants are designated as “Material Risk Takers”, the terms of the LTIP are intended to comply with the remuneration requirements of SYSC 19G, as applicable to our business, in particular vesting may not be accelerated on cessation of employment or in connection with a corporate event;
- LTIP awards are subject to an individual limit of 300% of gross annual basic salary on the grant date (or 400% if the remuneration committee determines that exceptional circumstances apply);



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- LTIP awards are subject to a two year retention period, during which the transfer of shares received on vesting is restricted. The retention period may be reduced by up to 18 months at the discretion of the remuneration committee;
- in addition to the clawback provisions set out above, clawback may be applied where there is a material downturn in financial performance or where the participant is found to have contributed to circumstances giving rise to significant losses to our business; and
- a participant will also be treated as a “Good Leaver” if they depart due to redundancy, mutual agreement with us or if they become a “Career Retiree” as determined by the remuneration committee.

### ***Employee Benefit Trust (“EBT”)***

We have established the EBT, which currently holds unencumbered non-voting ordinary shares that may be used to satisfy the incentive arrangements referred to in this *Equity Incentive Plans* section. The EBT is constituted by a trust deed between us and an offshore independent professional trustee. The power to appoint and remove the trustee rests with us. As of December 31, 2023, the EBT held 2,024,000 non-voting ordinary shares, which will be reclassified as ordinary shares as part of the Reorganization, as described in the section entitled “*Description of Share Capital and Articles of Association*” below.

### **Global Omnibus Plan**

In connection with this offering, we intend to adopt the Marex Group plc Global Omnibus Plan (“Global Omnibus Plan”), subject to the approval of our shareholders. The Global Omnibus Plan is expected to become effective shortly prior to the completion of this offering. The Global Omnibus Plan will provide for the grant of equity and cash-based incentive awards to our eligible employees and non-employee directors. Non-employees (including, non-employee directors and consultants) will be eligible to be granted awards under a Non-Employee Sub-Plan to the Global Omnibus Plan (the “Non-Employee Sub-Plan”).

The material terms expected to form part of the Global Omnibus Plan are summarized below. This summary is not a complete description of all provisions of the Global Omnibus Plan and is qualified in its entirety by reference to the Global Omnibus Plan, which will be filed as an exhibit to the registration statement of which this prospectus is a part.

#### *Eligibility and Administration*

Employees and employee directors of the Company and its subsidiaries will be eligible to receive awards under the Global Omnibus Plan. Following the completion of this offering, the Global Omnibus Plan will be administered by our remuneration committee except with respect to awards to non-employee directors under the Non-Employee Sub-Plan (discussed below), which will be administered by the board, each of which in turn may delegate its duties and responsibilities (the board, remuneration committee and any authorized delegates are referred to collectively as the “Plan Administrator”). The Plan Administrator will have the authority to make all determinations and interpretations under, prescribe all forms for use with and adopt rules for the administration of, the Global Omnibus Plan, subject to its express terms and conditions. The Plan Administrator will also set the terms and conditions of all awards under the Global Omnibus Plan, including any vesting and vesting acceleration conditions.

### *Share Reserve and Evergreen*

The aggregate number of shares initially available for issuance under the Global Omnibus Plan will be equal to the sum of (i) shares; (ii) shares in respect of an award to Ian Lowitt, our CEO; and (iii) an annual increase on the first day of each calendar year beginning in and ending in and including , equal to the lesser of (A) % of the outstanding shares on the last day of the immediately preceding calendar year and (B) such smaller number of shares as determined by our board (the "Share Reserve"). For the avoidance of doubt, the board will have the right to determine that no increase should be made to the Share Reserve. The proposed evergreen provision providing for an automatic increase in the amount of the Share Reserve (unless otherwise determined by the board) is intended to provide us with the continuing ability to grant equity awards to eligible employees and employee directors for the ten-year term of the Global Omnibus Plan and ensure that sufficient shares are within the Share Reserve to meet such awards.

### *Awards*

The Global Omnibus Plan will provide for the grant of share options, including incentive share options ("ISOs"), conditional awards, restricted shares, share appreciation rights ("SARs") or any other share- or cash-based awards. No determination has been made as to the types or amounts of awards that will be granted to specific individuals pursuant to the Global Omnibus Plan. The Global Omnibus Plan will contain the ability to impose post-termination exercise restrictions applicable to participants. All awards under the Global Omnibus Plan will be set forth in award agreements, which will detail all terms and conditions of the awards, including any applicable vesting and payment terms and any post-termination exercise limitations in addition to those set out in the Global Omnibus Plan. Awards other than cash awards generally will be settled in our ordinary shares, but the Plan Administrator may provide for cash settlement of any award. A brief description of each award type follows.

Share Options: Share options provide for the purchase of our ordinary shares in the future at an exercise price set on the grant date. Vesting conditions determined by the Plan Administrator may apply to share options and may include continued service, performance and/or other conditions. For U.S. tax resident participants, ISOs may provide tax deferral beyond exercise and favorable capital gains tax treatment if certain requirements of the Code are satisfied. The exercise price of an ISO may not be less than 100% of the fair market value of the underlying share on the date of grant (or 110% in the case of ISOs granted to certain significant shareholders), except with respect to certain substitute options granted in connection with a corporate transaction.

SARs: SARs entitle their holder, upon exercise, to receive from us an amount equal to the appreciation of the shares subject to the award between the grant date and the exercise date. The exercise price of a SAR may not be less than 100% of the fair market value of the underlying share on the date of grant (except with respect to certain substitute SARs granted in connection with a corporate transaction). Vesting conditions, which may be determined by the Plan Administrator, may apply to SARs and may include continued service, performance and/or other conditions.

Restricted Shares: Restricted shares are non-transferable ordinary shares that remain forfeitable unless and until specified conditions are met. Participants may or may not be required to acquire their restricted shares for a set purchase price. Conditions applicable to restricted shares may be based on continuing service, the attainment of performance goals and/or such other conditions as the Plan Administrator may determine. Holders of restricted shares generally have all of the rights of a shareholder upon the issuance of restricted shares. Notwithstanding the foregoing, unless otherwise determined by the remuneration committee, the holder of a restricted share will be required to waive their right to all dividends on their restricted shares until vesting. Holders of restricted shares will also be required to enter into certain tax elections (such as Section 431 or 83(b) elections) if required by the remuneration committee.

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**Conditional Awards:** Conditional awards are contractual promises to deliver ordinary shares in the future, which may also remain forfeitable unless and until specified conditions are met. Delivery of the ordinary shares underlying conditional awards may be deferred under the terms of the award. Conditions applicable to conditional awards may be based on continuing service, the attainment of performance goals and/or such other conditions as the Plan Administrator may determine. Conditional award holders have no rights of a shareholder with respect to ordinary shares subject to conditional awards unless and until such ordinary shares are delivered in settlement. In the sole discretion of the Plan Administrator, conditional awards may also be settled for an amount of cash on the maturity date of the conditional award, or a combination of cash and ordinary shares.

**Other Share-or Cash-Based Awards:** Other share-or cash-based awards are awards of cash, fully vested ordinary shares and other awards denominated in, linked to, or derived from our ordinary shares or value metrics related to our ordinary shares. Other share-or cash-based awards may be granted to participants and may also be available as a payment form in the settlement of other awards, as standalone payments and as payment in lieu of base salary, bonus, fees or other cash compensation otherwise payable to any individual who is eligible to receive awards. Conditions applicable to other share or cash-based awards may be based on continuing service, the attainment of performance goals and/or such other conditions as the Plan Administrator may determine.

**Dividend Equivalents:** Dividend equivalents represent the right to receive a benefit determined by reference to the value of dividends paid on ordinary shares and may be granted alone or in tandem with awards, including share options and SARs. Dividend equivalents may be settled in cash, ordinary shares or additional awards, delivered at such time as may be determined by the remuneration committee. The remuneration committee shall decide the basis on which the value of such dividends shall be calculated, which may assume the reinvestment of dividends.

### *Vesting*

Vesting conditions determined by the Plan Administrator may apply to each award and may include continued service, performance and/or other conditions. Vesting conditions will be set out in individual award agreements.

### *IFPR*

As the IFPR Rules apply to our business, awards made to “material risk takers” will comply with these requirements. The relevant award agreements will contain vesting conditions, and the Global Omnibus Plan will include a post-vesting holding period that can be imposed for “material risk takers,” in each case, that comply with the IFPR Rules.

### *Corporate Events and Adjustments of Awards*

The Plan Administrator has broad discretion to take action under the Global Omnibus Plan, as well as make adjustments to the terms and conditions of existing and future awards, to prevent the dilution or enlargement of intended benefits and facilitate necessary or desirable changes in the event of certain transactions and events affecting our ordinary shares, such as changes of control, reorganizations, variations in share capital, demergers, special dividends and other corporate transactions. In the event of a “change in control” of the Company, which is not an internal reorganization or merger and unless otherwise restricted by tax, legal or regulatory considerations or the Plan Administrator, all unvested awards are expected to become vested. In addition, in the event of transactions where the Plan Administrator determines that such transactions are internal reconstructions or reorganizations, the Plan Administrator may treat all awards as surrendered in consideration for the grant of new substantially equivalent awards. The Plan Administrator may also

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make amendments to awards in the event of a variation of share capital, demerger, special dividend or other similar events. Individual award agreements may provide for additional accelerated vesting and payment provisions.

### *Other Key Terms*

**Sub-Plans:** The Plan Administrator may modify award terms, establish sub-plans and/or adjust other terms and conditions of awards, subject to the Share Reserve described above (such Share Reserve shall only be amended by the board), in order to facilitate grants of awards subject to the laws of countries outside of the United Kingdom. All awards will be subject to the provisions of the Global Omnibus Plan and/or any clawback policy implemented by us.

**Transferability:** With limited exceptions, awards under the Global Omnibus Plan are generally non-transferable and exercisable only by the participant.

**Tax:** Each participant will be responsible for all taxes, social security contributions and other liabilities arising in respect of their award. To the extent a participant has not otherwise discharged any taxes that may arise in respect of their award, the participant will be required to indemnify and hold us harmless against any such tax. We may demand such amounts under the indemnity, withhold such amounts from payments to the participant (including, from salary, bonus or any other payments of any kind otherwise due to the participant) or make such other arrangements as are determined appropriate with respect to the collection of any such amount (including, selling or withholding ordinary shares).

### *Plan Amendment and Termination*

The board may amend or terminate the Global Omnibus Plan at any time; however, shareholder approval will be required for any amendment to the extent necessary to comply with applicable laws or under the Global Omnibus Plan. No awards may be granted pursuant to the Global Omnibus Plan after the tenth anniversary of the earlier of (i) the date on which our board adopts the Global Omnibus Plan; and (ii) the date on which our shareholders approve the Global Omnibus Plan.

### ***Non-Employee Sub-Plan to the Global Omnibus Plan***

Together with the Global Omnibus Plan, we intend to adopt the Non-Employee Sub-Plan, pursuant to the authority of our board under the Global Omnibus Plan, which will become effective shortly prior to the completion of this offering.

The Non-Employee Sub-Plan is to be read as a continuation of the Global Omnibus Plan. In the event of any conflict between the provisions of the Non-Employee Sub-Plan and the Global Omnibus Plan, the provisions set out in the Non-Employee Sub-Plan prevail.

### ***UK Sharesave Sub-Plan***

Together with the Global Omnibus Plan and the Non-Employee Sub-Plan, we intend to adopt the UK Sharesave Sub-Plan to the Global Omnibus Plan (the "UK Sharesave Sub-Plan"), pursuant to the authority of our board under the Global Omnibus Plan, which will become effective shortly prior to the completion of this offering.

The UK Sharesave Sub-Plan is an all-employee savings related share option plan, which has been designed to meet the requirements of Schedule 3 of ITEPA, so that if the board decides to operate the UK Sharesave Sub-Plan, ordinary shares can be acquired by U.K. employees in a tax-efficient manner.

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Under the plan, qualifying employees will be able to acquire options over ordinary shares on a tax-favored basis and at a discount of up to 20% of their market value at the date of grant. To exercise these options, participants will be required to save out of contributions from their salary under a three- or five-year HMRC-approved savings contract. Savings contributions are subject to a statutory limit, which is currently £500 per month. The board will have discretion to determine whether, and if so, when the UK Sharesave Sub-Plan will operate.

### *Eligibility; Invitations*

If the board resolves to operate the UK Sharesave Sub-Plan, invitations must be sent to all eligible employees of a participating company and those participating company directors who are required to work a minimum of 25 hours per week. Employees will be eligible, provided they have been employed for any qualifying period determined by the board, which cannot exceed five years. The board will also have discretion to include any other employee or non-employee director of a participating company. Invitations to apply for options may be issued by the board at any time.

### *Option Price*

The option price will be determined by the board and must not be less than 80% of the market value of an ordinary share on the invitation date as determined in accordance with Part VIII of the U.K.'s Taxation of Chargeable Gains Act 1992 and as agreed in advance with HMRC, or, if greater (and ordinary shares are to be subscribed), the nominal value of an ordinary share.

### *Savings Contract*

To participate in the UK Sharesave Sub-Plan, a qualifying employee will need to enter into an HMRC-approved savings contract of three or five years agreeing to make contributions of a fixed amount between £ and £500 per month (or any other maximum amount as directed by the board under the terms of the UK Sharesave Sub-Plan, subject to any limit permitted by the relevant legislation from time to time) (the "Savings Contract"). Upon expiry of the Savings Contract, the employee may be entitled to receive a tax-free bonus in addition to repayment of the savings contributions. The employee may elect to apply the proceeds of the Savings Contract to exercise the option and acquire ordinary shares. Alternatively, the employee may choose to withdraw the proceeds of the Savings Contract.

### *Grant of Options*

Employees who enter into Savings Contracts will be granted options to acquire ordinary shares at the option price using the amount saved, including any bonus or interest. Options will need to be granted within 30 days (or 42 days if the applications are scaled down) of the first day by reference to which the option price was set. Options are not transferable (other than on the death of a participant), assignable or chargeable and will lapse immediately in the event of any breach of the transfer prohibition.

### *Exercise of Options*

Options must normally be exercised in whole or in part within six months after the completion of the related Savings Contract, provided the participant remains a director or employee of a participating company. Following the date of exercise, ordinary shares will need to be allotted and transferred to the participant within 30 days.

Options may be exercised early in the event of a participant ceasing employment with us or our subsidiaries because of death, retirement, injury, disability, redundancy, a relevant transfer under the

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UK's Transfer of Undertaking (Protection of Employment) Regulations 2006 or the individual's employing company or employing part of a business being sold out of our group. On death, options may be exercised by the participant's personal representatives. A participant's options will normally lapse if leaving us or our subsidiaries for any other reason.

Options may also be exercised early in the event of a voluntary winding-up of the Company. On cessation of employment for other reasons or if a participant ceases to pay contributions under the related savings contract, options will normally lapse.

### *Change of Control*

Options may be exercised early if:

- any person obtains control of the Company as a result of a general offer to acquire ordinary shares;
- a person (or a group of persons acting in concert) becomes bound or entitled to acquire ordinary shares by serving a notice under sections 979-982 or 983-985 of the Companies Act; or
- a scheme of arrangement in connection with the acquisition of ordinary shares is sanctioned pursuant to section 899 of the Companies Act.

Options may be exercised up to 20 days before the relevant event or within six months of the event. In the event of a reorganization or merger, where the shareholders of the acquiring company are substantially the same as the Company shareholders immediately before the change of control, no options will be exercisable but will be exchanged for equivalent rights.

### *Rights Attaching to Shares and Transferability*

Shares allotted or transferred under the UK Sharesave Plan will rank alongside shares of the same class then in issue. Options are not transferable (except on death) and are not pensionable benefits.

### *Variation of Capital*

In the event of a variation in the equity share capital of the Company including a capitalization or rights issue, sub-division, consolidation or reduction, the board may adjust the number of ordinary shares subject to the option and the option price, provided that the total option price and total market value of the ordinary shares under option must remain substantially the same. The board shall give notice to the option holders as soon as reasonably practicable after making such adjustments.

### *Alterations*

The UK Sharesave Plan may at any time be altered by the board in any respect. However, any alterations to the advantage of participants in relation to eligibility, equity dilution, the basis for determining the rights of participants to acquire shares and the adjustments that may be made following a variation in share capital must be approved in advance by our shareholders in a general meeting (except for minor amendments to benefit the administration of the UK Sharesave Plan, to take account of a change in legislation or to obtain or maintain favorable tax, exchange control or regulatory treatment for option holders or for a participating company).

### **Employee Share Purchase Plan**

In connection with this offering, we intend to adopt the Marex Group plc Employee Share Purchase Plan (the "ESPP"), subject to approval by our shareholders. The ESPP is designed to allow

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our eligible employees to purchase ordinary shares, at periodic intervals, with their accumulated payroll deductions. The ESPP consists of two components: a Section 423 component, which is intended to qualify under Section 423 of the Code, and a non-Section 423 component, which need not qualify under Section 423 of the Code. The material terms of the ESPP as currently contemplated are summarized below. This summary is not a complete description of all provisions of the ESPP and is qualified in its entirety by reference to the ESPP, which will be filed as an exhibit to the registration statement of which this prospectus is a part.

### **Shares Available; Administration**

The aggregate number of ordinary shares that will initially be reserved for issuance under the ESPP will be equal to the sum of (i) shares and (ii) an annual increase on the first day of each calendar year beginning in and ending in and including equal to the lesser of (A) % of the outstanding shares on the last day of the immediately preceding calendar year and (B) such smaller number of shares as determined by our board; provided that in no event will more than a number of shares equal to shares be available for issuance under the Section 423 component of the ESPP. Our board or the remuneration committee will have authority to interpret the terms of the ESPP and determine eligibility of participants. We expect that the remuneration committee will be the initial administrator of the ESPP.

### **Eligibility**

The plan administrator may designate certain of our subsidiaries as participating “designated subsidiaries” in the ESPP and may change these designations from time to time. We expect that our employees, other than employees who, immediately after the grant of a right to purchase ordinary shares under the ESPP, would own (directly or through attribution) shares possessing 5% or more of the total combined voting power or value of all classes of our shares and other securities, will be eligible to participate in the ESPP. However, consistent with Section 423 of the Code as applicable, the plan administrator may provide that other groups of employees, including, without limitation, those customarily employed by us for twenty hours per week or less or five months or less in any calendar year, will not be eligible to participate in the ESPP.

### **Grant of Rights**

The Section 423 component of the ESPP will be intended to qualify under Section 423 of the Code, and shares will be offered under the ESPP during offering periods. The length of the offering periods under the ESPP will be determined by the plan administrator and may be up to 27 months long. Employee payroll deductions will be used to purchase shares on each purchase date during an offering period. The purchase dates for each offering period will be the final trading day in each purchase period. Offering periods under the ESPP will commence when determined by the plan administrator. The plan administrator may, in its discretion, modify the terms of future offering periods. We do not expect that any offering periods will commence under the ESPP at the time of this offering.

The ESPP will permit participants to purchase shares through payroll deductions of up to a percentage of their eligible compensation, which includes a participant’s gross base compensation for services to us. The plan administrator will establish a maximum number of shares that may be purchased by a participant during any offering period, which, in the absence of a contrary designation, will be equal to shares. In addition, under the Section 423 component, no employee will be permitted to accrue the right to purchase shares under the ESPP at a rate in excess of \$25,000 worth of shares during any calendar year during which such a purchase right is outstanding (based on the fair market value per share of our ordinary shares as of the first trading day of the offering period).

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On the first trading day of each offering period, each participant will automatically be granted an option to purchase shares. The option will expire at the end of the applicable offering period and will be exercised on each purchase date during such offering period to the extent of the payroll deductions accumulated during the offering period. The purchase price will be the lower of 85% of the fair market value of a share on the first day of an offering period in which a participant is enrolled or 85% of the fair market value of a share on the purchase date, which will occur on the last day of each purchase period. Participants may voluntarily end their participation in the ESPP prior to the end of the applicable offering period, and will be paid their accrued payroll deductions that have not yet been used to purchase shares.

Unless a participant has previously canceled their participation in the ESPP before the purchase date, the participant will be deemed to have exercised their option in full as of each purchase date. Upon exercise, the participant will purchase the number of whole shares that their accumulated payroll deductions will buy at the option purchase price, subject to the participation limitations listed above. Participation will end automatically upon a participant's termination of employment.

A participant will not be permitted to transfer rights granted under the ESPP other than by will, the laws of descent and distribution or as otherwise provided under the ESPP.

### ***Certain Transactions***

In the event of certain transactions or events affecting our shares, such as any share dividend or other distribution, reorganization, merger, consolidation or other corporate transaction, the plan administrator will make equitable adjustments to the ESPP and outstanding rights. In addition, in the event of the foregoing transactions or events or certain significant transactions, the plan administrator may provide for (i) either the replacement of outstanding rights with other rights or property or termination of outstanding rights in exchange for cash, (ii) the assumption or substitution of outstanding rights by the successor or survivor corporation or parent or subsidiary thereof, if any, (iii) the adjustment in the number and type of shares subject to outstanding rights, (iv) the use of participants' accumulated payroll deductions to purchase shares on a new purchase date prior to the next scheduled purchase date and termination of any rights under ongoing offering periods or (v) the termination of all outstanding rights.

### ***Plan Amendment***

The plan administrator may amend, suspend or terminate the ESPP at any time. However, shareholder approval will be obtained for any amendment to the ESPP that increases the aggregate number or changes the type of shares that may be sold pursuant to rights under the ESPP, changes the corporations or classes of corporations whose employees may participate in the ESPP or as may otherwise be required pursuant to Section 423 of the Code or other applicable law.

### **Insurance and Indemnification**

Our amended and restated articles of association provide that, subject to certain limitations, we may indemnify our directors and executive officers to the maximum extent allowed under applicable law against any losses or liabilities that they may sustain or incur in or about the execution of their duties including liability incurred in defending any proceedings whether civil or criminal in which judgment is given in their favor or in which they are acquitted.

Insofar as indemnification of liabilities arising under the Securities Act may be permitted to executive officers and directors or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.



## PRINCIPAL AND SELLING SHAREHOLDERS

The following table sets forth information relating to the beneficial ownership of our ordinary shares as of \_\_\_\_\_, 2024 (i) prior to the consummation of this offering and (ii) as adjusted to reflect the sale of our ordinary shares in this offering by:

- each person, or group of affiliated persons, known by us to beneficially own 3% or more of our outstanding ordinary shares;
- each Selling Shareholder;
- each of our executive officers and our directors; and
- our executive officers and our directors as a group.

For further information regarding material transactions between us and principal shareholders, see “*Certain Relationships and Related Party Transactions.*”

The number of ordinary shares beneficially owned by each entity, person, executive officer or director is determined in accordance with the rules of the SEC, and the information is not necessarily indicative of beneficial ownership for any other purpose. Under such rules, beneficial ownership includes any shares over which the individual has sole or shared voting power or investment power as well as any shares that the individual has the right to acquire within 60 days of \_\_\_\_\_, 2024 through the exercise or vesting of any option, warrant or other right. Except as otherwise indicated, and subject to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all ordinary shares held by that person.

The percentage of shares beneficially owned before the offering is computed on the basis of \_\_\_\_\_ of our ordinary shares as of \_\_\_\_\_, 2024, after giving effect to: (i) the conversion of our outstanding Growth Options into \_\_\_\_\_ Growth Shares in connection with and prior to the consummation of this offering, (ii) the conversion of our outstanding Growth Shares \_\_\_\_\_ into non-voting ordinary shares in connection with and prior to the consummation of this offering, assuming an initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, (iii) the exercise of a warrant into \_\_\_\_\_ non-voting ordinary shares in connection with and prior to the consummation of this offering, (iv) the reclassification of all of our non-voting ordinary shares into ordinary shares on a one-for-one basis in connection with and prior to the consummation of this offering and (v) the issuance of \_\_\_\_\_ additional ordinary shares to former holders of Growth Shares to satisfy the dividend adjustment. The percentage of shares beneficially owned after the offering is based on the number of our ordinary shares to be outstanding after this offering, including the ordinary shares that the Selling Shareholders are selling in this offering, and assumes no exercise of the option to purchase additional ordinary shares from us and the Selling Shareholders. Ordinary shares that a person has the right to acquire within 60 days of \_\_\_\_\_, 2024 are deemed outstanding for purposes of computing the percentage ownership of the person holding such rights but are not deemed outstanding for purposes of computing the percentage ownership of any other person, except with respect to the percentage ownership of all executive officers and directors as a group. Our principal shareholders do not have any different voting rights from any of our other shareholders.

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As of \_\_\_\_\_, 2024, we had \_\_\_\_\_ holders of record of our ordinary shares in the United States, holding, in the aggregate \_\_\_\_\_, or \_\_\_\_\_ % of our outstanding ordinary shares. Unless otherwise indicated below, the address for each beneficial owner listed is c/o Marex Group plc, 155 Bishopsgate, London, EC2M 3TQ, United Kingdom.

Name of beneficial owner	Number of ordinary shares beneficially owned before this offering		Ordinary shares offered hereby		Ordinary shares beneficially owned after this offering			
	Number	Percent	Number	Percent	No exercise of underwriters' option to purchase additional ordinary shares		Full exercise of underwriters' option to purchase additional ordinary shares	
					Number	Percent	Number	Percent
<b>3% or Greater Shareholders and the Selling Shareholders</b>								
Amphitryon Ltd. <sup>(1)</sup>		%		%		%		%
Ocean Ring Jersey Co Limited <sup>(2)</sup>		%		%		%		%
		%		%		%		%
<b>Executive Officers and Directors</b>								
Ian Lowitt <sup>(3)</sup>		%		%		%		%
Robert Irvin <sup>(4)</sup>		%		%		%		%
Paolo Tonucci <sup>(5)</sup>		%		%		%		%
Simon van den Born <sup>(6)</sup>		%		%		%		%
Thomas Texier <sup>(7)</sup>		%		%		%		%
Nilesh Jethwa <sup>(8)</sup>		%		%		%		%
Robert Pickering		%		%		%		%
Madelyn Antonic		%		%		%		%
Konstantin Graf von Schweinitz		%		%		%		%
Sarah Ing		%		%		%		%
Linda Myers		%		%		%		%
Roger Nagioff <sup>(1)</sup>		%		%		%		%
John W. Pietrowicz		%		%		%		%
Henry Richards		%		%		%		%
All executive officers and directors as a group (14 persons)		%		%		%		%

\* Indicates beneficial ownership of less than 1% of the total outstanding ordinary shares.

(1) The business address of Amphitryon Ltd., a company organized under the laws of Jersey, is 44 Esplanade, St. Helier, JE4 9WG, Jersey. Amphitryon Ltd. is the record holder of the shares reported herein. JRJ Investor 1 LP, as majority shareholder, and MASP Investor LP are, directly and indirectly, the sole shareholders of Amphitryon Ltd. JRJ Investor 1 LP is indirectly controlled by JRJ Group Limited. MASP Investor LP is indirectly wholly owned by BXR Group Holdings Limited. Through a shareholders' agreement entered into by JRJ Investor 1 LP, MASP Investor LP and Amphitryon Ltd., among other parties, JRJ Group Limited and BXR Group Holdings Limited may be deemed to have or share voting control and investment power over the ordinary shares held by Amphitryon Ltd. JRJ Group Limited is controlled by Mr. Jeremy Isaacs and Mr. Roger Nagioff. As such, they may be deemed to have or share beneficial ownership of the

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- ordinary shares held directly by Amphitryon Ltd. BXR Group Holdings Limited may also be deemed to have or share beneficial ownership of the ordinary shares held directly by Amphitryon Ltd. Each aforementioned person or entity disclaims any beneficial ownership of the reported shares other than to the extent of any pecuniary interest they may have therein, directly or indirectly.
- (2) The business address of Ocean Ring Jersey Co Limited (“Ocean Ring”), a company organized under the laws of Jersey, is 47 Esplanade, St. Helier, JE1 0BD, Jersey. Ocean Ring is a wholly owned subsidiary of Ocean Trade Lux Co S.à r.l. (“Ocean Trade”), a Luxembourg company having its registered office at 26 Boulevard Royal, L-2449 Luxembourg, which itself is owned by Trilantic Capital Partners IV (Europe) L.P., a limited partnership registered in England and Wales, whose address is 35 Portman Square, W1H 6LR, London (“Trilantic Europe IV”) and other co-investors. The voting and investment control over the ordinary shares of the Company held by Ocean Ring is exercised indirectly by the board of directors of Trilantic Capital Partners Management Limited (“TCPML”), a Guernsey company, acting as general partner of Trilantic Capital Partners Associates IV (Europe) L.P. Inc (“TCPA IV Europe”), a Guernsey partnership, acting itself as general partner of Trilantic Europe IV, which is the controlling shareholder of Ocean Trade. The board of directors of TCPML is comprised of Vittorio Pignatti, Javier Bañon, Mark Huntley, Laurence Mc Nairn and Benedict Morgan. Each member of the board of directors of TCPML disclaims beneficial ownership of the ordinary shares held by Ocean Ring, except to the extent, if any, of his pecuniary interest therein. The registered office for TCPML and TCPA IV Europe is Floor 2, Trafalgar Court, St Peter Port, GY1 4LY, Guernsey.
  - (3) Includes ordinary shares to be issued upon settlement of the 2021 DBP awards following the completion of this offering.
  - (4) Includes ordinary shares to be issued upon settlement of the 2021 DBP awards following the completion of this offering.
  - (5) Includes ordinary shares to be issued upon settlement of the 2021 DBP awards following the completion of this offering.
  - (6) Includes (i) ordinary shares to be issued in connection with the exercise of the SvdB Warrant in connection with and prior to the consummation of this offering and (ii) ordinary shares to be issued upon settlement of the 2021 DBP awards following the completion of this offering.
  - (7) Includes ordinary shares to be issued upon settlement of the 2021 DBP awards following the completion of this offering.
  - (8) Includes ordinary shares to be issued upon settlement of the 2021 DBP awards following the completion of this offering.

Upon the completion of this offering, we expect % of our ordinary shares will be held by our employees, assuming an initial public offering price of \$ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus.

## CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a description of related party transactions we have entered into since January 1, 2021 with any of the members of our executive officers or board of directors and the holders of more than 5% of our ordinary shares.

### Shareholders' Agreement

On October 20, 2020, we entered into a shareholders' agreement (the "2020 Shareholders' Agreement") with Amphitryon Ltd., Ocean Ring Jersey Co. Limited and Ocean Trade Lux Co S.Á.R.L., which will terminate upon completion of this offering.

Upon completion of this offering, we and certain of our shareholders intend to enter into a new Shareholders' Agreement (the "Shareholders' Agreement"). The terms of this Shareholders' Agreement have not yet been finalized and will be summarized in a subsequent filing.

### Management Fee

Pursuant to the terms of the 2020 Shareholders' Agreement, we have paid a management fee of 2.5% of our EBITDA each year to JRJ Jersey Ltd., the general partner of JRJ Investor 1 LP and one of our significant shareholders, for services provided to us. For the years ended December 31, 2023, 2022 and 2021, we paid \$6.1 million, \$3.4 million and \$2.1 million, respectively, to JRJ Jersey Ltd. for these services. This management fee, as part of the 2020 Shareholders' Agreement, will terminate upon completion of this offering.

### Registration Rights Agreement

In connection with this offering, we intend to enter into a Registration Rights Agreement with Amphitryon Ltd., JRJ Investor 1 LP, BXR Group Holdings Limited, Ocean Ring Jersey Co. Limited and Ocean Trade Lux Co S.Á.R.L. (the "Registration Rights Agreement"), pursuant to which such shareholders will have certain demand registration rights, short-form registration rights and piggyback registration rights in respect of any ordinary shares and related indemnification rights from us, subject to customary restrictions and exceptions. All fees, costs and expenses of registrations, other than underwriting discounts and commissions, are expected to be borne by us. The terms of the Registration Rights Agreement have not yet been finalized, and the form of the Registration Rights Agreement will be filed as an exhibit in a subsequent filing.

### Agreements With Executive Officers and Directors

In the year ended December 31, 2023, in the ordinary course of our business, we made immaterial payments to one of our directors upon leaving the Company in connection with their overall compensation. For a description of our agreements with our executive officers and directors, please see "*Management—Executive Officer and Director Agreements.*"

### Indemnification and Insurance

We intend to enter into deeds of indemnity with our executive officers and directors. Our amended and restated articles of association permit us to indemnify our executive officers and directors to the extent permitted by law. See "*Management—Insurance and Indemnification*" for a description of these deeds of indemnity. In addition to such indemnification, we provide our executive officers and directors with directors' and officers' liability insurance.

### Related Party Transaction Policy

Our board of directors intends to adopt a written related person transaction policy to set forth the policies and procedures for the review and approval or ratification of related person transactions.

## DESCRIPTION OF SHARE CAPITAL AND ARTICLES OF ASSOCIATION

Set forth below is a summary of certain information concerning our share capital as well as a description of certain provisions of our amended and restated articles of association and relevant provisions of the Companies Act. The summary below contains only material information concerning our share capital and corporate status and does not purport to be complete and is qualified in its entirety by reference to our amended and restated articles of association to be in effect upon completion of this offering and applicable English law.

### General

Marex Group plc was incorporated under the laws of England and Wales in November 2005. We were established in 2005 with the incorporation of Marex Group Limited and its wholly owned subsidiary Marex Financial Limited (now Marex Financial). We later became Marex Spectron Group Limited, following our acquisition of Spectron Group Limited in 2011. Marex Spectron Group Limited re-registered as a public limited company in May 2021 and subsequently became Marex Group plc. Our registered office in the United Kingdom is located at 155 Bishopsgate, London, EC2M 3TQ, United Kingdom, and the telephone number of our registered office is +44 2076 556000.

On May 7, 2021, we undertook a reduction of capital using the solvency statement procedure to reduce the nominal value of the deferred shares from \$1.65 to \$0.000651 per share in order to create distributable reserves.

On May 10, 2021, we approved the redenomination of the deferred shares from U.S. dollars into British pounds sterling, resulting in a new nominal value of the deferred shares of £0.000469 per share in order to obtain the required authorized minimum of share capital for a public company limited by shares. On May 24, 2021, we re-registered as a public company limited by shares and changed our name to Marex Group plc.

On December 21, 2022, we: (i) redenominated 2,304,155 Growth Shares of \$0.000165 each into 2,304,155 Growth Shares of £0.000135246 each; (ii) consolidated 2,304,155 Growth Shares of £0.000135246 each into 664,451 Growth Shares of £0.000469 each; and (iii) redesignated 664,451 Growth Shares of £0.000469 each into 664,451 Deferred Shares of £0.000469 each.

On December 14, 2023, we: (i) redenominated 100,000 Growth Shares of \$0.000165 each into 28,501 Growth Shares of £0.000133668 each; (ii) consolidated 100,000 Growth Shares of £0.000133668 each into 28,501 Growth Shares of £0.000469 each; and (iii) redesignated 28,501 Growth Shares of £0.000469 each into 28,501 Deferred Shares of £0.000469 each.

As of December 31, 2023, the issued and outstanding share capital of Marex Group plc was \$22,336.18 and £50,413.51. The nominal value of each share was \$0.000165, with the nominal value of each deferred share being £0.000469, and each issued share was (and remains) fully paid.

Upon the completion of this offering and each of the steps described under “*Reorganization*” below, Marex Group plc will have ordinary shares outstanding.

### Ordinary Shares

In accordance with our amended and restated articles of association to be in effect upon the completion of this offering, the following summarizes the rights of holders of our ordinary shares:

- each holder of our ordinary shares is entitled to one vote per ordinary share on all matters to be voted on by shareholders generally; and

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- the holders of our ordinary shares are entitled to receive such dividends as are recommended by our directors and declared by our shareholders.

See also “—*Articles of Association*” below.

### **Redeemable Shares**

Any share may be issued which is or is to be liable to be redeemed at our or the holder’s option, and the directors may determine the terms, conditions and manner of redemption of any such share. In the event that rights and restrictions attaching to shares are determined by the directors, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the Companies Act in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the articles.

### **Register of Members**

We are required by the Companies Act to keep a register of our shareholders. Under the laws of England and Wales, the ordinary shares are deemed to be issued when the name of the shareholder is entered in our register of members. The register of members therefore is *prima facie* evidence of the identity of our shareholders and the shares that they hold. The register of members generally provides limited, or no, information regarding the ultimate beneficial owners of our ordinary shares. Our register of members is maintained by our registrar, Computershare Investor Services plc.

Under the Companies Act, we must enter an allotment of shares in our register of members as soon as practicable and in any event within two months of the allotment. We will perform all procedures necessary to update the register of members to reflect the ordinary shares being sold in this offering. We also are required by the Companies Act to register a transfer of shares (or give the transferee notice of and reasons for refusal) as soon as practicable and in any event within two months of receiving notice of the transfer.

We, any of our shareholders or any other affected person may apply to the court for rectification of the register of members if:

- the name of any person, without sufficient cause, is wrongly entered in or omitted from our register of members; or
- there is a default or unnecessary delay in entering on the register the fact of any person having ceased to be a member or on which we have a lien, provided that such refusal does not prevent dealings in the shares taking place on an open and proper basis.

### **Reorganization**

In connection with and immediately prior to the consummation of this offering, we shall undertake the following steps to reorganize our share capital:

- at the election of holders of Series 2010 Growth Options, redeem the Series 2010 Growth Options for cash or convert the Series 2010 Growth Options into Series 2010 Growth Shares, in either case in accordance with their terms;
- issue non-voting ordinary shares to Simon van den Born upon the exercise of the SvdB Warrant;

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- at the election of holders of Growth Shares, redeem the Growth Shares for cash or convert the Growth Shares into non-voting ordinary shares, in either case in accordance with their terms;
- reclassify all non-voting ordinary shares into ordinary shares on a one-for-one basis;
- issue additional ordinary shares to former holders of Growth Shares to satisfy the dividend adjustment described above under “*Management—Equity Incentive Plans—Growth Shares*,”
- amend the terms of the Nil-cost Options such that they are exercisable over ordinary shares;
- issue new bonus ordinary shares at a ratio of                      ordinary shares for every                      ordinary shares held; and
- consolidate ordinary shares on the basis of                      ordinary shares of \$0.000165 into                      ordinary shares of each.

### **Articles of Association**

Our amended and restated articles of association were approved by a special resolution of our shareholders passed on                      and will be effective subject to, and conditional upon, the completion of this offering and listing of our ordinary shares on Nasdaq. A summary of the terms of the amended and restated articles of association is set out below. The summary below is not a complete copy of the terms of the amended and restated articles of association, and our amended and restated articles of association, in full, are filed as an exhibit to the registration statement of which this prospectus forms a part.

The amended and restated articles of association contain, among other things, provisions to the following effect:

#### **Objects**

The objects of the Company are unrestricted.

#### **Share Rights**

Subject to the Companies Act and any rights attaching to shares already in issue, our shares may be issued with or have attached to them such rights and restrictions as we may, by ordinary resolution of the shareholders, determine or, in the absence of any such determination, as our board of directors may determine.

#### **Deferred Shares**

Notwithstanding any other provision of our amended and restated articles of association, but subject to the Companies Act, we shall have the power and authority at any time to purchase all or any of the deferred shares for an aggregate consideration of £1. We shall also, subject to the Companies Act, be entitled to cancel the deferred shares without paying any consideration to the holders of such shares.

Holders of deferred shares shall not be entitled to any dividend in respect of such shares.

On a return of capital on a winding up or otherwise, the assets of the Company available for distribution to the Company's members shall be applied to the holders of shares in the following order of priority:

- in paying a sum equal to £1 to be distributed to the holders of the deferred shares pro-rata according to the number of deferred shares held by them (rounded to the nearest £0.01, but such that the total paid in aggregate to all the holders shall in no event exceed £1, with our board of directors having the final say on the allocation thereof); and

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- thereafter distributing the balance to the holders of the ordinary shares pro-rata according to the number of ordinary shares held by them.

Holders of deferred shares shall not be entitled to receive notice of, attend or vote at any general meeting in respect of such shares.

### ***Voting Rights***

Subject to any rights or restrictions attached to any shares from time to time, the general voting rights attaching to ordinary shares are as follows:

- on a show of hands, each ordinary shareholder is entitled to one vote; and
- on a poll, every ordinary shareholder is entitled to one vote for each ordinary share of which they are the holder. A shareholder entitled to more than one vote need not, if they vote, use all their votes or cast all the votes in the same way.

For so long as any shares are held in a settlement system operated by DTC, all votes shall take place on a poll.

A shareholder is entitled to appoint another person as his proxy (or in the case of a corporation, a corporative representative) to exercise all or any of his rights to attend and to speak and vote at a general meeting.

In the case of joint holders of a share, the vote of the joint holder whose name appears first on the register of members in respect of the joint holding shall be accepted to the exclusion of the votes of the other joint holders.

### ***Restrictions on Voting***

No shareholder (whether in person by proxy or, in the case of a corporate member, by a duly authorized representative) shall (unless the directors determine otherwise) be entitled to vote at any general meeting or at any separate class meeting in respect of any share held by them unless all calls or other sums payable by them in respect of that share have been paid.

### ***Dividends***

We may, subject to the provisions of the Companies Act and our amended and restated articles of association, pay interim dividends in accordance with the respective rights of shareholders.

We may, by ordinary resolution of shareholders, declare dividends provided no dividend shall exceed the amount recommended by our board.

Unless otherwise provided by the rights attaching to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid, and apportioned and paid proportionally to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

We may cease to send any payment in respect of any dividend payable in respect of a share if:

- in respect of at least two consecutive dividends payable on that share the check or warrant has been returned undelivered or remains uncashed (or another method of payment has failed);



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- in respect of one dividend payable on that share the check or warrant has been returned undelivered or remains uncashed, or another method of payment has failed, and reasonable enquiries have failed to establish any new address or account of the recipient; or
- a recipient does not specify an address, or does not specify an account of a type prescribed by the directors, or other details necessary in order to make a payment of a dividend by the means by which the directors have decided that a payment is to be made, or by which the recipient has elected to receive payment, and such address or details are necessary in order for us to make the relevant payment in accordance with such decision or election,

but, subject to the articles of association, we may recommence sending checks or warrants or using another method of payment for dividends payable on that share if the person(s) entitled so request and have supplied in writing a new address or account to be used for that purpose.

The directors may, with the authority of an ordinary resolution of shareholders, offer to shareholders the right to elect to receive, in lieu of a dividend, an allotment of new shares credited as fully paid. The directors may also direct payment of a dividend wholly or partly by the distribution of specific assets.

### ***Distributions on Winding Up***

Upon our winding up, the liquidator may, with the sanction of a special resolution of shareholders and any other sanction required by law, divide amongst the shareholders in specie the whole or any part of our assets and may, for that purpose, value any assets and determine how the division shall be carried out as between the shareholders or different classes of shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the shareholders as they may with the like sanction determine, but no shareholder shall be compelled to accept any assets upon which there is a liability.

### ***Variation of Rights***

The rights attached to any class of shares may be varied, either while we are a going concern or during or in contemplation of our winding up (i) in such manner (if any) as may be provided by those rights; or (ii) in the absence of any such provision, with the consent in writing of the holders of three-quarters in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares), or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, but not otherwise.

### ***Alteration to Share Capital***

We may, by ordinary resolution of shareholders, consolidate all or any of our share capital into shares of larger amount than our existing shares, or sub-divide our shares or any of them into shares of a smaller amount than our existing shares, and determine that, as between the shares resulting from such a sub-division, any of the shares may have any preference or advantage as compared with the others.

We may, by special resolution of shareholders, confirmed by the court, reduce our share capital or any capital redemption reserve or any share premium account in any manner authorized by the Companies Act. We may redeem or purchase all or any of our shares as described in “—*Other Relevant English Law Considerations—Purchase of Own Shares.*”

### ***Transfer of Shares***

Any shareholder holding shares in certificated form may transfer all or any of their shares by an instrument of transfer in any usual or common form or in any other manner which is permitted by the Companies Act and approved by the board. Any written instrument of transfer shall be signed by or on behalf of the transferor and (in the case of a share which is not fully paid up) the transferee.

All transfers of uncertificated shares shall be made in accordance with and subject to the provisions of the Uncertificated Securities Regulations 2001 and the facilities and requirements of its relevant system. The Uncertificated Securities Regulations 2001 permit shares to be issued and held in uncertificated form and transferred by means of a computer-based system.

The directors may, in their absolute discretion, refuse to register any transfer of any share in certificated form, which is not fully paid. The directors may also refuse to register any transfer of any share in certificated form (whether fully paid or not) unless the instrument of transfer:

- is lodged, duly stamped, at our registered office or such other place as the directors may appoint and is accompanied by the certificate for the share to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
- is in respect of only one class of share; and
- is not in favor of more than four transferees.

The directors may refuse to register a transfer of a share in uncertificated form to a person who is to hold it thereafter in certificated form in any case where we are entitled to refuse (or are excepted from the requirement) under the Uncertificated Securities Regulations 2001 or other applicable regulations to register the transfer.

If the directors refuse to register a transfer, they shall, as soon as practicable and in any event within two months after the date on which the transfer is lodged (in the case of a transfer of a share in certificated form), or the date on which the transfer instructions were received by us or the operator (in the case of a transfer of a share in uncertificated form to a person who is to hold it thereafter in certificated form) send to the transferee notice of the refusal, together with reasons for the refusal or, in the case of uncertificated shares, notify such persons as may be required by the Uncertificated Securities Regulations 2001 and the requirements of the relevant system concerned.

### ***Disclosure of Interests in Shares***

If we serve a demand on a person under section 793 of the Companies Act (which requires a person to disclose an interest in shares), that person will be required to disclose any interest he or she has in our shares. Failure to disclose any interest can result in the following sanctions: suspension of the right to attend or vote (whether in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class or on any poll; and, where the interest in shares represent at least 0.25% of their class (excluding treasury shares), also the withholding of any dividend payable in respect of those shares and the restriction of the transfer of any shares (subject to certain exceptions).

### ***Calling of General Meetings***

A general meeting may be called by the directors. If there are not sufficient directors to form a quorum in order to call a general meeting, any director may call a general meeting. If there is no director, any member of the Company may call a general meeting.

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The directors are also required to call a general meeting once we have received requests from our members to do so in accordance with the Companies Act.

### **Notice of General Meetings**

The notice of a general meeting shall specify the place, the date and the time of meeting and the general nature of the business to be transacted. The arrangements for the calling of general meetings are described in “—*Differences in Corporate Law—Notice of General Meetings.*”

### **Annual General Meetings**

In accordance with the Companies Act, we are required in each year to hold an annual general meeting in addition to any other general meetings in that year and to specify the meeting as such in the notice convening it, as described in “—*Differences in Corporate Law—Annual General Meeting*” and “—*Differences in Corporate Law—Notice of General Meetings.*”

### **Quorum of General Meetings**

No business shall be transacted at any general meeting unless a quorum is present. If the quorum is not fixed by the directors, at least two shareholders present in person or by proxy (or a duly authorized representative of a corporation which is a member) and entitled to vote shall be a quorum.

### **Attendance at General Meetings**

The directors or the chair of the meeting may direct that any person wishing to attend any general meeting should submit to and comply with such searches or other security arrangements as they consider appropriate in the circumstances.

The directors may make arrangements for simultaneous attendance and participation by electronic means allowing persons not present together at the same place to attend, speak and vote at general meetings.

### **Number of Directors**

We may not have fewer than two directors on the board. We may, by ordinary resolution of the shareholders, vary the minimum and/or maximum number of directors from time to time.

### **Appointment of Directors**

Subject to our amended and restated articles of association and the Companies Act, we may by ordinary resolution appoint a person who is willing to act as a director, and the board shall have power at any time to appoint any person who is willing to act as a director, in both cases either to fill a vacancy or as an addition to the existing board of directors, provided the total number of directors shall not exceed any number fixed as the maximum number of directors.

### **Retirement of Directors**

At each annual general meeting all of the directors shall retire from office, except any director appointed by the board after the notice of that annual general meeting has been given and before that annual general meeting has been held.

If we, at the meeting at which a director retires, do not fill the vacancy, then the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to

fill the vacancy or a resolution for the reappointment of the director is put to the meeting and lost. If a director retiring at an annual general meeting is not reappointed or deemed to have been reappointed, they shall retain office until the meeting elects someone in their place or, if it does not do so, until the close of the meeting.

#### ***Termination of a Director's Appointment***

A director may be removed with the approval of not less than three quarters of the other directors, and a person would cease to be a director as the result of certain other circumstances as set out in our amended and restated articles of association, including resignation, by law and continuous non-attendance at board meetings. Directors are not subject to retirement at a specified age limit under our amended and restated articles of association.

#### ***Directors' Interests***

Provided that a director has disclosed to the other directors the nature and extent of any material interest of such director, a director notwithstanding his or her office may:

- be a party to, or otherwise interested in, any transaction or arrangement with us or in which we are otherwise interested and may be a director or other officer of, or be employed by, or hold any position with, or be a party to any transaction or arrangement with, or otherwise interested in, any entity in which we are interested;
- be counted in determining whether or not a quorum is present at any meeting of directors considering that transaction or arrangement or proposed transaction or arrangement; and
- vote in respect of, or in respect of any matter arising out of, the transaction or arrangement or proposed transaction or arrangement.

A director shall not, by reason of his or her office as a director, be accountable to us for any benefit that he or she derives from any interest or position referred to above and no transaction or arrangement shall be liable to be avoided on the ground of any interest, office, employment or position referred to above.

The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorization) authorize, to the fullest extent permitted by law:

- any matter that would otherwise result in a director infringing his or her duty to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with our interests and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties); and
- a director to accept or continue in any office, employment or position in addition to his or her office as a director and, without prejudice to the generality of the above, may authorize the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

*provided* that the authorization is effective only if (i) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director, and (ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

#### ***Directors' Fees and Remuneration***

Each of the directors who do not hold executive office (other than alternate directors) shall be paid a fee at such rate as may from time to time be determined by the board (or for the avoidance of

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doubt any duly authorized committee of the board) provided that the aggregate of all such fees so paid to such directors shall not exceed £3,000,000 per annum, or such other figure as may from time to time be determined by ordinary resolution of the shareholders or in accordance with the prevailing directors' remuneration policy.

Each director may be paid their reasonable traveling, hotel and other expenses of attending and returning from meetings of the board or committees of the board or general meetings or separate meetings of the holders of any class of shares or of debentures and shall be paid all expenses properly incurred by them in the conduct of the Company's business.

Any director who holds any other office in the Company (including for this purpose the office of chair, serves on any committee of the directors or performs (or undertakes to perform) services that the directors consider go beyond the ordinary duties of a director) may be paid such additional remuneration (whether by way of fixed sum, bonus, commission, participation in profits or otherwise) as the directors may determine.

### ***Borrowing Powers***

Subject to the provisions of the Companies Act, the board may exercise all the powers to borrow money; give a guarantee; hypothecate, mortgage, charge or pledge all or any part of our undertaking, property and assets (present and future); and create and issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of us or of any third party.

### ***Indemnity***

To the extent permitted by law, each person who is or was a director or officer of us, or a director of any associated company of us, may be indemnified by us, directly or indirectly, against any loss or liability sustained or incurred by him or her in the execution and discharge of his or her duties or powers. The Companies Act renders void an indemnity for a director against any liability attaching to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which he or she is a director. We may purchase and maintain insurance for each person who is or was a director or officer of us, or a director of any of our associated company, against any loss or liability or any expenditure he or she may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or her or otherwise, in relation to us or any of our associated company.

### ***Exclusive Jurisdiction***

Except with respect to any cause of action arising under the Securities Act or the Exchange Act, the courts of England and Wales shall have exclusive jurisdiction to resolve:

- any derivative action or proceeding brought on behalf of the Company;
- any action or proceeding asserting a claim of breach of fiduciary duty owed by any director, officer or other employee to the Company;
- any action or proceeding asserting a claim arising out of any provision of the Companies Act or our amended and restated articles of association; or
- any action or proceeding asserting a claim or otherwise related to the affairs of the Company.

The United States District Court for the Southern District of New York shall have exclusive jurisdiction to resolve any complaint asserting a cause of action arising under the Securities Act or the Exchange Act. Moreover, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all claims brought to enforce any duty or liability created by the Securities Act or

the rules and regulations thereunder, which permits investors to bring actions to enforce a duty or liability under the Securities Act in any state or federal court of competent jurisdiction.

## **Other Relevant English Law Considerations**

### **Allotment of Shares**

In accordance with the Companies Act, the board may be generally and unconditionally authorized to exercise for each prescribed period of up to five years all the powers of the Company to allot shares or grant rights to subscribe for or to convert any security into shares up to an aggregate nominal amount equal to the amount stated in the relevant ordinary resolution authorizing such allotment.

### **Preemptive Rights**

The laws of England and Wales generally provide shareholders with preemptive rights when new shares are issued for cash; however, it is possible for the articles of association, or shareholders at a general meeting representing at least 75% of our ordinary shares present (in person or by proxy) and voting at that general meeting, to disapply these preemptive rights. Such a disapplication of preemptive rights may be for a maximum period of up to five years from the date of adoption of the articles of association, if the disapplication is contained in the articles of association, or from the date of the shareholder resolution to which the authorization relates, if the disapplication is by shareholder resolution. In either case, this disapplication would need to be renewed by our shareholders upon its expiration (i.e., at least every five years) to be effective.

On \_\_\_\_\_, 2024, our shareholders approved an authority of our board of directors to allot equity securities and the disapplication of preemptive rights for the allotment of ordinary shares up to an aggregate nominal amount of \$ \_\_\_\_\_, other than in connection with this offering. This disapplication is effective until \_\_\_\_\_.

### **Application of the U.K. City Code on Takeovers and Mergers**

The U.K. City Code on Takeovers and Mergers (the "Takeover Code") applies to all offers for companies that have their registered office in the United Kingdom, the Channel Islands or the Isle of Man if any of their equity share capital or other transferable securities carrying voting rights are admitted to trading on a U.K. regulated market or a U.K. multilateral trading facility or on any stock exchange in the Channel Islands or the Isle of Man.

The Takeover Code also applies to all offers for public companies that have their registered office in the United Kingdom, the Channel Islands or the Isle of Man if they are considered by the Panel on Takeovers and Mergers (the "Takeover Panel") to have their place of central management and control in the United Kingdom, the Channel Islands or the Isle of Man. This is known as the "residency test." In determining whether the residency test is satisfied, the Takeover Panel has regard primarily to whether a majority of a company's directors are resident in these jurisdictions.

Our registered office is in the United Kingdom and our place of central management and control is currently in the United Kingdom for the purposes of the jurisdictional criteria of the Takeover Code. Accordingly, we are currently subject to the Takeover Code, and as a result, our shareholders are currently entitled to the benefit of certain takeover offer protections provided under the Takeover Code, including the rules regarding mandatory takeover bids (a summary of which is set out below).

Under Rule 9 of the Takeover Code, where:

- any person, together with persons acting in concert with them, acquires, whether by a series of transactions over a period of time or not, an interest in shares of the Company, which, taken

together with shares in which such person is already interested and in which persons acting in concert with such person are interested, carry 30% or more of the voting rights in the Company; or

- any person who, together with persons acting in concert with them, is interested in shares, which, in the aggregate, carry not less than 30% of the voting rights of a company but does not hold shares carrying more than 50% of such voting rights and such person, or any person acting in concert with them, acquires an additional interest in shares that increases the percentage of shares carrying voting rights in which they are interested,

such person shall, except in limited circumstances, be obliged to make an offer, on the basis set out in Rules 9.3, 9.4 and 9.5 of the Takeover Code for our outstanding ordinary shares.

An offer under Rule 9 of the Takeover Code must be made in cash (or accompanied by a cash alternative) at a price not less than the highest price paid for any interest in the shares by the person required to make an offer or any person acting in concert with such person during the 12 months prior to the announcement of the offer.

Under the Takeover Code, “persons acting in concert” comprise persons who, pursuant to an agreement or understanding (whether formal or informal and whether or not in writing) actively cooperate, through the acquisition by them of an interest in shares in a company, to obtain or consolidate control of the company. “Control” means holding, or aggregate holdings, of an interest or interests in shares carrying in the aggregate 30% or more of the voting rights of a company, irrespective of whether the holding or holdings give *de facto* control. In this context, “voting rights” means all the voting rights attributable to the capital of the company which are currently exercisable at a general meeting.

Under the Takeover Code, shareholders in a private company, who, following the re-registration of that company as a public company in connection with an initial public offering or otherwise, become shareholders in a company to which the Takeover Code applies, are additionally presumed to be acting in concert in respect of that company unless the contrary is established.

Applying this presumption, all of our shareholders prior to the offering would be presumed to be acting in concert with each other. However, we have agreed with the Takeover Panel that Amphitryon Ltd. (which is 58.76% beneficially owned by funds affiliated with JRJ Group and 41.24% beneficially owned by funds affiliated with BXR Group Holdings Limited), JRJ Group, BXR Group, Ocean Ring Jersey Co. Limited (which is beneficially owned by funds affiliated with Trilantic Capital Partners IV (Europe) L.P. as of the date of this prospectus) and Trilantic Capital Partners are members of a concert party, but that none of our other shareholders prior to the offering are members of a concert party.

Immediately following the offering, Amphitryon Ltd. and Ocean Ring Jersey Co. Limited will in aggregate hold approximately % of our issued share capital, if there is no exercise of the underwriters’ option to purchase additional ordinary shares, or approximately % if there is full exercise of the underwriters’ option to purchase additional ordinary shares.

### **Squeeze-out Provisions**

Under Sections 979 to 982 of the Companies Act, where a takeover offer (as defined in Section 974 of the Companies Act) has been made for our shares and the offeror has acquired, or unconditionally contracted to acquire, not less than 90% in value of the shares to which the offer relates and not less than 90% of the voting rights carried by those shares, the offeror could then compulsorily acquire the remaining 10%. It would do so by sending a notice to the outstanding minority shareholders telling them that it will compulsorily acquire their shares to which the offer relates.

The squeeze-out of the minority shareholders can be completed at the end of six weeks from the date the notice has been given, at which time the offeror would execute a transfer of the outstanding shares to which the offer relates in its favor and pay the consideration to the Company to be held in

trust for the outstanding minority shareholders. The consideration offered to the outstanding minority shareholders whose shares are compulsorily acquired under this procedure must, in general, be the same as the consideration that was available under the original offer.

### ***Sell-Out Provisions***

Sections 983 to 985 of the Companies Act also give our minority shareholders a right to be bought out in certain circumstances by an offeror who has made a takeover offer for our shares. Any holder of shares to which the offer relates, and who has not otherwise accepted the offer, may require the offeror to acquire its shares if, prior to the expiration of the acceptance period for such offer, the offeror has acquired or unconditionally agreed to acquire not less than 90% in value of our shares to which the offer relates and not less than 90% of the voting rights carried by those shares. The offeror is required to give any shareholder notice of their right to be bought out within one month of that right arising. The offeror may impose a time limit on the rights of minority shareholders to be bought out that is not less than three months after the end of the acceptance period, or if longer, a period of three months from the date of the notice. If a shareholder exercises their rights to be bought out, the offeror is required to acquire those shares on the terms of the offer or on such other terms as may be agreed.

### ***Disclosure of Interest in Shares***

Pursuant to Part 22 of the Companies Act and our amended and restated articles of association, we are empowered by notice in writing to require any person whom we know or have reasonable cause to believe to be interested in our shares, or at any time during the three years immediately preceding the date on which the notice is issued has been so interested, within a reasonable time to disclose to us particulars of that person's interest and (so far as is within their knowledge) details of any other interest that subsists or subsisted in those shares.

Under our amended and restated articles of association, if a person defaults in supplying us with the required details in relation to the shares in question (the "default shares") within the prescribed period of 14 days, our directors may by notice direct that:

- in respect of the default shares and any other shares held by such person, the relevant shareholder shall not be entitled to vote (either in person or by representative or proxy) at any general meeting or to exercise any other right conferred by a shareholding in relation to general meetings; and
- where the default shares represent at least 0.25% in nominal value of the issued shares of their class, (i) any dividend or other money payable in respect of the default shares shall be retained by us without liability to pay interest and/or (ii) no transfers by the relevant shareholder of any default shares may be registered (unless the shareholder itself is not in default and the shareholder provides a certificate, in a form satisfactory to the directors, to the effect that after due and careful enquiry the shareholder is satisfied that none of the shares to be transferred are default shares), provided that, where shares are uncertificated, any refusal to transfer such shares can only be made in accordance with and subject to the provisions of the Uncertificated Securities Regulation 2001.

### ***Purchase of Own Shares***

Under the laws of England and Wales, a public limited company may only purchase its own shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares made for the purpose of financing the purchase, subject to complying with procedural requirements under the Companies Act (including that the purchase be approved by the company's shareholders) and provided that the articles of association do not restrict the company's ability to purchase its own shares. Our amended and restated articles of association will not prohibit us from purchasing our own shares. Therefore, subject to the Companies Act and without prejudice to any relevant special rights attached to any class of shares, the Company may purchase any of its own shares of any class in any way and at any price (whether at par or above or below par). A limited company may not purchase its



own shares if, as a result of the purchase, there would no longer be any issued shares of the company other than redeemable shares or shares held as treasury shares. Shares must be fully paid in order to be repurchased.

Any such purchase will be either a “market purchase” or an “off market purchase,” each as defined in the Companies Act. A “market purchase” is a purchase made on a “recognized investment exchange” (other than an overseas exchange) as defined in FSMA. An “off market purchase” is a purchase that is not made on a “recognized investment exchange.” Both “market purchases” and “off market purchases” require prior shareholder approval by way of an ordinary resolution. In the case of an “off market purchase,” a company’s shareholders, other than the shareholders from whom the company is purchasing shares, must approve the terms of the contract to purchase shares and in the case of a “market purchase,” the shareholders must approve the maximum number of shares that can be purchased and the maximum and minimum prices to be paid by the company. Both resolutions authorizing “market purchases” and “off-market purchases” must specify a date, not later than five years after the passing of the resolution, on which the authority to purchase is to expire.

A share buy-back by a company of its shares will give rise to U.K. stamp duty (and may give rise to SDRT) at the rate of 0.5% of the amount or value of the consideration payable by the company (rounded up to the next £5.00), and such stamp duty (or SDRT) will be paid by the company. The charge to SDRT will be cancelled or, if already paid, repaid (generally with interest), where a transfer instrument for stamp duty purposes has been duly stamped within six years of the charge arising (either by paying the stamp duty or by claiming an appropriate relief) or if the instrument is otherwise exempt from stamp duty.

Nasdaq is an “overseas exchange” for the purposes of the Companies Act and accordingly does not fall within the definition of a “recognized investment exchange” for the purposes of FSMA, as modified by the Companies Act, and any purchase made by us would need to comply with the procedural requirements under the Companies Act that regulate “off market purchases.”

### ***Distributions and Dividends***

Under the Companies Act, before a company can lawfully make a distribution or dividend, it must ensure that it has sufficient distributable reserves (on a non-consolidated basis). The basic rule is that a company’s profits available for the purpose of making a distribution are its accumulated, realized profits, so far as not previously utilized by distribution or capitalization, less its accumulated, realized losses, so far as not previously written off in a reduction or reorganization of capital duly made. The requirement to have sufficient distributable reserves before a distribution or dividend can be paid applies to us and to each of our subsidiaries that has been incorporated under the laws of England and Wales.

It is not sufficient that we, as a public company, have made a distributable profit for the purpose of making a distribution. An additional capital maintenance requirement is imposed on us to ensure that the net worth of the Company is at least equal to the amount of its capital. A public company can only make a distribution:

- if, at the time that the distribution is made, the amount of its net assets (that is, the total excess of assets over liabilities) is not less than the total of its called up share capital and undistributable reserves; and
- if, and to the extent that, the distribution itself, at the time that it is made, does not reduce the amount of its net assets to less than that total.

### ***Shareholder Rights***

Certain rights granted under the Companies Act, including the right to requisition a general meeting or require a resolution to be put to shareholders at the annual general meeting, are only available to our shareholders. For English law purposes, our shareholders are the persons who are registered as the owners of the legal title to the shares and whose names are recorded in our share register. See “*Material Tax Considerations—Material U.K. Tax Considerations.*”

### **Requisitioning Shareholder Meetings**

If any shareholder or shareholders representing at least 5% of the paid-up capital of the Company carrying voting rights requests, in accordance with the provisions of the Companies Act, us to (a) call a general meeting for the purposes of bringing a resolution before the meeting, or (b) give notice of a resolution to be proposed at a general meeting, such request must among other things (in addition to any other statutory requirements):

- set forth the name and address of the requesting person and equivalent details of any person associated with it or them (in the manner contemplated by the amended and restated articles of association), together with details of all interests held by such person (and their associated persons) in us;
- if the request relates to any business the shareholder proposes to bring before the meeting, set forth a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting, the text of the proposal (including the complete text of any proposed resolutions) and, in the case of any proposal to amend the amended and restated articles of association, the complete text of the proposed amendment;
- set forth, as to each person (if any) whom the shareholder proposes to nominate for appointment to the board of directors, all information that would be required to be disclosed by us in connection with the election of directors, and such other information as we may require to determine the eligibility of such proposed nominee for appointment to the board of directors.

### **Exchange Controls**

There are no governmental laws, decrees, regulations or other legislation in the United Kingdom that may affect the import or export of capital, including the availability of cash and cash equivalents for use by us, or that may affect the remittance of dividends, interest, or other payments by us to non-resident holders of our ordinary shares other than withholding tax requirements. There is no limitation imposed by the laws of England and Wales or in the amended and restated articles of association on the right of non-residents to hold or vote shares.

### **Differences in Corporate Law**

The applicable provisions of the Companies Act differ from laws applicable to U.S. corporations and their shareholders. Set forth below is a summary of certain differences between the provisions of the Companies Act applicable to us and the General Corporation Law of the State of Delaware relating to shareholders' rights and protections. This summary is not intended to be a complete discussion of the respective rights and it is qualified in its entirety by reference to Delaware law and the laws of England and Wales.

	<b>England and Wales</b>	<b>Delaware</b>
Number of Directors	Under the Companies Act, a public limited company must have at least two directors and the number of directors may be fixed by or in the manner provided in the company's articles of association.	Under Delaware law, a corporation must have at least one director and the number of directors shall be fixed by or in the manner provided in the bylaws, unless the certificate of incorporation fixes the number of directors, in which case a change in the number of directors may be made only by amendment of the certificate of incorporation.
Removal of Directors	Under the Companies Act, shareholders may remove a director without cause by an ordinary resolution (which is passed by a simple majority of	Under Delaware law, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of the shares then

	<b>England and Wales</b>	<b>Delaware</b>
	<p>those voting in person or by proxy at a general meeting) irrespective of any provisions of any service contract the director has with the company, provided 28 clear days' notice of the resolution has been given to the company and its shareholders. On receipt of notice of an intended resolution to remove a director, the company must forthwith send a copy of the notice to the director concerned. Certain other procedural requirements under the Companies Act must also be followed such as allowing the director to make representations against their removal either at the meeting or in writing.</p>	<p>entitled to vote at an election of directors, except (i) unless the certificate of incorporation provides otherwise, in the case of a corporation whose board of directors is classified, shareholders may effect such removal only for cause, or (ii) in the case of a corporation having cumulative voting, if less than the entire board of directors is to be removed, no director may be removed without cause if the votes cast against their removal would be sufficient to elect them if then cumulatively voted at an election of the entire board of directors, or, if there are classes of directors, at an election of the class of directors of which they are a part.</p>
Vacancies on the Board of Directors	<p>Under the laws of England and Wales, the procedure by which directors, other than a company's initial directors, are appointed is generally set out in a company's articles of association, provided that where two or more persons are appointed as directors of a public limited company by resolution of the shareholders, resolutions appointing each director must be voted on individually.</p>	<p>Under Delaware law, vacancies and newly created directorships may be filled by a majority of the directors then in office (even though less than a quorum) or by a sole remaining director unless (i) otherwise provided in the certificate of incorporation or by-laws of the corporation; or (ii) the certificate of incorporation directs that a particular class of stock or series thereof is to elect such director, in which case a majority of the other directors elected by such class or series, or a sole remaining director elected by such class or series, will fill such vacancy.</p>
Annual General Meeting	<p>Under the Companies Act, a public limited company must hold an annual general meeting in each six-month period following its annual accounting reference date.</p>	<p>Under Delaware law, the annual meeting of stockholders shall be held at such place, on such date and at such time as may be designated from time to time by the board of directors or as provided in the certificate of incorporation or by the bylaws.</p>
General Meeting	<p>Under the Companies Act, a general meeting of the shareholders of a public limited company may be called by the directors.</p>	<p>Under Delaware law, special meetings of the stockholders may be called by the board of directors or by such person or persons as may be authorized by the certificate of incorporation or by the bylaws.</p>
Notice of General Meetings	<p>Shareholders holding at least 5% of the paid-up capital of the company carrying voting rights at general meetings (excluding any paid up capital held as treasury shares) can require the directors to call a general meeting and, if the directors fail to do so within a certain period, may themselves (or any of them representing more than one half of the total voting rights of all of them) convene a general meeting.</p> <p>Subject to a company's articles of association providing for a longer period, under the Companies Act, at</p>	<p>entitled to vote at an election of directors, except (i) unless the certificate of incorporation provides otherwise, in the case of a corporation whose board of directors is classified, shareholders may effect such removal only for cause, or (ii) in the case of a corporation having cumulative voting, if less than the entire board of directors is to be removed, no director may be removed without cause if the votes cast against their removal would be sufficient to elect them if then cumulatively voted at an election of the entire board of directors, or, if there are classes of directors, at an election of the class of directors of which they are a part.</p> <p>Under Delaware law, unless otherwise provided in the certificate of incorporation or bylaws, written notice</p>

	<u>England and Wales</u>	<u>Delaware</u>
	<p>least 21 clear days' notice must be given for an annual general meeting and any resolutions to be proposed at the meeting. Subject to a company's articles of association providing for a longer period, at least 14 clear days' notice is required for any other general meeting. In addition, certain matters, such as the removal of directors or auditors, require special notice, which is 28 clear days' notice. The shareholders of a company may in all cases consent to a shorter notice period, the proportion of shareholders' consent required being 100% of those entitled to attend and vote in the case of an annual general meeting and, in the case of any other general meeting, a majority in number of the members having a right to attend and vote at the meeting, being a majority who together hold not less than 95% in nominal value of the shares giving a right to attend and vote at the meeting.</p>	<p>of any meeting of the stockholders must be given to each stockholder entitled to vote at the meeting not less than 10 days nor more than 60 days before the date of the meeting and shall specify the place, date, hour, the means of remote communications by which stockholders and proxy holders may be deemed present and may vote at the meeting, the record date for determining stockholders entitled to vote at the meeting (if different than the record date for determining stockholders entitled to notice) and, if the meeting is a special meeting, the purpose or purposes of the meeting.</p>
Quorum	<p>Subject to the provisions of a company's articles of association, the Companies Act provides that two shareholders present at a meeting (in person, by proxy or authorized representative under the Companies Act) shall constitute a quorum for companies with more than one member.</p>	<p>The certificate of incorporation or bylaws may specify the number of shares, the holders of which shall be present or represented by proxy at any meeting in order to constitute a quorum, but in no event shall a quorum consist of less than one third of the shares entitled to vote at the meeting. In the absence of such specification in the certificate of incorporation or bylaws, a majority of the shares entitled to vote, present in person or represented by proxy, shall constitute a quorum at a meeting of stockholders.</p>
Proxy	<p>Under the Companies Act, at any meeting of shareholders, a shareholder may designate another person to attend, speak and vote at the meeting on their behalf by proxy.</p>	<p>Under Delaware law, at any meeting of stockholders, a stockholder may designate another person to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A director of a Delaware corporation may not issue a proxy representing the director's voting rights as a director.</p>
Preemptive Rights	<p>Under the Companies Act, "equity securities," being (i) shares in the Company other than shares that, with respect to dividends and capital, carry a right to participate only up to a specified amount in a distribution, referred to as "ordinary shares;" or (ii) rights to subscribe for, or to convert securities into, ordinary shares, proposed to be allotted for cash must be offered first to the</p>	<p>Under Delaware law, stockholders have no preemptive rights to subscribe to additional issues of stock or to any security convertible into such stock unless, and except to the extent that, such rights are expressly provided for in the certificate of incorporation.</p>

	<b>England and Wales</b>	<b>Delaware</b>
Authority to Allot	<p>existing equity shareholders in the company in proportion to the respective nominal value of their holdings, unless an exception applies or a special resolution to the contrary has been passed by shareholders in a general meeting or the articles of association provide otherwise in each case in accordance with the provisions of the Companies Act.</p> <p>Under the Companies Act, the directors of a company must not allot shares or grant rights to subscribe for or to convert any security into shares unless an exception applies or an ordinary resolution to the contrary has been passed by shareholders in a general meeting or the articles of association provide otherwise in each case in accordance with the provisions of the Companies Act.</p>	<p>Under Delaware law, the board of directors or, if the corporation's charter or certificate of incorporation so provides, the stockholders have the power to authorize the issuance of stock. It may authorize capital stock to be issued for consideration consisting of cash, any tangible or intangible property or any benefit to the corporation or any combination thereof. It may determine the amount of such consideration by approving a formula. In the absence of actual fraud in the transaction, the judgment of the directors as to the value of such consideration is conclusive.</p>
Liability of Directors and Officers	<p>Under the Companies Act, any provision, whether contained in a company's articles of association or any contract or otherwise, that purports to exempt a director of a company, to any extent, from any liability that would otherwise attach to them in connection with any negligence, default, breach of duty or breach of trust in relation to the company is void.</p> <p>Any provision by which a company directly or indirectly provides an indemnity, to any extent, for a director of the company or of an associated company against any liability attaching to them in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which they are a director is also void except as permitted by the Companies Act, which provides exceptions for the company to (i) purchase and maintain insurance against such liability; (ii) provide a "qualifying third party indemnity" (being an indemnity against liability incurred by the director to a person other than the company or an associated company or criminal proceedings in which they are convicted); and (iii) provide a "qualifying pension scheme indemnity" (being an indemnity against liability incurred in connection with our activities as trustee of an occupational pension plan).</p>	<p>Under Delaware law, a corporation's certificate of incorporation may include a provision eliminating or limiting the personal liability of a director to the corporation and its stockholders for monetary damages arising from a breach of fiduciary duty as a director. However, no provision can limit the liability of a director for:</p> <ul style="list-style-type: none"><li>• any breach of the director's duty of loyalty to the corporation or its stockholders;</li><li>• acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;</li><li>• intentional or negligent payment of unlawful dividends or stock purchases or redemptions; or</li><li>• any transaction from which the director derives an improper personal benefit.</li></ul>

	<u>England and Wales</u>	<u>Delaware</u>
Voting Rights	<p>For a company incorporated under the laws of England and Wales, it is usual for the articles of association to provide that, unless a poll is demanded by the shareholders of a company or is required by the chair of the meeting or the company's articles of association, shareholders shall vote on all resolutions on a show of hands. Under the Companies Act, a poll may be demanded by (i) not fewer than five shareholders having the right to vote on the resolution; (ii) any shareholder(s) representing not less than 10% of the total voting rights of all the shareholders having the right to vote on the resolution (excluding any voting rights attaching to treasury shares); or (iii) any shareholder(s) holding shares in the company conferring a right to vote on the resolution (excluding any voting rights attaching to treasury shares) being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right. A company's articles of association may provide more extensive rights for shareholders to call a poll.</p> <p>Under the laws of England and Wales, an ordinary resolution is passed on a show of hands if it is approved by a simple majority (more than 50%) of the votes cast by shareholders present (in person or by proxy) and entitled to vote. If a poll is demanded, an ordinary resolution is passed if it is approved by holders representing a simple majority of the total voting rights of shareholders present, in person or by proxy, who, being entitled to vote, vote on the resolution.</p> <p>On a show of hands, special resolutions require the affirmative vote of not less than 75% of the votes cast by shareholders present, in person or by proxy, at the meeting. If a poll is demanded, a special resolution is passed if it is approved by holders representing not less than 75% of the total voting rights of shareholders in person or by proxy who, being entitled to vote, vote on the resolution.</p>	<p>Delaware law provides that, unless otherwise provided in the certificate of incorporation, each stockholder is entitled to one vote for each share of capital stock held by such stockholder.</p>
Shareholder Vote on Certain Transactions	<p>The Companies Act provides for schemes of arrangement, which are arrangements or compromises between a company and any class of</p>	<p>Generally, under Delaware law, unless the certificate of incorporation provides for the vote of a larger portion of the stock, completion of a merger,</p>

	<b>England and Wales</b>	<b>Delaware</b>
	<p>shareholders or creditors and used in certain types of reconstructions, amalgamations, capital reorganizations, or takeovers. These arrangements require:</p> <ul style="list-style-type: none"> <li>the approval at a shareholders' or creditors' meeting convened by order of the court, of a majority in number of shareholders or creditors or a class thereof representing 75% in value of the capital held by, or debt owed to, the class of shareholders or creditors, or class thereof, respectively, present and voting, either in person or by proxy; and</li> <li>the sanction of the court.</li> </ul>	<p>consolidation, sale, lease or exchange of all or substantially all of a corporation's assets or dissolution requires:</p> <ul style="list-style-type: none"> <li>the approval of the board of directors; and</li> <li>approval by the vote of the holders of a majority of the outstanding stock or, if the certificate of incorporation provides for more or less than one vote per share, a majority of the votes of the outstanding stock of a corporation entitled to vote on the matter.</li> </ul>
Standard of Conduct for Directors	<p>Under the laws of England and Wales, a director owes various statutory and fiduciary duties to the company, including:</p> <ul style="list-style-type: none"> <li>to act in the way they consider, in good faith, would be most likely to promote the success of the company for the benefit of its members as a whole, and in doing so have regard (amongst other matters) to: (i) the likely consequences of any decision in the long-term, (ii) the interests of the company's employees, (iii) the need to foster the company's business relationships with suppliers, clients and others, (iv) the impact of the company's operations on the community and the environment, (v) the desirability to maintain a reputation for high standards of business conduct, and (vi) the need to act fairly as between members of the company;</li> <li>to avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly conflicts, with the interests of the company;</li> <li>to act in accordance with our constitution and only exercise their powers for the purposes for which they are conferred;</li> <li>to exercise independent judgment;</li> <li>to exercise reasonable care, skill, and diligence;</li> <li>not to accept benefits from a third party conferred by reason of their being a director or doing, or not doing, anything as a director; and</li> </ul>	<p>Delaware law does not contain specific provisions setting forth the standard of conduct of a director. The scope of the fiduciary duties of directors is generally determined by the courts of the State of Delaware. In general, directors have a duty to act without self-interest, on a well-informed basis and in a manner they reasonably believe to be in the best interest of the stockholders.</p> <p>Directors of a Delaware corporation owe fiduciary duties of care and loyalty to the corporation and to its stockholders. The duty of care generally requires that a director act in good faith, with the care that an ordinarily prudent person would exercise under similar circumstances. Under this duty, a director must inform themselves of all material information reasonably available regarding a significant transaction.</p> <p>The duty of loyalty requires that a director act in a manner they reasonably believes to be in the best interests of the corporation. They must not use their corporate position for personal gain or advantage. In general, but subject to certain exceptions, actions of a director are presumed to have been made on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation. However, this presumption may be rebutted by evidence of a breach of one of the fiduciary duties. Delaware courts have also imposed a heightened standard of conduct upon directors of a Delaware corporation who take any action designed to defeat a threatened change in control of the corporation.</p>

	<b>England and Wales</b>	<b>Delaware</b>
Shareholder Litigation	<ul style="list-style-type: none"><li>• a duty to declare any interest that they have, whether directly or indirectly, in a proposed or existing transaction or arrangement with the Company.</li></ul> <p>Under the laws of England and Wales, generally, the company, rather than its shareholders, is the proper claimant in an action in respect of a wrong done to the company or where there is an irregularity in the company's internal management. Notwithstanding this general position, the Companies Act provides that (i) a court may allow a shareholder to bring a derivative claim (that is, an action in respect of and on behalf of the company) in respect of a cause of action arising from a director's negligence, default, breach of duty or breach of trust and (ii) a shareholder may bring a claim for a court order where the company's affairs have been or are being conducted in a manner that is unfairly prejudicial to some of its shareholders.</p>	<p>In addition, under Delaware law, when the board of directors of a Delaware corporation approves the sale or break-up of a corporation, the board of directors may, in certain circumstances, have a duty to obtain the highest value reasonably available to the shareholders.</p> <p>Under Delaware law, a stockholder may initiate a derivative action to enforce a right of a corporation if the corporation fails to enforce the right itself. The complaint must:</p> <ul style="list-style-type: none"><li>• state that the plaintiff was a stockholder at the time of the transaction of which the plaintiff complains or that the plaintiff's shares thereafter devolved on the plaintiff by operation of law; and</li><li>• allege with particularity the efforts made by the plaintiff to obtain the action the plaintiff desires from the directors and the reasons for the plaintiff's failure to obtain the action; or</li><li>• state the reasons for not making the effort.</li></ul> <p>Additionally, the plaintiff must remain a stockholder through the duration of the derivative suit. The action will not be dismissed or compromised without the approval of the Delaware Court of Chancery.</p>

### **Listing**

We have applied to list our ordinary shares on Nasdaq under the symbol "MRX."



## ORDINARY SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our ordinary shares. Future sales of our ordinary shares in the public market could adversely affect market prices prevailing from time to time. Furthermore, because only a limited number of our ordinary shares will be available for sale shortly after this offering due to existing contractual and legal restrictions on resale as described below, there may be sales of substantial amounts of our ordinary shares in the public market after such restrictions lapse. This may adversely affect the prevailing market price of our ordinary shares and our ability to raise equity capital in the future. See “*Risk Factors—Risks Related to this Offering and Ownership of Our Ordinary Shares*” for more information.

Upon completion of this offering, we will have \_\_\_\_\_ ordinary shares outstanding, or \_\_\_\_\_ ordinary shares outstanding if the underwriters exercise their option to purchase additional ordinary shares from us in full, after giving effect to: (i) the conversion of our outstanding Growth Options into \_\_\_\_\_ Growth Shares in connection with and prior to the consummation of this offering, (ii) the conversion of our outstanding Growth Shares into non-voting ordinary shares in connection with and prior to the consummation of this offering, assuming an initial public offering price of \$ \_\_\_\_\_ per ordinary share, which is the midpoint of the price range set forth on the cover page of this prospectus, (iii) the exercise of a warrant into \_\_\_\_\_ non-voting ordinary shares in connection with and prior to the consummation of this offering, (iv) the reclassification of all of our non-voting ordinary shares into ordinary shares on a one-for-one basis in connection with and prior to the consummation of this offering and (v) the issuance of additional ordinary shares to former holders of Growth Shares to satisfy the dividend adjustment.

All of the ordinary shares expected to be sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except for ordinary shares held by our “affiliates,” as that term is defined in Rule 144 under the Securities Act, who are subject to lock-up restrictions or are restricted from selling shares by Rule 144. The remaining outstanding ordinary shares will be deemed “restricted securities” as that term is defined under Rule 144. Restricted securities may be sold in the public market only if their offer and sale is registered under the Securities Act or if the offer and sale of those securities qualify for an exemption from registration, including exemptions provided by Rules 144 and 701 under the Securities Act, which are summarized below.

As a result of the lock-up agreements described below, the lock-up arrangements in connection with the series 2020 Growth Shares (see “*Management—Equity Incentive Plans—Growth Shares*” for additional information) and the provisions of Rules 144 or 701, and assuming no extension of the lock-up period and no exercise of the underwriters’ option to purchase additional ordinary shares, the ordinary shares that will be deemed “restricted securities” will be available for sale in the public market following the completion of this offering as follows:

- No ordinary shares will be eligible for sale on the date of this prospectus;
- \_\_\_\_\_ ordinary shares, as applicable, will be eligible for sale upon expiration of the lock-up agreements described below, beginning more than 180 days after the date of this prospectus;
- \_\_\_\_\_ ordinary shares, as applicable, will be eligible for sale upon expiration of the restrictions set forth under the terms of the 2020 Growth Shares, beginning more than one year after the date of this prospectus; and
- \_\_\_\_\_ ordinary shares, as applicable, will be eligible for sale upon expiration of the restrictions set forth under the terms of the 2020 Growth Shares, beginning more than two years after the date of this prospectus.

### **Rule 144**

In general, a person who has beneficially owned our ordinary shares that are restricted securities for at least six months would be entitled to sell such securities, *provided* that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Persons who have beneficially owned our ordinary shares that are restricted securities for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of our ordinary shares then outstanding, which will equal approximately \_\_\_\_\_ ordinary shares immediately after this offering; or
- the average weekly trading volume of our ordinary shares on Nasdaq during the four calendar weeks preceding the date of filing of a notice on Form 144 with respect to the sale;

*provided*, in each case, that we are subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144 to the extent applicable.

### **Rule 701**

In general, under Rule 701, any of our employees, executive officers, directors, consultants or advisors who purchases shares from us in connection with a compensatory share or option plan or other written agreement before the effective date of this offering is entitled to resell such shares 90 days after the effective date of this offering in reliance on Rule 144, without having to comply with the holding period requirements or other restrictions contained in Rule 701.

The SEC has indicated that Rule 701 will apply to typical share options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after the date of this prospectus. Securities issued in reliance on Rule 701 are restricted securities and, subject to the contractual restrictions described below, beginning 90 days after the date of this prospectus, may be sold by persons other than “affiliates,” as defined in Rule 144, subject only to the manner of sale provisions of Rule 144 and by “affiliates” under Rule 144 without compliance with its one-year minimum holding period requirement.

### **Regulation S**

Regulation S provides generally that sales made in offshore transactions are not subject to the registration or prospectus delivery requirements of the Securities Act.

### **Lock-up Agreements**

We, the Selling Shareholders, our executive officers, directors and substantially all of our other shareholders have agreed, subject to limited exceptions, not to offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise dispose of, directly or indirectly, or

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enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of ordinary shares or such other securities for a period of 180 days after the date of this prospectus, subject to certain exceptions, including as it relates to any shares pledged to a third party in arm's length transactions, from time to time, so long as the pledgee shall agree to be bound to lock-up arrangements in substantially the same form as the pledgor, without the prior written consent of the pledgee. These agreements are described below under the section captioned "*Underwriting*."

### **Growth Shares Lock-Up Arrangements**

Each recipient of the series 2020 Growth Shares is subject to lock-up arrangements pursuant to which each recipient may not transfer any interest in such number of series 2020 Growth Shares within one year of completion of this offering in excess of 33% of the recipient's series 2020 Growth Shares and within two years of completion of this offering in excess of 66% of the recipient's series 2020 Growth Shares (unless we determine otherwise). See section entitled "*Management—Equity Incentive Plans—Growth Shares*" for additional information.

### **Registration Rights**

We intend to enter into a Registration Rights Agreement upon consummation of this offering pursuant to which we will agree under certain circumstances to file a registration statement to register the resale of the shares held by certain of our existing shareholders, as well as to cooperate in certain public offerings of such shares. Registration of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates. See "*Certain Relationships and Related Party Transactions—Registration Rights Agreement*."

### **Share Awards**

We intend to file one or more registration statements on Form S-8 under the Securities Act to register the offer and sale of any ordinary shares issued or reserved for issuance under our share plans. We expect to file the registration statement covering these ordinary shares after the date of this prospectus, which will permit the resale of such shares by persons who are non-affiliates of ours in the public market without restriction under the Securities Act, subject, with respect to certain of the ordinary shares, to the provisions of the lock-up agreements described above.

## MATERIAL TAX CONSIDERATIONS

*The following summary contains a description of the material U.K. and U.S. federal income tax consequences of the acquisition, ownership and disposition of ordinary shares, but it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase ordinary shares. The summary is based upon the tax laws of England and Wales and regulations thereunder and on the tax laws of the United States and regulations thereunder as of the date hereof, which are subject to change.*

### Material U.K. Tax Considerations

The following is intended as a general guide to current U.K. tax law and HM Revenue & Customs, or HMRC, practice applying as at the date of this prospectus (both of which are subject to change at any time, possibly with retrospective effect) relating to the holding of ordinary shares. It does not constitute legal or tax advice and does not purport to be a complete analysis of all U.K. tax considerations relating to the holding of ordinary shares, or all of the circumstances in which holders of ordinary shares may benefit from an exemption or relief from U.K. taxation. It is written on the basis that the company does not (and will not) directly or indirectly derive 75% or more of its qualifying asset value from U.K. land, and that the company is and remains solely resident in the United Kingdom for tax purposes and will therefore be subject to the U.K. tax regime and not the U.S. tax regime save as set out below under “*U.S. Federal Income Taxation.*”

Except to the extent that the position of non-U.K. resident persons is expressly referred to, this guide relates only to persons who are resident (and, in the case of individuals, domiciled or deemed domiciled) for tax purposes solely in the United Kingdom and to whom split year treatment does not apply and who do not have a permanent establishment, branch, agency (or equivalent) or fixed base in any other jurisdiction with which the holding of the ordinary shares is connected, (“U.K. Holders”), who are absolute beneficial owners of the ordinary shares (where the ordinary shares are not held through an Individual Savings Account or a Self-Invested Personal Pension) and who hold the ordinary shares as investments. The statements in this guide do not apply to any Holder who either directly or indirectly holds or controls 10% or more of the company’s share capital (or class thereof), voting power or profits.

This guide may not relate to certain classes of U.K. Holders, such as (but not limited to):

- persons who are connected with the company;
- financial institutions;
- insurance companies;
- charities or tax-exempt organizations;
- collective investment schemes;
- pension schemes;
- market makers, intermediaries, brokers or dealers in securities;
- persons who have (or are deemed to have) acquired their ordinary shares by virtue of an office or employment or who are or have been officers or employees of the company or any of its affiliates; and
- individuals who are subject to U.K. taxation on a remittance basis.

**THESE PARAGRAPHS ARE A SUMMARY OF CERTAIN U.K. TAX CONSIDERATIONS AND ARE INTENDED AS A GENERAL GUIDE ONLY. IT IS RECOMMENDED THAT ALL HOLDERS OF ORDINARY SHARES OBTAIN ADVICE AS TO THE CONSEQUENCES OF THE ACQUISITION, OWNERSHIP AND DISPOSAL OF THE ORDINARY SHARES IN THEIR OWN SPECIFIC CIRCUMSTANCES FROM THEIR OWN TAX ADVISORS. IN PARTICULAR, NON-U.K. RESIDENT OR DOMICILED PERSONS ARE ADVISED TO CONSIDER THE POTENTIAL IMPACT OF ANY RELEVANT DOUBLE TAXATION AGREEMENTS.**

### ***Dividends***

#### ***Withholding Tax***

Dividends paid by the company will not be subject to any withholding or deduction for or on account of U.K. tax.

#### ***Income Tax***

An individual U.K. Holder may, depending on their particular circumstances, be subject to U.K. tax on dividends received from the company. An individual holder of ordinary shares who is not resident for tax purposes in the United Kingdom should not be chargeable to U.K. income tax on dividends received from the company unless they carry on (whether solely or in partnership) a trade, profession or vocation in the United Kingdom through a branch or agency to which the ordinary shares are attributable. There are certain exceptions for trading in the United Kingdom through independent agents, such as some brokers and investment managers.

All dividends received by an individual U.K. Holder from us or from other sources will form part of that U.K. Holder's total income for income tax purposes and will constitute the top slice of that income. A nil rate of income tax will apply to the first £1,000 of taxable dividend income received by the individual U.K. Holder in the 2023/24 tax year (and is to be reduced to £500 for the 2024/25 tax year) (the "Nil Rate Band"). Income within the Nil Rate Band will be taken into account in determining whether income in excess of the Nil Rate Band falls within the basic rate, higher rate or additional rate tax bands. Dividend income in excess of the Nil Rate Band will (subject to the availability of any income tax personal allowance) be taxed at 8.75% to the extent that the excess amount falls within the basic rate tax band, 33.75% to the extent that the excess amount falls within the higher rate tax band and 39.35% to the extent that the excess amount falls within the additional rate tax band.

#### ***Corporation Tax***

A corporate holder of ordinary shares who is not resident for tax purposes in the United Kingdom should not be chargeable to U.K. corporation tax on dividends received from the company unless it carries on (whether solely or in partnership) a trade in the United Kingdom through a permanent establishment to which the ordinary shares are attributable.

Corporate U.K. Holders should not be subject to U.K. corporation tax on any dividend received from the company so long as the dividends qualify for exemption, which should generally be the case, although certain conditions must be met. If the conditions for the exemption are not satisfied, or such U.K. Holder elects for an otherwise exempt dividend to be taxable, U.K. corporation tax will be chargeable on the amount of any dividends (currently, the main rate of corporation tax is 25%).

### **Chargeable Gains**

A disposal or deemed disposal of ordinary shares by a U.K. Holder may, depending on the U.K. Holder's circumstances and subject to any available exemptions or reliefs (such as the annual exemption for individuals), give rise to a chargeable gain or an allowable loss for the purposes of U.K. capital gains tax and corporation tax on chargeable gains.

If an individual U.K. Holder who is subject to U.K. income tax at either the higher or the additional rate is liable to U.K. capital gains tax on the disposal of ordinary shares, the current applicable rate will be 20%. For an individual U.K. Holder who is subject to U.K. income tax at the basic rate and liable to U.K. capital gains tax on such disposal, the current applicable rate would be 10%, save to the extent that any capital gains when aggregated with the U.K. Holder's other taxable income and gains in the relevant tax year exceed the unused basic rate tax band. In that case, the rate currently applicable to the excess would be 20%.

If a corporate U.K. Holder becomes liable to U.K. corporation tax on the disposal (or deemed disposal) of ordinary shares, the main rate of U.K. corporation tax (currently 25%) would apply.

A holder of ordinary shares that is not resident for tax purposes in the United Kingdom should not normally be liable to U.K. capital gains tax or corporation tax on chargeable gains on a disposal (or deemed disposal) of ordinary shares unless the person is carrying on (whether solely or in partnership) a trade, profession or vocation in the United Kingdom through a branch or agency (or, in the case of a corporate holder of ordinary shares, a trade through a permanent establishment) to which the ordinary shares are used in or for the purposes of such trade, profession or vocation (or, in the case of a corporate holder of ordinary shares, used, held or acquired for the purposes of the permanent establishment). However, an individual holder of ordinary shares who has ceased to be resident for tax purposes in the United Kingdom for a period of less than five years and who disposes of ordinary shares during that period may be liable on their return to the United Kingdom to U.K. tax on any capital gain realized (subject to any available exemption or relief).

### **Stamp Duty and Stamp Duty Reserve Tax**

*The discussion below relates to the holders of our ordinary shares wherever resident, however it should be noted that special rules may apply to certain persons such as market makers, brokers, dealers or intermediaries.*

### **Issue of Shares**

There is generally no liability to stamp duty or SDRT payable on the issue of new ordinary shares in the Company.

### **Transfers of Shares**

An unconditional agreement to transfer ordinary shares will normally give rise to a charge to SDRT at the rate of 0.5% of the amount or value of the consideration payable for the transfer. The purchaser of the shares is liable for the SDRT. Transfers of ordinary shares in certificated form are generally also subject to stamp duty at the rate of 0.5% of the amount or value of the consideration given for the transfer (rounded up to the next £5.00). Stamp duty is normally paid by the purchaser. There is an exemption where the consideration for a transfer is £1,000 or less and that transfer does not form part of a larger transaction or series of transactions where the combined consideration exceeds £1,000 and this is certified on the instrument of transfer. The charge to SDRT will be canceled or, if already paid, repaid (generally with interest and upon claim), where a transfer instrument has been duly stamped within six years of the charge arising (either by paying the stamp duty or by claiming an appropriate relief) or if the instrument is otherwise exempt from stamp duty.

### ***Transfers Into (or Between) Depository Receipt Issuers and Clearance Services***

Subject to the following, an unconditional agreement to transfer ordinary shares to, or to a nominee or agent for, a person whose business is or includes the issue of depository receipts or the provision of clearance services (a “depository receipt issuer” and a “clearance service,” respectively) will prima facie be subject to SDRT (or, where the transfer is effected by a written instrument, stamp duty) at a higher rate of 1.5% of the amount or value of the consideration given for the transfer or, in certain circumstances, the value of the shares (rounded up to the next multiple of £5 in the case of stamp duty) unless (in respect of transfers to clearance services) the clearance service has made and maintained an election under section 97A of the U.K. Finance Act 1986 (a “section 97A election”). No such charge to stamp duty or SDRT should arise on the issuance of new ordinary shares to a depository receipt issuer or a clearance service.

The 1.5% U.K. stamp duty and SDRT charges should not, however, arise on a transfer of U.K. shares to a depository receipt issuer or to a clearance service to the extent that such transfer is an “exempt capital-raising transfer” or an “exempt listing transfer,” as defined in Finance Act 2024. We have obtained confirmation from HMRC that the transfer of our ordinary shares to the depository receipt issuer immediately prior to their being transferred to the nominee for DTC will not be subject to the 1.5% charge, by reason of these provisions.

Transfers of shares from a depository receipt issuer to a clearance service are generally outside of the charge to U.K. stamp duty and SDRT (assuming that the clearance service has not entered into a section 97A election) and, as such, the transfer of our ordinary shares on completion of this offering from the depository receipt issuer to the nominee for DTC should not give rise to a liability to U.K. stamp duty or SDRT (and we have obtained confirmation from HMRC to that effect). It is understood that HMRC regards the facilities of DTC as a clearance service for these purposes, and we are not aware of any section 97A election having been made by DTC.

Any stamp duty or SDRT payable on a transfer of ordinary shares to a depository receipt issuer or a clearance service will in practice generally be paid by the participants in the clearance service or depository receipt system.

No stamp duty or SDRT should be required to be paid on a transfer of our ordinary shares through the clearance service facilities of DTC, provided that no section 97A election has been made by DTC and (in the case of stamp duty only) provided that no written instrument of transfer is entered into in respect of the transfer.

### **Material U.S. Federal Income Tax Considerations**

The following summary describes certain United States federal income tax considerations generally applicable to United States Holders (as defined below) of the ordinary shares. This summary deals only with the ordinary shares held as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “Code”). This summary also does not address the tax consequences that may be relevant to holders in special tax situations including, without limitation, dealers in securities, traders that elect to use a mark-to-market method of accounting, holders that own the ordinary shares as part of a “straddle,” “hedge,” “conversion transaction,” or other integrated investment, banks or other financial institutions, individual retirement accounts and other tax-deferred accounts, insurance companies, tax-exempt organizations, United States expatriates, holders whose functional currency is not the U.S. dollar, holders subject to alternative minimum taxes, holders that acquired the ordinary shares in a compensatory transaction, holders subject to special tax accounting rules as a result of any item of gross income with respect to the ordinary shares being taken into account in an applicable financial statement, holders which are entities or arrangements treated as

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partnerships for United States federal income tax purposes or holders that actually or constructively through attribution own 10% or more of the total voting power or value of our outstanding equity.

This summary is based upon the Internal Revenue Code, applicable United States Treasury regulations, administrative pronouncements and judicial decisions, in each case as in effect on the date hereof, all of which are subject to change (possibly with retroactive effect). No ruling will be requested from the Internal Revenue Service (the "IRS"), regarding the tax consequences described herein, and there can be no assurance that the IRS will agree with the discussion set out below. This summary does not address any United States federal tax consequences other than United States federal income tax consequences (such as the estate and gift tax or the Medicare tax on net investment income).

As used herein, the term "United States Holder" means a beneficial owner of the ordinary shares that is, for United States federal income tax purposes, (i) an individual who is a citizen or resident of the United States, (ii) a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof or therein or the District of Columbia, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source, or (iv) a trust (a) that is subject to the supervision of a court within the United States and the control of one or more United States persons as described in Internal Revenue Code Section 7701(a)(30), or (b) that has a valid election in effect under applicable United States Treasury regulations to be treated as a "United States person."

If an entity or arrangement treated as a partnership for United States federal income tax purposes acquires the ordinary shares, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. Partners of a partnership considering an investment in the ordinary shares should consult their tax advisors regarding the United States federal income tax consequences of acquiring, owning, and disposing of the ordinary shares.

THE SUMMARY OF UNITED STATES FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL PROSPECTIVE INVESTORS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING AND DISPOSING OF THE ORDINARY SHARES, INCLUDING THE APPLICABILITY AND EFFECT OF FEDERAL, STATE, LOCAL AND NON-U.S. TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

### **Dividends**

If we make any distributions, subject to the discussion below under "*—Passive foreign investment company,*" the amount of dividends paid to a United States Holder with respect to the ordinary shares generally will be included in the United States Holder's gross income as ordinary income from foreign sources to the extent paid out of our current or accumulated earnings and profits (as determined for United States federal income tax purposes). Distributions in excess of earnings and profits will be treated as a non-taxable return of capital to the extent of the United States Holder's tax basis in those ordinary shares and thereafter as capital gain. However, we do not intend to calculate our earnings and profits under United States federal income tax principles. Therefore, United States Holders should expect that a distribution will generally be treated as a dividend even if that distribution would otherwise be treated as a non-taxable return of capital or as capital gain under the rules described above. If distributions are paid in foreign currency, the amount of such distribution will be equal to the U.S. dollar value of such currency, translated at the spot rate of exchange on the date such distribution is received, regardless of whether the payment is in fact converted into U.S. dollars at that time.



Foreign withholding tax (if any) paid on dividends on the ordinary shares at the rate applicable to a United States Holder (taking into account any applicable income tax treaty) will, subject to limitations and conditions, be treated as foreign income tax eligible for credit against such holder's United States federal income tax liability or, at such holder's election, eligible for deduction in computing such holder's United States federal taxable income. Dividends paid on the ordinary shares generally will constitute "foreign source income" and "passive category income" for purposes of the foreign tax credit. However, if we are a "United States-owned foreign corporation," solely for foreign tax credit purposes, a portion of the dividends allocable to our United States source earnings and profits may be re-characterized as United States source income. A "United States-owned foreign corporation" is any foreign corporation in which United States persons own, directly or indirectly, 50% or more (by vote or by value) of the stock. In general, United States-owned foreign corporations with less than 10% of earnings and profits attributable to sources within the United States are excepted from these rules. Although we do not believe we are treated as a "United States-owned foreign corporation," we may become one in the future. In such case, if 10% or more of our earnings and profits are attributable to sources within the United States, a portion of the dividends paid on the ordinary shares allocable to our United States source earnings and profits will be treated as United States source income, and, as such, the ability of a United States Holder to claim a foreign tax credit for any foreign withholding taxes (if any) payable in respect of our dividends may be limited.

United States Treasury regulations impose various limitations on a United States Holder's ability to claim foreign tax credit in respect of any foreign tax imposed on a distribution on the ordinary shares. The rules governing the treatment of foreign taxes imposed on a United States Holder and foreign tax credits are complex, and United States Holders should consult their tax advisors regarding the availability of a foreign tax credit or deduction in light of their particular circumstances, including their eligibility for benefits under an applicable income tax treaty and the impact of the applicable United States Treasury regulations.

Dividends received by certain non-corporate United States Holders (including individuals) may be "qualified dividend income," which is taxed at the lower capital gain rate, *provided* that (i) either the ordinary shares are readily tradable on an established securities market in the United States or we are eligible for benefits under a comprehensive United States income tax treaty that includes an exchange of information program and which the United States Treasury Department has determined is satisfactory for these purposes (which would include the United States—United Kingdom income tax treaty), (ii) we are neither a PFIC (as discussed below) nor treated as such with respect to the United States Holder for either the taxable year in which the dividend is paid or the preceding taxable year, and (iii) the United States Holder satisfies certain holding period and other requirements. In this regard, shares generally are considered to be readily tradable on an established securities market in the United States if they are listed on Nasdaq, as the ordinary shares are expected to be. United States Holders should consult their tax advisors regarding the availability of the reduced tax rate on dividends paid with respect to the ordinary shares. The dividends will not be eligible for the dividends received deduction available to corporations in respect of dividends received from other United States corporations.

### ***Disposition of Ordinary Shares***

Subject to the discussion below under "*—Passive foreign investment company*," a United States Holder generally will recognize capital gain or loss for United States federal income tax purposes on the sale or other taxable disposition of the ordinary shares equal to the difference, if any, between the amount realized and the United States Holder's tax basis in those ordinary shares. In general, capital gains recognized by a non-corporate United States Holder, including an individual, are subject to a lower rate under current law if such United States Holder held shares for more than one year. The deductibility of capital losses is subject to limitations. Any such gain or loss generally will be treated as

United States source income or loss for purposes of the foreign tax credit (unless an applicable United States income tax treaty provides otherwise). A United States Holder's initial tax basis in the ordinary shares generally will equal the cost of such shares.

### ***Passive Foreign Investment Company***

We would be a PFIC for any taxable year if, after the application of certain look-through rules, either: (i) 75% or more of our gross income for such year is "passive income" (as defined in the relevant provisions of the Internal Revenue Code), or (ii) 50% or more of the value of our assets (generally determined on the basis of a quarterly average) during such year is attributable to assets that produce or are held for the production of passive income. For these purposes, cash and other assets readily convertible into cash or that do or could generate passive income are categorized as passive assets, and the value of goodwill and other unbooked intangible assets is generally taken into account. Passive income generally includes, among other things, rents, dividends, interest, royalties, gains from the disposition of passive assets and gains from certain commodities and securities transactions. Special rules apply for a dealer as specifically defined under the PFIC rules. For purposes of this test, we will be treated as owning a proportionate share of the assets and earning a proportionate share of the income of any other corporation of which we own, directly or indirectly, at least 25% (by value) of the stock. Certain adverse United States federal income tax consequences could apply to a United States Holder if we are treated as a PFIC for any taxable year during which such United States Holder holds the ordinary shares. Under the PFIC rules, if we were considered a PFIC at any time that a United States Holder holds the ordinary shares, we would continue to be treated as a PFIC with respect to such holder's investment unless (i) we cease to be a PFIC, and (ii) the United States Holder has made a "deemed sale" election under the PFIC rules.

The application of the PFIC rules (including the special rules for a dealer) to a corporation in the type of business that we are engaged in is subject to uncertainty. If we are a PFIC for any taxable year that a United States Holder holds the ordinary shares, unless the United States Holder makes certain elections, any gain recognized by the United States Holder on a sale or other disposition of the ordinary shares would be allocated pro-rata over the United States Holder's holding period for the ordinary shares. The amounts allocated to the taxable year of the sale or other disposition and to any year before we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or the highest rate in effect for corporations, as appropriate, for that taxable year, and an interest charge would be imposed. Further, to the extent that any distribution received by a United States Holder on the ordinary shares exceeds 125% of the average of the annual distributions on the ordinary shares received during the preceding three years or the United States Holder's holding period, whichever is shorter, that distribution would be subject to taxation in the same manner as gain on the sale or other disposition of the ordinary shares if we were a PFIC, as described above. If we are treated as a PFIC with respect to a United States Holder for any taxable year, the United States Holder will be deemed to own equity in any of the entities in which we hold equity that also are PFICs.

In certain circumstances, in lieu of being subject to the excess distribution rules discussed above, a United States Holder may make an election to include gain on the stock of a PFIC as ordinary income under a mark-to-market method, provided that such stock is "regularly traded" on a "qualified exchange" (which includes Nasdaq). If a United States Holder makes an effective mark-to-market election, such United States Holder will include in each year as ordinary income the excess of the fair market value of the ordinary shares at the end of the year over the adjusted tax basis in the ordinary shares, and will be entitled to deduct as an ordinary loss each year the excess of the adjusted tax basis in the ordinary shares over their fair market value at the end of the year, to the extent of the net amount previously included in income as a result of the mark-to-market election. A United States Holder's adjusted tax basis in the ordinary shares will be increased by the amount of any income

inclusion and decreased by the amount of any deductions under the mark-to-market rules. Gain or loss on a sale or exchange of the ordinary shares will be treated similarly. If a United States Holder makes a mark-to-market election it will be effective for the taxable year for which the election is made and all subsequent taxable years (provided that, for any subsequent taxable year in which we are not a PFIC, a United States Holder will not include in income mark-to-market gain or loss) unless the ordinary shares are no longer regularly traded on a qualified exchange or the IRS consents to the revocation of the election. Because a mark-to-market election generally cannot be made for equity interests in Lower-tier PFICs, United States Holders generally will continue to be subject to the PFIC rules with respect to their indirect interest in any Lower-tier PFICs. As a result, distributions from, and dispositions of, Lower-tier PFICs, as well as certain other transactions, generally will be treated as distributions or dispositions subject to the special tax rules above, even if a mark-to-market election is made. United States Holders are urged to consult their tax advisors about the availability and advisability of the mark-to-market election in their particular circumstances, as well as the impact of such election on interests in any Lower-tier PFICs. If we are a PFIC, a timely election to treat us as a qualified electing fund treatment would result in an alternative treatment. However, we do not intend to prepare or provide the information that would enable United States Holders to make a qualified electing fund election.

For each taxable year we are considered a PFIC, a United States Holder will be subject to annual information reporting requirements under the PFIC rules, including the filing of IRS Form 8621. A failure to file forms as required may toll the running of the statute of limitations in respect of each of the United States Holder's taxable years for which such form is required to be filed.

Each United States Holder is urged to consult its own tax advisor concerning the U.S. federal income tax consequences of holding the ordinary shares if we are a PFIC in any taxable year during its holding period, including the desirability of making a mark-to-market election.

### ***Information Reporting and Backup Withholding***

Dividend payments and proceeds paid from the sale or other taxable disposition of the ordinary shares may be subject to information reporting to the IRS. In addition, a United States Holder (other than an exempt holder who establishes its exempt status if required) may be subject to backup withholding on dividend payments and proceeds from the sale or other taxable disposition of the ordinary shares paid within the United States or through certain U.S.-related financial intermediaries.

Backup withholding will not apply, however, to a United States Holder who furnishes a correct taxpayer identification number, makes other required certification and otherwise complies with the applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Rather, any amount withheld under the backup withholding rules will be creditable or refundable against the United States Holder's United States federal income tax liability, provided the required information is timely furnished to the IRS.

### ***Foreign Financial Asset Reporting***

Certain United States Holders are required to report their holdings of certain foreign financial assets, including equity of foreign entities, if the aggregate value of all of these assets exceeds certain threshold amounts. The ordinary shares are expected to constitute foreign financial assets subject to these requirements unless the ordinary shares are held in an account at certain financial institutions. United States Holders should consult their tax advisors regarding the application of these reporting requirements.

## UNDERWRITING

We, the Selling Shareholders and the underwriters named below will enter into an underwriting agreement with respect to the ordinary shares being offered by us and the Selling Shareholders. Subject to certain conditions, each underwriter (in alphabetical order) has severally agreed to purchase the number of ordinary shares indicated in the following table. Barclays Capital Inc., Goldman Sachs & Co. LLC, Jefferies LLC and Keefe, Bruyette & Woods, Inc. are the representatives of the underwriters (the “Representatives”).

<u>Underwriters</u>	<u>Number of Ordinary shares</u>
Barclays Capital Inc.	
Goldman Sachs & Co. LLC	
Jefferies LLC	
Keefe, Bruyette & Woods, Inc.	
<b>Total</b>	

The underwriters will be committed to take and pay for all of the ordinary shares being offered, if any are taken, other than the ordinary shares covered by the option described below unless and until this option is exercised.

The underwriters will have an option to buy up to an additional \_\_\_\_\_ ordinary shares from us and the Selling Shareholders to cover sales by the underwriters of a greater number of ordinary shares than the total number set forth in the table above. They may exercise that option for 30 days after the date of the final prospectus. If any ordinary shares are purchased pursuant to this option, the underwriters will severally purchase ordinary shares in approximately the same proportion as set forth in the table above.

The following table shows the per ordinary share and total underwriting discounts and commissions to be paid to the underwriters by us and the Selling Shareholders. Such amounts are shown assuming both no exercise and full exercise of the underwriters’ option to purchase \_\_\_\_\_ additional ordinary shares.

	<u>Paid by the Company</u>		<u>Paid by the Selling Shareholders</u>	
	<u>No Exercise</u>	<u>Full Exercise</u>	<u>No Exercise</u>	<u>Full Exercise</u>
Per ordinary share	\$	\$	\$	\$
<b>Total</b>	\$	\$	\$	\$

Ordinary shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any ordinary shares sold by the underwriters to securities dealers may be sold at a discount of up to \$ \_\_\_\_\_ per ordinary share from the initial public offering price. After the initial offering of the ordinary shares, the Representatives may change the offering price and the other selling terms. The offering of the ordinary shares by the underwriters is subject to receipt and acceptance and subject to the underwriters’ right to reject any order in whole or in part.

We will agree that we will not, for a period of 180 days after the date of this prospectus (the “Lock-Up Period”), (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with, or confidentially submit to, the SEC, a registration statement under the Securities Act relating to, any of our securities that are substantially similar to the ordinary shares, including but not limited to any options or warrants to

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purchase ordinary shares or any securities that are convertible into or exchangeable for, or that represent the right to receive, ordinary shares or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of ordinary shares or any such other securities, or publicly disclose such intention, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of ordinary shares or any such other securities, in cash or otherwise (other than the ordinary shares sold in this offering or pursuant to employee share option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this prospectus), without the prior written consent of

The restrictions set forth above applicable to us are subject to specified exceptions, including:

Our executive officers, directors and the holders of substantially all of our outstanding equity interests immediately prior to this offering, including the Selling Shareholders (each a "Lock-Up Party"), will agree that they will not, and will not cause or direct any of their respective affiliates to, during the Lock-Up Period, (i) offer, sell, contract to sell, pledge, grant any option, right or warrant to purchase, purchase any option or contract to sell, lend or otherwise transfer or dispose of any ordinary shares, or any options or warrants to purchase any ordinary shares, or any securities convertible into, exchangeable for or that represent the right to receive ordinary shares (such ordinary shares, options, rights, warrants or other securities, collectively, "Lock-Up Securities"), including without limitation any such Lock-Up Securities now owned or hereafter acquired by any Lock-Up Party, (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by any Lock-up Party or someone other than any Lock-Up Party), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of ordinary shares or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer"), (iii) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities or (iv) otherwise publicly announce any intention to engage in or cause any action, activity, transaction or arrangement described in clauses (i), (ii) or (iii) above.

The restrictions set forth above applicable to the lock-up parties are subject to specified exceptions, including:

See "*Ordinary Shares Eligible for Future Sale*" for a discussion of certain transfer restrictions.

Prior to the offering, there has been no public market for our ordinary shares. The initial public offering price has been negotiated among us, the Selling Shareholders and the Representatives. Among the factors to be considered in determining the initial public offering price of the ordinary shares, in addition to prevailing market conditions, will be our historical performance, estimates of the business potential and our earnings prospects, an assessment of our management and the consideration of the above factors in relation to market valuation of companies in related businesses.

We have applied to list our ordinary shares on Nasdaq under the symbol "MRX."

In connection with the offering, the underwriters may purchase and sell ordinary shares in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater

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number of ordinary shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A "covered short position" is a short position that is not greater than the amount of additional ordinary shares for which the underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional ordinary shares or purchasing ordinary shares in the open market. In determining the source of ordinary shares to cover the covered short position, the underwriters will consider, among other things, the price of ordinary shares available for purchase in the open market as compared to the price at which they may purchase additional ordinary shares pursuant to the option described above. "Naked" short sales are any short sales that create a short position greater than the amount of additional ordinary shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing ordinary shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the ordinary shares in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of ordinary shares made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the Representatives have repurchased ordinary shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of our ordinary shares, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the ordinary shares. As a result, the price of the ordinary shares may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on Nasdaq, in the OTC market or otherwise.

We estimate that our share of the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately \$            million. The underwriters have agreed to reimburse certain of our expenses in connection with the offering. We have also agreed to reimburse the underwriters for certain FINRA-related expenses incurred by them in connection with the offering in an amount up to \$            .

We and the Selling Shareholders have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to us and to persons and entities with relationships with us, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively traded securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to our assets, securities and/or instruments

(directly, as collateral securing other obligations or otherwise), and/or persons and entities with relationships with us. In particular, certain affiliates of the underwriters are acting as the lead arrangers and/or lenders in connection with the Marex Revolving Credit Facility and the MCMI Revolving Credit Facility, for which they have received, and will receive, customary fees and expenses as consideration therewith. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

In connection with the offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as email.

## **Selling Restrictions**

### ***European Economic Area***

In relation to each Member State of the European Economic Area, each a "Member State," no ordinary shares have been offered or will be offered pursuant to this offering to the public in that Member State prior to the publication of a prospectus in relation to the ordinary shares which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation, except that offers of ordinary shares may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

- (a) to any legal entity which is a qualified investor as defined under the Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the underwriters for any such offer; or
- (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

*provided* that no such offer of ordinary shares shall require the issuer or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any ordinary shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed to and with each of the underwriters, each of the Selling Shareholders and us that it is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation. In the case of any ordinary share being offered to a financial intermediary as that term is used in the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the ordinary shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any ordinary share to the public other than their offer or resale in a Member State to qualified investors as so defined or in circumstances in which the prior consent of the underwriters have been obtained to each such proposed offer or resale.

For the purposes of this provision, the expression an "offer to the public" in relation to any ordinary shares in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any ordinary shares to be offered so as to enable an investor to decide to purchase or subscribe for any ordinary shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129, as amended, and includes any relevant implementing measure in each relevant Member State.

### **United Kingdom**

In relation to the United Kingdom, no ordinary shares have been offered or will be offered pursuant to this offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the ordinary shares that has been approved by the Financial Conduct Authority, except that offers of ordinary shares may be made to the public in the United Kingdom at any time under the following exemptions under the U.K. Prospectus Regulation:

- (a) to any legal entity which is a qualified investor as defined in Article 2 of the U.K. Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the U.K. Prospectus Regulation), subject to obtaining the prior consent of the Representatives for any such offer; or
- (c) in any other circumstances falling within section 86 of the Financial Services and Markets Act 2000, as amended, or the FSMA, *provided* that no such offer of units shall require the issuer or any underwriter to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the U.K. Prospectus Regulation.

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are “qualified investors” (as defined in the U.K. Prospectus Regulation) (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Order and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”) or otherwise in circumstances which have not resulted and will not result in an offer to the public of ordinary shares in the United Kingdom within the meaning of the Financial Services and Markets Act 2000.

Any person in the United Kingdom that is not a relevant person should not act or rely on the information included in this document or use it as basis for taking any action. In the United Kingdom, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons.

For the purposes of this provision, the expression an “offer to the public” in relation to any units in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any units to be offered so as to enable an investor to decide to purchase or subscribe for any units, the expression “Order” means the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, and the expression “U.K. Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

### **Canada**

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption form, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment hereto) contains a



misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

### ***Hong Kong***

The ordinary shares may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong), or the Companies (Winding Up and Miscellaneous Provisions) Ordinance, or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong), or the Securities and Futures Ordinance, or (ii) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the ordinary shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to ordinary shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

### ***Singapore***

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the ordinary shares may not be circulated or distributed, nor may the ordinary shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore, or the SFA) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the ordinary shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the ordinary shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation's securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore, or Regulation 32.

Where the ordinary shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the ordinary shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Solely for the purposes of our obligations pursuant to Section 309B of the SFA, we have determined, and hereby notify all relevant persons (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018, or the CMP Regulations) that the ordinary shares are "prescribed capital markets products" (as defined in the CMP Regulations) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### ***Japan***

The securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended), or the FIEA. The securities may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

### ***Switzerland***

The ordinary shares may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the ordinary shares or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, the ordinary shares have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of ordinary shares will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (FINMA), and the offer of ordinary shares has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes, or CISA. The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of ordinary shares.

### ***Dubai International Financial Centre***

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority, or the DFSA. This prospectus is intended for distribution only to

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persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The ordinary shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the ordinary shares offered should conduct their own due diligence on the ordinary shares. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

**EXPENSES OF THE OFFERING**

We estimate that our expenses in connection with this offering, other than underwriting discounts and commissions, will be as follows:

<u>Expenses</u>	<u>Amount</u>
SEC registration fee	\$14,760
FINRA filing fee	15,500
Stock exchange listing fee	*
Printing expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Miscellaneous costs	*
<b>Total</b>	<b>*</b>

\* To be filed by amendment.

All amounts in the table are estimates except the SEC registration fee, the stock exchange listing fee and the FINRA filing fee. We will pay all of the expenses of this offering.

## **LEGAL MATTERS**

The validity of our ordinary shares and other and certain legal matters of English law in connection with this offering will be passed upon for us by Herbert Smith Freehills LLP. Certain matters of U.S. federal law will be passed upon for us by Latham & Watkins LLP. Certain matters of U.S. federal law will be passed upon for the underwriters by Kirkland & Ellis LLP.

## **EXPERTS**

The consolidated financial statements of Marex Group plc as of December 31, 2023 and 2022 and for each of the three years in the period ended December 31, 2023 included in this prospectus have been audited by Deloitte LLP, an independent registered public accounting firm, as stated in their report. Such consolidated financial statements are included in reliance upon the report of such firm given their authority as experts in accounting and auditing. The current address of Deloitte LLP is 1 New Street Square, London, EC4A 3HQ, United Kingdom.

## ENFORCEMENT OF CIVIL LIABILITIES

We are incorporated and currently existing under the laws of England and Wales. In addition, certain of our directors and officers reside outside of the United States, and most of the assets of our non-U.S. subsidiaries are located outside of the United States. As a result, it may be more difficult for investors to effect service of process on us or those persons in the United States or to enforce in the United States judgments obtained in U.S. courts against us or those persons based on the civil liability or other provisions of the U.S. securities laws or other laws than if we, our directors and officers and/or the assets of our non-U.S. subsidiaries were located in the United States.

In addition, uncertainty exists as to whether the courts of England and Wales would:

- recognize or enforce judgments of U.S. courts obtained against us or our directors or officers predicated upon the civil liabilities provisions of the securities laws of the United States or any state in the United States; or
- entertain original actions brought in England and Wales against us or our directors or officers predicated upon the securities laws of the United States or any state in the United States.

We have been advised by Herbert Smith Freehills LLP that there is currently no treaty between (i) the United States and (ii) England and Wales providing for reciprocal recognition and enforcement of judgments of U.S. courts in civil and commercial matters (although the United States and the United Kingdom are both parties to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and a final judgment for the payment of money rendered by any general or state court in the United States based on civil liability, whether or not predicated solely upon the United States securities laws, would not be automatically enforceable in England and Wales. We have also been advised by Herbert Smith Freehills LLP that any final and conclusive monetary judgment for a debt or definite sum obtained against us in United States courts with competent jurisdiction will be given effect by the courts of England and Wales at common law by an action or counterclaim for the amount due under such judgment, without a substantive re-examination of the merits of such judgment, provided that:

- the appropriate procedural requirements relating to the enforcement of foreign judgments are taken to enable such judgment to be enforced;
- the relevant U.S. court had jurisdiction over the original proceedings according to English conflicts of laws principles at the time when proceedings were initiated;
- the courts of England and Wales had jurisdiction for the purposes of enforcement, and we either submitted to such jurisdiction or were duly served with process within the jurisdiction or permission was given for service, and process was duly served, outside the jurisdiction;
- the U.S. judgment was final and conclusive on the merits in the sense of being final and unalterable in the court that pronounced it and being for a debt or definite sum of money;
- the judgment given by the courts was not (directly or indirectly) in respect of penalties, taxes, fines or similar fiscal or revenue obligations (or otherwise based on a U.S. law that an English court considers to relate to a penal, revenue or other public law);
- the judgment was not procured by, or impeachable on the grounds of, fraud;
- the bringing of proceedings in the original court was not contrary to an agreement under which the dispute was to be settled otherwise by proceedings in that court, unless the defendant agreed or submitted to the jurisdiction of that court;
- recognition or enforcement of the judgment in England and Wales would not be contrary to public policy or the Human Rights Act 1998;

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- the proceedings pursuant to which judgment was obtained were not contrary to natural justice, and the judgment is not opposed to natural justice;
- the U.S. judgment was not arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damages sustained and not being otherwise in breach of Section 5 of the U.K. Protection of Trading Interests Act 1980, or is a judgment based on measures designated by the Secretary of State under Section 1 of that Act or otherwise specified as concerned with the prohibition of restrictive trade practices;
- there is not a prior inconsistent judgment of an English court, or the court of another jurisdiction handed down earlier in time which is entitled to recognition; and
- the English enforcement proceedings were commenced within the limitation period.

Whether these requirements are met in respect of a judgment of a U.S. court based upon the civil liability provisions of the United States securities laws, including whether the award of monetary damages under such laws would constitute a penalty, is an issue for the English court making such decision.

Subject to the foregoing, investors may be able to enforce in England and Wales judgments in civil and commercial matters that have been obtained from U.S. federal or state courts. Nevertheless, it cannot be assumed that that in all circumstances U.S. judgments will be capable of recognition and enforcement in England and Wales.

If an English court gives judgment for the sum payable under a U.S. judgment, the English judgment will be enforceable by methods generally available for this purpose (save where any enactment, rule or practice direction provides otherwise), although the English court does not automatically enforce its judgments nor help decide how they should be enforced, as this is up to the judgment creditor. In addition, it may not be possible to obtain an English judgment or to enforce that judgment if the judgment debtor is or becomes subject to any insolvency or similar proceedings, or if the judgment debtor has any defenses of set-off or counterclaim against the judgment creditor.

## WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement (including amendments and exhibits to the registration statement) on Form F-1 under the Securities Act. This prospectus, which is part of the registration statement, does not contain all of the information set forth in the registration statement. The rules and regulations of the SEC allow us to omit certain information from this prospectus that is included in the registration statement and the exhibits and schedules to the registration statement. For further information, we refer you to the registration statement and the exhibits and schedules filed as part of the registration statement.

Statements made in this prospectus concerning the contents of any contract, agreement or other document are not complete descriptions of all terms of these documents. If a document has been filed as an exhibit to the registration statement, we refer you to the copy of the document that has been filed for a complete description of its terms. Each statement in this prospectus relating to a document filed as an exhibit is qualified in all respects by the filed exhibit. You should read this prospectus and the documents that we have filed as exhibits to the registration statement of which this prospectus is a part completely.

Upon the closing of this offering, we will become subject to the informational requirements of the Exchange Act. Accordingly, we will be required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. The SEC maintains an internet website that contains reports and other information about issuers, like us, that file electronically with the SEC. The address of that website is [www.sec.gov](http://www.sec.gov).

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, board of directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.



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**Marex Group plc**

***Consolidated Financial Statements***

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## Report of Independent Registered Public Accounting Firm

To the shareholders and the Board of Directors of Marex Group plc

### Opinion on the Financial Statements

We have audited the accompanying consolidated statements of financial position of Marex Group plc and subsidiaries (the “Group”) as at 31 December 2023 and 2022, the related consolidated income statements, statements of comprehensive income, changes in equity, and cash flows, for each of the three years in the period ended 31 December 2023, and the related notes (collectively referred to as the “financial statements”). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Group as at 31 December 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended 31 December 2023, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

### Restatement of the Financial Statements

As discussed in Note 1 to the financial statements, the accompanying financial statements have been restated from previously issued financial statements following changes to correct identified misstatements.

### Basis for Opinion

These financial statements are the responsibility of the Group’s management. Our responsibility is to express an opinion on the Group’s financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Group in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Group is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Group’s internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements

and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

**Goodwill — Volatility Performance Fund (“VPF”) Cash Generating Unit (“CGU”) – Refer to notes 3, 4 and 12 to the financial statements**

*Critical Audit Matter description*

As required by IAS 36 Impairment of Assets, goodwill is reviewed for impairment at least annually. The Group performed its annual impairment test as at 1 October 2023. Determining whether goodwill is impaired requires an estimation of the recoverable amount of the respective cash generating unit (“CGU”), using the higher of the value in use or fair value less costs to sell, which requires management to make significant estimates and assumptions related to the revenue growth rate, costs growth rate, long-term growth rate and discount rate assumptions. Changes to these assumptions could have a significant impact on the fair value, value in use or the amount of any goodwill impairment charge. Based on the value in use of which the carrying value exceeded the recoverable amount, an impairment of \$10.7m was recognised on the Volatility Performance Fund (“VPF”) CGU.

We identified goodwill impairment for the VPF CGU as a critical audit matter because of the significant estimates and assumptions management makes to estimate the recoverable amount of the VPF CGU and the difference between the recoverable amount and the carrying value. This required a high degree of auditor judgment and an increased extent of effort, including the involvement of our valuation specialists, when performing audit procedures to evaluate the reasonableness of management’s estimates and assumptions related to the revenue growth rate, costs growth rate, long-term growth rate and discount rate.

*How the Critical Audit Matter was addressed in the audit*

We performed the following audit procedures, amongst others, related to the revenue growth rates, costs growth rate, long-term growth rate, and discount rates used by management to estimate the recoverable amount of the VPF CGU:

- We evaluated management’s ability to accurately forecast revenue growth rates and costs growth rates by performing a look-back analysis and comparing actual results to management’s historical forecasts;
- We evaluated the reasonableness of management’s forecast revenue rates and costs growth rates by comparing the forecasts to:
  - Historical revenues and costs.
  - Internal communications to management and the Board of Directors, and
  - Forecast information included in external communications of certain peer companies.
- With the assistance of our valuation specialists, we evaluated the reasonableness of the long-term growth rate and discount rate by:
  - Testing the source information underlying the determination of the long-term growth rate and discount rate and the mathematical accuracy of the calculation, and
  - Developing a range of independent estimates and comparing those to the long-term growth rate and discount rate selected by management;

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- Considered whether events or transactions that occurred after the balance sheet date, but before the reporting date, affect the conclusions reached on the carrying values of the assets and associated disclosures.

/s/ Deloitte LLP

London, United Kingdom  
26 March 2024

We have served as the Group's auditor since 2015.

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**Consolidated Income Statements  
For the Years Ended 31 December**

	Notes	2023 \$m	2022 \$m	2021 \$m
Commission and fee income	5	1,342.4	651.0	573.7
Commission and fee expense	5	(637.5)	(299.2)	(283.8)
<b>Net commission income</b>	5	704.9	351.8	289.9
<b>Net trading income</b>	5	411.4	325.3	239.9
Interest income	7	591.8	194.4	23.1
Interest expense	7	(470.2)	(165.0)	(26.4)
<b>Net interest income / (expense)</b>	7	121.6	29.4	(3.3)
<b>Net physical commodities income</b>	5	6.7	4.6	15.0
<b>Revenue</b>	5	1,244.6	711.1	541.5
<b>Expenses:</b>				
Compensation and benefits	8	(770.3)	(438.6)	(359.2)
Depreciation and amortisation		(27.1)	(13.8)	(10.3)
Other expenses	9	(237.4)	(147.8)	(103.5)
Impairment of goodwill	12	(10.7)	(53.9)	—
Provision for credit losses		(7.1)	(9.5)	(0.8)
Bargain purchase gain on acquisitions	17	0.3	71.6	—
Other income		3.4	2.8	1.9
Share of results in associates and joint ventures	16	0.8	(0.3)	0.3
<b>Profit before tax</b>		196.5	121.6	69.9
Tax	10	(55.2)	(23.4)	(13.4)
<b>Profit after tax</b>		<u>141.3</u>	<u>98.2</u>	<u>56.5</u>
<b>Attributable to:</b>				
Ordinary shareholders of the Company		128.0	91.6	56.5
Other equity holders <sup>1</sup>		13.3	6.6	—
<b>Earnings per share</b>				
Basic (cents per share)	34	1.17	0.84	0.51
Diluted (cents per share)	34	1.09	0.80	0.49

1. Other equity holders relate to holders of AT1 securities.

See accompanying notes to these financial statements.

**Consolidated Statements of Comprehensive Income  
For the Years Ended 31 December**

	<u>Notes</u>	<u>2023</u> <u>\$m</u>	<u>2022</u> <u>\$m</u>	<u>2021</u> <u>\$m</u>
Profit after tax		141.3	98.2	56.5
<b>Other comprehensive income</b>				
<b>Items that may be reclassified subsequently to profit and loss:</b>				
Loss on revaluation of financial instruments		—	—	(1.1)
Gain / (loss) on cash flow hedge reserve		1.2	2.7	(2.4)
Deferred tax on cash flow hedge reserve	10(a)	(0.3)	(0.5)	—
Currency translation adjustments		1.8	—	—
<b>Items that will not be recycled to profit and loss:</b>				
Change in fair value of financial liabilities designated at FVTPL due to own credit risk		(6.4)	(4.0)	(0.3)
Deferred tax on change in fair value of financial liabilities designated at FVTPL due to own credit risk	10(a)	1.7	1.2	—
(Loss) / gain on revaluation of investments	15	—	(0.6)	0.4
Deferred tax on revaluation of investments	10(a)	(0.3)	0.3	(0.3)
<b>Other comprehensive loss, net of tax</b>		<u>(2.3)</u>	<u>(0.9)</u>	<u>(3.7)</u>
<b>Total comprehensive income</b>		<u>139.0</u>	<u>97.3</u>	<u>52.8</u>
<b>Attributable to:</b>				
Ordinary shareholders of the Company		125.7	90.7	52.8
Other equity holders		13.3	6.6	—

See accompanying notes to these financial statements.

## Consolidated Statements of Financial Position

	Notes	31 December 2023 \$m	31 December 2022 \$m Restated	1 January 2022 \$m Restated
<b>Assets</b>				
<b>Non-current assets</b>				
Goodwill	12	163.6	155.5	208.9
Intangible assets	13	56.0	25.6	17.5
Property, plant and equipment	14	16.6	11.8	7.9
Right-of-use asset	31	40.6	33.7	17.0
Investments	15	16.2	16.4	8.9
Investment in associate	16	—	5.6	5.9
Deferred tax	23	21.4	7.6	4.0
Treasury instruments (unpledged)	18(a)	60.8	—	69.0
Treasury instruments (pledged as collateral)	18(b)	300.4	133.5	799.7
Financial institution notes		—	—	1.0
<b>Total non-current assets</b>		<u>675.6</u>	<u>389.7</u>	<u>1,139.8</u>
<b>Current assets</b>				
Corporate income tax receivable		0.1	5.5	10.3
Trade and other receivables	20	4,789.8	4,685.2	2,018.8
Inventory	19	163.4	35.8	80.1
Equity instruments	32(b)	1,521.3	410.0	8.1
Derivative instruments	22	794.1	480.8	496.5
Stock borrowing	32(b)	2,501.4	1,894.6	—
Treasury instruments (unpledged)	18(a)	558.5	247.6	38.2
Treasury instruments (pledged as collateral)	18(b)	2,062.6	2,338.6	616.5
Reverse repurchase agreements	18(d)	3,199.8	4,346.0	144.3
Cash and cash equivalents	32(b)	1,483.5	910.1	712.0
<b>Total current assets</b>		<u>17,074.5</u>	<u>15,354.2</u>	<u>4,124.8</u>
<b>Total assets</b>		<u>17,750.1</u>	<u>15,743.9</u>	<u>5,264.6</u>

See accompanying notes to these financial statements.

Consolidated Statements of Financial Position (continued)

	Notes	31 December 2023 \$m	31 December 2022 \$m Restated	1 January 2022 \$m Restated
<b>Liabilities</b>				
<b>Current liabilities</b>				
Repurchase agreements	18(d)	3,118.9	4,381.4	140.4
Trade and other payables	24	6,785.9	6,647.6	3,291.2
Stock lending	32(b)	2,323.3	1,396.9	—
Short securities	32(b)	1,924.8	986.8	—
Short-term borrowings	21(a)	—	12.9	—
Lease liability	31	13.2	6.8	6.0
Derivative instruments	22	540.7	294.3	199.4
Corporation tax		7.6	8.9	2.1
Debt securities	32(b)	1,308.4	823.7	990.1
Provisions	25	0.4	2.6	0.9
<b>Total current liabilities</b>		<u>16,023.2</u>	<u>14,561.9</u>	<u>4,630.1</u>
<b>Non-current liabilities</b>				
Lease liability	31	39.4	32.1	17.0
Long-term borrowings	21(a)	—	135.8	—
Debt securities	32(b)	907.9	336.3	136.6
Deferred tax liability	23	3.7	0.1	3.2
<b>Total non-current liabilities</b>		<u>951.0</u>	<u>504.3</u>	<u>156.8</u>
<b>Total liabilities</b>		<u>16,974.2</u>	<u>15,066.2</u>	<u>4,786.9</u>
<b>Total net assets</b>		<u>775.9</u>	<u>677.7</u>	<u>477.7</u>
<b>Equity</b>				
Share capital	27	0.1	0.1	0.1
Share premium		134.3	134.3	134.3
Additional Tier 1 capital (AT1)	29	97.6	97.6	—
Retained earnings		555.3	455.3	346.6
Own shares	28	(9.8)	(7.9)	—
Other reserves	30	(1.6)	(1.7)	(3.3)
<b>Total equity</b>		<u>775.9</u>	<u>677.7</u>	<u>477.7</u>

The financial statements on pages F-5 to F-102 were approved and authorised for issue by the Board of Directors on 26 March 2024 and are signed on its behalf by:

I T Lowitt  
Director  
26 March 2024

See accompanying notes to these financial statements.



**Consolidated Statements of Changes in Equity  
For the Years Ended 31 December**

	Share capital \$m	Share premium \$m	Additional (AT1) capital \$m	Retained earnings \$m	Own shares \$m	Other reserves \$m	Total \$m
At 1 January 2021	176.2	134.3	—	132.7	—	0.6	443.8
Profit for the period	—	—	—	56.5	—	—	56.5
Loss on revaluation of financial instruments	—	—	—	—	—	(1.1)	(1.1)
Loss on cash flow hedge	—	—	—	—	—	(2.4)	(2.4)
Change in fair value due to own credit risk	—	—	—	—	—	(0.3)	(0.3)
Gain on revaluation of investments	—	—	—	—	—	0.4	0.4
Deferred tax on revaluation of investments	—	—	—	—	—	(0.3)	(0.3)
<i>Total comprehensive income for the period</i>	—	—	—	56.5	—	(3.7)	52.8
Ordinary dividends paid	—	—	—	(20.0)	—	—	(20.0)
Share capital reduction <sup>1</sup>	(176.1)	—	—	176.1	—	—	—
Share-based payments	—	—	—	1.1	—	—	1.1
Other movements	—	—	—	0.2	—	(0.2)	—
<b>At 31 December 2021</b>	<b>0.1</b>	<b>134.3</b>	<b>—</b>	<b>346.6</b>	<b>—</b>	<b>(3.3)</b>	<b>477.7</b>
Profit for the period	—	—	6.6	91.6	—	—	98.2
Gain on cash flow hedge	—	—	—	—	—	2.7	2.7
Deferred tax on cash flow hedge	—	—	—	—	—	(0.5)	(0.5)
Change in fair value due to own credit risk	—	—	—	—	—	(4.0)	(4.0)
Deferred tax on change in fair value of financial liabilities designated at FVTPL due to own credit risk	—	—	—	—	—	1.2	1.2
Loss on revaluation of investments	—	—	—	—	—	(0.6)	(0.6)
Deferred tax on revaluation of investments	—	—	—	—	—	0.3	0.3
<i>Total comprehensive income for the period</i>	—	—	6.6	91.6	—	(0.9)	97.3
AT1 securities net of issuance	—	—	97.6	—	—	—	97.6
AT1 dividends paid	—	—	(6.6)	—	—	—	(6.6)
Repurchase of own shares	—	—	—	—	(7.9)	—	(7.9)
Share-based payments	—	—	—	17.8	—	—	17.8
Other movements	—	—	—	(0.7)	—	2.5	1.8
<b>At 31 December 2022</b>	<b>0.1</b>	<b>134.3</b>	<b>97.6</b>	<b>455.3</b>	<b>(7.9)</b>	<b>(1.7)</b>	<b>677.7</b>
Profit for the period	—	—	13.3	128.0	—	—	141.3
Gain on cash flow hedge	—	—	—	—	—	1.2	1.2
Deferred tax on cash flow hedge	—	—	—	—	—	(0.3)	(0.3)
Change in fair value due to own credit risk ..	—	—	—	—	—	(6.4)	(6.4)
Deferred tax on change in fair value of financial liabilities designated at FVTPL due to own credit risk	—	—	—	—	—	1.7	1.7
Deferred tax on revaluation of investments .	—	—	—	—	—	(0.3)	(0.3)
Currency translations adjustments	—	—	—	—	—	1.8	1.8
<i>Total comprehensive income for the period .</i>	—	—	13.3	128.0	—	(2.3)	139.0
AT1 dividends paid	—	—	(13.3)	—	—	—	(13.3)
Ordinary dividends paid	—	—	—	(45.0)	—	—	(45.0)
Repurchase of own shares	—	—	—	—	(3.1)	—	(3.1)
Share-based payments	—	—	—	20.3	—	—	20.3
Deferred tax on share-based payments	—	—	—	—	—	2.4	2.4
Share settlement (share-based payments) .	—	—	—	(1.2)	1.2	—	—
Other movements	—	—	—	(2.1)	—	—	(2.1)
<b>At 31 December 2023</b>	<b>0.1</b>	<b>134.3</b>	<b>97.6</b>	<b>555.3</b>	<b>(9.8)</b>	<b>(1.6)</b>	<b>775.9</b>

<sup>1</sup> On 22 March 2021, the issued share capital of the Company was reduced from \$176.2m to \$0.1m by reducing the nominal value of the deferred share from \$1.65 to \$0.000651.

See accompanying notes to these financial statements.

**Consolidated Statements of Cash Flows**  
**For the Years Ended 31 December**

	Notes	2023 \$m	2022 \$m Restated	2021 \$m Restated
Profit before tax		196.5	121.6	69.9
<b>Adjustments for:</b>				
Amortisation of intangible assets	13	6.7	5.5	2.5
Loss on disposal of intangibles		0.1	0.6	0.1
Depreciation of property, plant and equipment	14	5.5	2.8	3.3
Depreciation of right-of-use asset	31	9.7	5.5	4.5
Impairment of right-of-use asset	31	5.2	—	—
Bargain purchase gain on acquisitions	17	(0.3)	(71.6)	—
Impairment of goodwill	12	10.7	53.9	—
(Decrease) / increase in provisions	25	(2.2)	1.7	0.6
Provision for credit losses		7.1	9.5	(0.8)
Share of results in associates and joint ventures	16	(0.8)	0.3	(0.3)
Lease liability foreign exchange revaluation	31	(0.1)	(1.3)	(0.3)
Movement in fair value of derivative instruments		(66.9)	111.1	222.0
Other revaluations		(9.1)	9.3	2.9
Other non-cash movements		(0.5)	—	—
Share-based compensation expense	8	20.3	16.7	1.2
<b>Operating cash flows before changes in working capital</b>		<u>181.9</u>	<u>265.6</u>	<u>305.6</u>
<b>Working capital adjustments:</b>				
Decrease / (increase) in trade and other receivables		777.6	3,141.1	(1,569.0)
(Decrease) / increase in trade and other payables		(709.5)	(2,873.8)	1,119.9
Increase in treasury instruments		(262.6)	(494.0)	(29.8)
(Increase) in equity instruments		(173.3)	(402.3)	(8.0)
Increase in debt securities <sup>2</sup>		1,049.8	83.3	742.4
Increase / (decrease) in financial institution notes		—	1.0	(1.0)
Net repayment of borrowings		(148.7)	(49.9)	—
(Decrease) / increase in inventory		(127.6)	44.3	(71.4)
(Decrease) / increase in net repurchase agreements		(116.3)	39.2	0.4
Increase in net stock borrowing and lending		319.6	489.1	—
<b>Cash flow from operating activities</b>		790.9	243.6	489.1
Corporation tax paid		(55.9)	(18.0)	(18.3)
<b>Net cash flow from operating activities</b>		<u>735.0</u>	<u>225.6</u>	<u>470.8</u>

See accompanying notes to these financial statements.

**Consolidated Statements of Cash Flows (continued)**  
**For the Years Ended 31 December**

	Notes	2023 \$m	2022 \$m Restated	2021 \$m Restated
<b>Investing activities</b>				
Redemption of investment in associate		6.4	—	—
Acquisition of businesses, net of cash acquired		(90.3)	(36.9)	(12.5)
Payment of contingent consideration		(1.6)	—	—
Purchase of intangible assets	13	(3.1)	(5.8)	(3.5)
Purchase of property, plant and equipment	14	(9.0)	(3.6)	(3.8)
<b>Net cash used in investing activities</b>		<u>(97.6)</u>	<u>(46.3)</u>	<u>(19.8)</u>
<b>Financing activities</b>				
Proceeds from issuance of additional Tier 1 capital (AT1)	29	—	100.0	—
Issuance costs of additional Tier 1 capital (AT1)	29	—	(2.4)	—
Repayment of Tier 2 debt securities		—	(50.0)	—
Purchase of own shares	28	(3.1)	(7.9)	—
Dividends paid	29,11	(58.3)	(6.6)	(20.0)
Payment of lease liabilities	31	(11.4)	(6.6)	(7.2)
<b>Net cash (used in) / from financing activities</b>		<u>(72.8)</u>	<u>26.5</u>	<u>(27.2)</u>
<b>Net increase in cash and cash equivalents</b>		<u>564.6</u>	<u>205.8</u>	<u>423.8</u>
<b>Cash and cash equivalents</b>				
Cash and cash equivalents at 1 January		910.1	712.0	291.5
Increase in cash		564.6	205.8	423.8
Effect of foreign exchange rate changes		8.8	(7.7)	(3.3)
<b>Cash and cash equivalents at 31 December<sup>1</sup></b>		<u>1,483.5</u>	<u>910.1</u>	<u>712.0</u>

<sup>1</sup> Cash and cash equivalents includes restricted cash of \$197.7m at 31 December 2023 (2022: \$120.1m, 2021: \$48.6m).

<sup>2</sup> Included in the movement in debt securities is the movement of EMTN notes.

During 2023, interest received was \$595.0m (2022: \$159.2m, 2021: \$20.9m), interest paid was \$470.2m (2022: \$161.1m, 2021: \$23.9m) and dividends received were \$nil (2022: \$nil, 2021: \$nil).

See accompanying notes to these financial statements.

**Notes to the Consolidated Financial Statements****1 General Information**

Marex Group plc (the 'Company') is incorporated in England and Wales under the Companies Act. The address of the registered office is 155 Bishopsgate, London, EC2M 3TQ, United Kingdom. The principal activities of Marex Group plc and its subsidiaries (the 'Group' or 'Marex') and the nature of the Group's operations are set out in notes 5 and 6.

The consolidated financial statements of the Group have been prepared in accordance with International Financial Reporting Standards ('IFRSs') as issued by the International Accounting Standards Board ('IASB').

These consolidated financial statements are presented in US dollars ("USD" or '\$'), which is also the Company's functional currency. All amounts have been rounded to the nearest tenth of a million ('m'), except where otherwise indicated.

**Restatement of previously issued financial statements****Presentation of debt securities in issue**

In connection with the preparation of our consolidated financial statements, we identified an error related to the classification of current and non-current debt securities liabilities, specifically related to structured notes issued.

Historically the Group classified the structured notes in line with the expected maturities of the instruments, however some structured notes are linked to the performance of underlying securities issued by third parties and include early redemption clauses, granting the investors the right to call them if the price of the underlying securities is higher than a specified threshold at certain dates. As the performance of the underlying securities is beyond the control of the Group, we do not have an unconditional right to defer settlement of the liability for at least 12 months after the period end. Therefore they need to be classified as non-current liabilities as required by International Accounting Standard 1, Presentation of Financial Statements.

The impact of the correction of this error is presented below. Total liabilities remain unchanged for all periods presented. The error did not impact the income statements, the statements of comprehensive income, cash flows or changes in equity.

	31 December 2022			1 January 2022		
	As reported	Adjustment	As restated	As reported	Adjustment	As restated
Debt securities – current	435.0	388.7	823.7	463.6	526.5	990.1
Total current liabilities	14,173.2	388.7	14,561.9	4,103.6	526.5	4,630.1
Debt securities – non-current	725.0	(388.7)	336.3	663.1	(526.5)	136.6
Total non-current liabilities	893.0	(388.7)	504.3	683.3	(526.5)	156.8

**Presentation of lease liabilities in the statement of cash flows**

The Group incorrectly presented cash payments for the principal portion of lease liabilities within the cash flow statement under IFRS 16—"Leases." The Group corrected its presentation and presented such cash payments as financing activities. The adjustment has been applied retrospectively and led in 2022 to an immaterial decrease in net cash from financing activities (2021: net cash used in financing activities) and a corresponding immaterial increase in cash from operating activities of \$6.6M in 2022 (2021: \$7.2M).

## **2 Adoption of New and Revised Standards**

### ***(a) New and amended IFRS Accounting Standards that are effective for the current year***

The Group applied for the first time certain standards and amendments, which are effective for annual periods beginning on or after 1 January 2023 (unless otherwise stated). The Group has not early adopted any other standard, interpretation or amendment that has been issued but is not yet effective.

#### ***IFRS 17 Insurance Contracts***

IFRS 17 Insurance Contracts is a comprehensive new accounting standard for insurance contracts covering recognition and measurement, presentation and disclosure. IFRS 17 replaces IFRS 4 Insurance Contracts. IFRS 17 applies to all types of insurance contracts (i.e. life, non-life, direct insurance and re-insurance), regardless of the type of entities that issue them as well as to certain guarantees and financial instruments with discretionary participation features; a few scope exceptions will apply.

The new standard had no impact on the Group's consolidated financial statements.

#### ***Definition of Accounting Estimates – Amendments to IAS 8***

The Group has adopted the amendments to IAS 8 for the first time in the current year. Under the new definition, accounting estimates are 'monetary amounts in financial statements that are subject to measurement uncertainty'. The definition of change in accounting estimates was deleted.

This amendment had no impact on the Group's consolidated financial statements.

#### ***Disclosure of Accounting Policies – Amendments to IAS 1***

The Group has adopted the amendments to IAS 1 for the first time in the current year. The amendments change the requirements in IAS 1 with regard to disclosure of accounting policies. The amendments replace all instances of the term 'significant accounting policies' with 'material accounting policy information'. The accounting policy information is material if, when considered together with other information included in an entity's financial statements, it can reasonably be expected to influence decisions that the primary users of general purpose financial statements make on the basis of those financial statements.

The supporting paragraphs in IAS 1 are also amended to clarify that accounting policy information that relates to immaterial transactions, other events or conditions is immaterial and need not be disclosed. Accounting policy information may be material because of the nature of the related transactions, other events or conditions, even if the amounts are immaterial. However, not all accounting policy information relating to material transactions, other events or conditions is itself material.

The Group has revised the accounting policies information in accordance with the amendments.

#### ***Deferred tax related to Assets and Liabilities arising from a Single Transaction – Amendments to IAS 12***

The Group has adopted the amendments to IAS 12 Income Tax for the first time in the current year. The amendments introduce a further exception from the initial recognition exemption. Under the amendments, an entity does not apply the initial recognition exemption for transactions that give rise to equal taxable and deductible temporary differences. Depending on the applicable tax law, equal taxable and deductible temporary differences may arise on initial recognition of an asset and liability in a transaction that is not a business combination and affects neither accounting profit nor taxable profit.

## **2 Adoption of New and Revised Standards (continued)**

### ***(a) New and amended IFRS Accounting Standards that are effective for the current year (continued)***

#### ***Deferred tax related to Assets and Liabilities arising from a Single Transaction – Amendments to IAS 12 (continued)***

Following the amendments to IAS 12, an entity is required to recognise the related deferred tax asset and liability, with the recognition of any deferred tax asset being subject to the recoverability criteria in IAS 12.

This amendment had no impact on the Group's consolidated financial statements.

#### ***International Tax Reform – Pillar Two Model Rules – Amendments to IAS 12***

The Group has adopted the amendments to IAS 12 for the first time in the current year. The IASB amended the scope of IAS 12 to clarify that the Standard applies to income taxes arising from tax law enacted or substantively enacted to implement the Pillar Two model rules published by the Organisation for Economic Co-operation and Development (OECD).

The amendments introduce a mandatory temporary exception to the accounting requirements for deferred taxes in IAS 12, so that an entity would neither recognise or disclose information about deferred tax assets and liabilities related to Pillar Two income taxes.

Following the amendments, the Group is required to disclose that it has applied the exception and to disclose separately its current tax expense / (income) related to Pillar Two income taxes (see note 10).

### ***(b) New and revised IFRSs in issue, but not yet effective***

#### ***Amendments to IFRS 16 Leases – Lease Liability in a Sale and Leaseback***

The amendments to IFRS 16 add subsequent measurement requirements for sale and leaseback transactions that satisfy the requirements in IFRS 15 Revenue from Contracts with Customers to be accounted for as a sale. The amendments require the seller-lessee to determine 'lease payments' or 'revised lease payments' such that the seller-lessee does not recognise a gain or loss that relates to the right-of-use retained by the seller-lessee, after the commencement date.

The amendments do not affect the gain or loss recognised by the seller-lessee relating to the partial or full termination of a lease. Without these new requirements, a seller-lessee may have recognised a gain on the right-of-use it retains solely because of a remeasurement of the lease liability (for example, following a lease modification or change in the lease term) applying the general requirements in IFRS 16. This could have been particularly the case in a leaseback that includes variable lease payments that are not dependent on an index or rate.

As part of the amendments, the IASB amended an illustrative example in IFRS 16 and added a new example to illustrate the subsequent measurement of a right-of-use asset and lease liability in a sale and leaseback transaction with variable lease payments that do not depend on an index or rate. The illustrative examples also clarify that the liability that arises from a sale and leaseback transaction that qualifies as a sale applying IFRS 15 is a lease liability.

The amendments are effective for annual reporting periods beginning on or after 1 January 2024. Earlier application is permitted. If a seller-lessee applies the amendments for an earlier period, it is required to disclose that fact.

A seller-lessee applies the amendments retrospectively in accordance with IAS 8 to sale and leaseback transactions entered into after the date of initial application, which is defined as the beginning of the annual reporting period in which the entity first applied IFRS 16.

## **2 Adoption of New and Revised Standards (continued)**

### ***(b) New and revised IFRSs in issue, but not yet effective (continued)***

#### ***Amendments to IFRS 16 Leases – Lease Liability in a Sale and Leaseback (continued)***

The Directors do not expect that these amendments will have a material impact on the Group's financial statements in future periods.

#### ***Amendments to IAS 1 Presentation of Financial Statements – Classification of Liabilities as Current or Non-Current***

The amendments to IAS 1 published in January 2020 affect only the presentation of liabilities as current or non-current in the statement of financial position and not the amount or timing of recognition of any asset, liability, income or expense, or the information disclosed about those items. The amendments clarify that the classification of liabilities as current or non-current is based on rights that are in existence at the end of the reporting period, specify that classification is unaffected by expectations about whether an entity will exercise its right to defer settlement of a liability, explain that rights are in existence if covenants are complied with at the end of the reporting period, and introduce a definition of 'settlement' to make clear that settlement refers to the transfer to the counterparty of cash, equity instruments, other assets or services. The amendments are applied retrospectively for annual periods beginning on or after 1 January 2024, with early application permitted. The IASB has aligned the effective date with the 2022 amendments to IAS 1. If an entity applies the 2020 amendments for an earlier period, it is also required to apply the 2022 amendments early.

The Directors anticipate that the application of these amendments may have an impact on the Group's consolidated financial statements in future periods.

#### ***Amendments to IAS 1 Presentation of Financial Statements – Non-current Liabilities with Covenants***

The amendments to IAS 1 issued in October 2022 specify that only covenants that an entity is required to comply with on or before the end of the reporting period affect the entity's right to defer settlement of a liability for at least twelve months after the reporting date (and therefore must be considered in assessing the classification of the liability as current or non-current). Such covenants affect whether the right exists at the end of the reporting period, even if compliance with the covenant is assessed only after the reporting date (e.g. a covenant based on the entity's financial position at the reporting date that is assessed for compliance only after the reporting date).

The IASB also specifies that the right to defer settlement of a liability for at least twelve months after the reporting date is not affected if an entity only has to comply with a covenant after the reporting period. However, if the entity's right to defer settlement of a liability is subject to the entity complying with covenants within twelve months after the reporting period, an entity discloses information that enables users of financial statements to understand the risk of the liabilities becoming repayable within twelve months after the reporting period. This would include information about the covenants (including the nature of the covenants and when the entity is required to comply with them), the carrying amount of related liabilities and facts and circumstances, if any, that indicate that the entity may have difficulties complying with the covenants.

The amendments are applied retrospectively for annual reporting periods beginning on or after 1 January 2024. Earlier application of the amendments is permitted. If an entity applies the amendments for an earlier period, it is also required to apply the 2020 amendments to IAS 1 early.

The Directors do not expect that these amendments will have a material impact on the Group's financial statements in future periods.

## **2 Adoption of New and Revised Standards (continued)**

### ***(b) New and revised IFRSs in issue, but not yet effective (continued)***

#### ***Amendments to IAS 7 Statement of Cash Flows and IFRS 7 Financial Instruments: Disclosures—Supplier Finance Arrangements***

The amendments add a disclosure objective to IAS 7 stating that an entity is required to disclose information about its supplier finance arrangements that enables users of financial statements to assess the effects of those arrangements on the entity's liabilities and cash flows. In addition, IFRS 7 was amended to add supplier finance arrangements as an example within the requirements to disclose information about an entity's exposure to concentration of liquidity risk.

The amendments, which contain specific transition reliefs for the first annual reporting period in which an entity applies the amendments, are applicable for annual reporting periods beginning on or after 1 January 2024. Although earlier application is permitted.

The Directors do not expect that these amendments will have a material impact on the Group's financial statements in future periods.

#### ***Amendments to IAS 21 The Effects of changes in Foreign Exchange Rates***

The amendments to IAS 21 sets out the requirements to help entities to assess exchangeability between two currencies, and to determine the spot exchange rate, when exchangeability is lacking. An entity is impacted by the amendments when it has a transaction or an operation in a foreign currency that is not exchangeable into another currency at a measurement date for a specified purpose.

When a currency is not exchangeable into another currency, the spot exchange rate needs to be estimated. The objective in estimating the spot exchange rate at a measurement date is to determine the rate at which an orderly exchange transaction would take place at that date between market participants under prevailing economic conditions.

The amendments are applicable for annual reporting periods beginning on or after 1 January 2025. Although earlier adoption is permitted.

The Directors do not expect these amendments will have a material impact on the Group's financial statements in future periods.

## **3 Material Accounting Policy Information**

The Group is required to disclose material accounting policy information. Accounting policy information is material if it can reasonably be expected to influence decisions that the primary users of financial statements make on the basis of those financial statements when considered together with other information included in the financial statements. The Group considers an accounting policy as material if the information relates to material transactions, other events or conditions or involves a high degree of uncertainty and has a material impact on the financial statements.

### ***(a) Basis of accounting***

The financial statements have been prepared on the historical cost basis, except for the revaluation of certain assets and liabilities that are measured at fair value less costs of sale at the end of each reporting period, as explained in the accounting policies below.



### **3 Material Accounting Policy Information (continued)**

#### **(a) Basis of accounting (continued)**

The principal accounting policies adopted are set out below.

#### **(b) Basis of consolidation**

The consolidated financial statements include the financial statements of the Company and entities controlled by the Company (its subsidiaries) made up to 31 December each year. Control is achieved when the Company:

- has the power over the investee;
- is exposed, or has rights, to variable return from its involvement with the investee; and
- has the ability to use its power to affect its returns.

The Company reassesses whether or not it controls an investee if the facts and circumstances indicate that there are changes to one or more of the three elements of control listed above.

Consolidation of a subsidiary begins when the Company obtains control over the subsidiary and ceases when the Company loses control of the subsidiary. Specifically, the results of subsidiaries acquired or disposed of during the year are included in the consolidated income statement from the date the Company gains control until the date when the Company ceases to control the subsidiary.

Where necessary, adjustments are made to the financial statements of subsidiaries to bring the accounting policies used into line with the Group's accounting policies. All intragroup assets and liabilities, equity, income, expenses and cash flows relating to transactions between the members of the Group are eliminated on consolidation.

#### **(c) Current versus non-current classification**

The Group presents assets and liabilities in the statement of financial position based on current/non-current classification. An asset is current when it is:

- expected to be realised or intended to be sold or consumed in the normal operating cycle;
- held primarily for the purpose of trading; and
- expected to be realised within 12 months after the reporting period.

All other assets are classified as non-current.

A liability is current when:

- it is expected to be settled in the normal operating cycle;
- it is held primarily for the purpose of trading; and
- it is due to be settled within 12 months after the reporting period, or the Group does not have an unconditional right to defer settlement of the liability for at least 12 months after the reporting period.

The terms of the liability that could, at the option of the counterparty, result in its settlement by the issue of equity instruments do not affect its classification.

### **3 Material Accounting Policy Information (continued)**

#### ***(c) Current versus non-current classification (continued)***

The Group classifies all other liabilities as non-current. Deferred tax assets and liabilities are classified as non-current assets and liabilities.

#### ***(d) Going concern***

The Directors have assessed the going concern assumptions during the preparation of the Group's consolidated financial statements. The Group believes that no events or conditions, including those related to recent macroeconomic events give rise to doubt about the ability of the Group to continue operating for a period of at least 12 months from the date the financial statements were approved and authorised for issuance. This conclusion is drawn based on the knowledge of the Group, and the estimated economic outlook and identified risks, which have been modelled to be included within several stress tests. The results of the stress tests highlighted that the Group has sufficient liquidity and capital to satisfy its regulatory requirements. The Group has sufficient cash and undrawn balances in its credit facilities. Therefore, the Group expects that it will be able to meet contractual and expected maturities and covenants. Consequently, it has been concluded that it is reasonable to continue to adopt the going concern basis of accounting in preparing these consolidated financial statements.

#### ***(e) Business combinations***

Acquisitions of businesses are accounted for using the acquisition method. The consideration transferred in a business combination is measured at fair value, which is calculated as the sum of the acquisition-date fair values of assets transferred by the Group, liabilities incurred by the Group to the former owners of the acquiree and the equity interest issued by the Group in exchange for control of the acquiree. Acquisition-related costs are recognised in the income statement as incurred and presented within other expenses.

At the acquisition date, the identifiable assets acquired, and the liabilities assumed are recognised at their fair values at the acquisition date, except that:

- deferred tax assets or liabilities and assets or liabilities related to employee benefit arrangements are recognised and measured in accordance with IAS 12 Income Taxes and IAS 19 Employee Benefits respectively;
- liabilities or equity instruments related to share-based payment arrangements of the acquiree or share-based payment arrangements of the Group entered into to replace share-based arrangements of the acquiree are measured in accordance with IFRS 2 at the acquisition date; and
- assets (or disposal groups) that are classified as held for sale in accordance with IFRS 5 Non-current Assets held for Sale and Discontinued Operations are measured in accordance with IFRS 5.

Goodwill arises on business combinations and represents the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree, and the fair value of the acquirer's previously held equity interest in the acquiree (if any) over the fair value of the Group's share of the identifiable assets, liabilities and contingent liabilities acquired. Where the fair value of the Group's share of the identifiable assets, liabilities and contingent liabilities of the acquired business is greater than the cost of acquisition, the excess is recognised immediately in the income statement as a bargain purchase gain.

When the consideration transferred by the Group in a business combination includes a contingent consideration arrangement, the contingent consideration is measured at its acquisition date fair value.

### 3 Material Accounting Policy Information (continued)

#### *(e) Business combinations (continued)*

Subsequent accounting for changes in the fair value of the contingent consideration depends on its classification. Contingent consideration that is classified as equity is not subsequently remeasured and its settlement is accounted for within equity. Other contingent consideration is remeasured to fair value at subsequent reporting dates with changes in fair value recognised in the income statement.

Goodwill has an indefinite useful economic life and is measured at cost less any accumulated impairment losses. It is tested for impairment annually and whenever there is an indicator of impairment. Where the carrying value exceeds the higher of the value in use or fair value less cost to sell, an impairment loss is recognised in the income statement.

#### *(f) Revenue recognition*

The Group's revenue consists of:

##### **Net commission and fee income**

Sales and brokerage commissions are generated by internal brokers and introducing broker dealers when customers trade exchange traded derivatives, over-the-counter (OTC) traded derivatives, treasury instruments and equity securities.

The Group is responsible for executing and clearing its customers' purchases and sales and as such it acts as principal and commission income is recognised on a gross basis.

Commissions charged to customers on exchange traded derivatives and over-the-counter traded derivatives are recognised at a point in time on the trade date when a client order is cleared or executed (i.e. when the performance obligation is satisfied). Commissions charged to customers on traded securities are sales-based commissions that are recognised at a point in time on the trade date. Sales based commissions are typically a fixed fee per security transaction and in certain instances, are based on a percentage of the transaction value.

Commission charged to customers on clearing transactions recoup clearing fees and other fee expenses incurred. Clearing fees earned represent the recharge of transaction-based fees charged by the various exchanges and clearing organisations at which the Group or one of its clearing brokers is a member for the purpose of executing and/or clearing trades through them. Clearing fees incurred are generally passed through to clients' accounts and are reported gross as the Group maintains control over the clearing and execution services provided, maintains relationships with the exchanges or clearing brokers, and has ultimate discretion in whether the fees incurred are passed through to the clients and the rates at which they are passed through. As clearing fees charged are transactional based, they are recognised at a point in time on the trade date along with the related commission income when the client order is cleared or executed.

In connection with the execution and clearing of trades, the Group is required to pay fees to the executing brokers, exchanges, clearing organisations and banks. These fees are based on transaction volumes and recognised as commission and fee expense on the trade date. The Group also pays commissions to third party introducing brokers (individuals or organisations) that maintain relationships with clients and introduce them to the Group. Introducing brokers accept orders from clients whilst the Group provides the accounts, transaction, margining and reporting services, including money and securities from clients. Introducing brokers commissions are determined monthly and presented in commission and fee expense in the income statement and settled quarterly. Commission and fee

### 3 Material Accounting Policy Information (continued)

#### (f) Revenue recognition (continued)

##### Net commission and fee income (continued)

expenses are generally passed through to clients' accounts. No other costs related to the generation of commission income are included within commission and fee expense.

##### Net trading income

Net trading income includes realised and unrealised gains and losses derived from market making activities in OTC derivatives, exchange traded derivatives, equities, fixed income and foreign exchange. Net trading income also includes gains and losses generated from transactions in over-the-counter derivatives, equities, fixed income and foreign exchange executed with clients and other counterparties. The Group enters into these transactions on its own account.

In certain transactions, the transaction price of the financial instrument differs from the fair value calculated using valuation models. This difference is called day 1 profit or loss and is recognised immediately in the income statement in net trading income only when:

- the fair value determined using valuation models is based only on observable inputs;
- the fair value determined using valuation models is based on both observable and unobservable inputs but the impact of the unobservable inputs in the fair value is insignificant.

In all other cases, the financial instrument is initially recognised at the transaction price and the recognition of day 1 profit or loss is deferred and amortised through the term of the deal or to the date when unobservable inputs become observable (if sooner) unless specific factors relevant to the trade require a specific recognition pattern.

##### Net interest income

Interest income includes mainly the interest earned on the cash and financial instruments balances held on behalf of our clients as well as on our own cash balances, and interest earned in secured financing transactions. Interest income is calculated using the effective interest rate ('EIR') method. The effective interest rate is the rate that exactly discounts the estimated future cash payments or receipts over the expected life of the financial instrument to the gross carrying amount of the financial asset (before adjusting for expected credit losses) or to the amortised cost of the financial liability.

Interest expense includes interest paid to our clients on their balances and paid to our counterparties in secured financing transactions, debt securities issued and borrowings. Interest expense is calculated using the effective interest method as defined above. The interest expense component of the Group's structured notes which are financial liabilities designated at fair value through profit and loss are also presented in gross interest expense recognised on a market interest rate basis.

##### Net physical commodities income

The Group enters into contracts to purchase physical commodities for the purpose of selling in the near future (90 days on average) to generate a profit from the fluctuations in prices. In accordance with IFRS 9, these contracts are recognised and measured at fair value, with the resulting fair value gains and losses included in net physical commodities income. Contracts to purchase and sell physical commodities are provisionally priced at the date that an initial invoice is issued. Provisionally priced contracts are contracts where the price of the contract is subject to adjustments resulting from these contracts being priced against a future quoted price after settlement of the underlying commodity.

### **3 Material Accounting Policy Information (continued)**

#### ***(f) Revenue recognition (continued)***

##### ***Net physical commodities income (continued)***

Provisionally priced payables and receivables are measured initially and subsequently at their fair value through profit and loss until settlement and are presented within trade payables in the trade and other payables and trade debtors in the trade and other receivables line item in the statement of financial position.

#### ***(g) Tax***

The tax expense represents the sum of the tax currently payable and deferred tax.

##### ***Current tax***

The current tax payable is based on taxable profit for the year. Taxable profit differs from profit before tax as reported in the income statement because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable or deductible. The Group's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the balance sheet date.

A provision is recognised for those matters for which the tax determination is uncertain but it is considered probable that there will be a future outflow of funds to a tax authority. The provisions are measured at the best estimate of the amount expected to become payable. The assessment is based on the judgement of tax professionals within the Company supported by previous experience in respect of such activities and in certain cases based on specialist independent tax advice.

##### ***Deferred tax***

Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit, and is accounted for using the balance sheet liability method. Deferred tax liabilities are generally recognised for all taxable temporary differences and deferred tax assets are recognised to the extent that it is probable that future taxable profits will be available against which deductible temporary differences can be utilised. Such assets and liabilities are not recognised if the temporary difference arises from the initial recognition of goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

Deferred tax liabilities are recognised for taxable temporary differences arising on investments in subsidiaries and associates, and interests in joint ventures, except where the Group is able to control the reversal of the temporary difference and it is probable that the temporary difference will not reverse in the foreseeable future. Deferred tax assets arising from deductible temporary differences associated with such investments and interests are only recognised to the extent that it is probable that there will be sufficient taxable profits against which to utilise the benefits of the temporary differences and they are expected to reverse in the foreseeable future.

The carrying amount of deferred tax assets is reviewed at each balance sheet date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

### **3 Material Accounting Policy Information (continued)**

#### **(g) Taxation (continued)**

##### ***Deferred tax (continued)***

Deferred tax is calculated at the tax rates that are expected to apply in the period when the liability is settled or the asset is realised based on tax laws and rates that have been enacted or substantively enacted at the balance sheet date.

The measurement of deferred tax liabilities and assets reflects the tax consequences that would follow from the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same tax authority and the Group intends to settle its current tax assets and liabilities on a net basis or to realise the asset and settle the liability simultaneously.

##### ***Current tax and deferred tax for the year***

Current and deferred tax are recognised in profit and loss, except when they relate to items that are recognised in other comprehensive income or directly in equity, in which case, the current and deferred tax are also recognised in other comprehensive income or directly in equity respectively, with the exception of the coupon on AT1 securities in respect of which the coupon is charged to equity but the related tax relief is taken to the income statement tax expense. Where current tax or deferred tax arises from the initial accounting for a business combination, the tax effect is included in the accounting for the business combination.

In determining whether uncertain tax positions exist, the Group assesses whether it is probable that a tax authority will accept the uncertain tax treatment applied or proposed to be applied in its income tax filings. The Group assesses for each uncertain tax treatment whether it should be considered independently or whether some tax treatments should be considered together based on what the Group believes provides a better prediction of the resolution of the uncertainty. The Group measures tax uncertainties using its best estimate of likely outcomes for which it relies on estimates and assumptions and may involve judgments about future events. Corporate activity as well as day to day operations may give rise to tax uncertainties. The Group has determined, with the benefit of opinions from external tax advisors and legal counsel, where appropriate, that it has provided for all tax liabilities that are probable to arise from such activities. New information may become available that causes the Group to change its judgment regarding the adequacy of existing tax liabilities. Such changes could result in incremental tax liabilities which could have a material effect on cash flows, financial condition and results of operations. Where the final tax outcome of these matters is different from the amounts that were originally estimated such differences will impact the income tax and deferred tax provisions in the period in which such determination is made.

#### **(h) Impairment of non-financial assets**

Impairment tests on goodwill and intangible assets with indefinite useful lives (trademarks) are undertaken annually and whenever there is an indicator of impairment. Other non-financial assets are subject to impairment tests whenever events or changes in circumstances indicate that their carrying amount may not be recoverable.

The impairment test is carried out on the asset's cash generating unit (i.e. the smallest group of assets in which the asset belongs for which management measures separately identifiable cash flows).

### **3 Material Accounting Policy Information (continued)**

#### ***(h) Impairment of non-financial assets (continued)***

Where the asset does not generate cash flows that are independent from other assets, the Group estimates the recoverable amount of the cash generating unit to which the asset belongs. When a reasonable and consistent basis of allocation can be identified, corporate assets are also allocated to individual cash generating units, or otherwise, they are allocated to the smallest group of cash generating units for which a reasonable and consistent allocation can be identified.

The recoverable amount is the higher of fair value less costs of disposal and value in use. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and risks specific to the asset for which the estimates of future cash flows have not been adjusted.

Where the carrying value of an asset exceeds its recoverable amount an impairment loss is recognised in the income statement.

An impairment loss in respect of goodwill is not reversed. For non-financial assets other than goodwill, an impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

#### ***(i) Financial instruments***

##### ***Initial recognition and measurement***

Financial assets and financial liabilities are recognised in the Group's statement of financial position when the Group becomes a party to the contractual provisions of the instrument.

Financial assets and financial liabilities are initially measured at fair value. Transaction costs that are directly attributable to the acquisition or issue of financial assets and financial liabilities (other than financial assets and financial liabilities at fair value through profit and loss) are added to or deducted from the fair value of the financial assets or financial liabilities, as appropriate, on initial recognition. Transaction costs directly attributable to the acquisition of financial assets or financial liabilities at fair value through profit and loss are recognised immediately in profit and loss.

##### ***Financial assets***

All regular way purchases or sales of financial assets are recognised and derecognised on a trade date basis. Regular way purchases or sales are purchases or sales of financial assets that require delivery of assets within the timeframe established by regulation or convention in the marketplace.

All recognised financial assets are subsequently measured in their entirety at either amortised cost or fair value, depending on the classification of the financial assets.

Financial assets that meet both of the following conditions and have not been designated as at fair value through profit and loss ('FVTPL') are measured at amortised cost:

- the financial asset is held within a business model whose objective is to hold financial assets in order to collect contractual cash flows; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

### 3 Material Accounting Policy Information (continued)

#### (i) Financial instruments (continued)

##### *Financial assets (continued)*

Financial assets that meet both of the following conditions and have not been designated as at FVTPL are measured at fair value through other comprehensive income ('FVTOCI'):

- the financial asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling the financial assets; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

All financial assets not classified as measured at amortised cost or FVTOCI as described above are measured at FVTPL. This includes all derivative financial assets.

The Group may make the following irrevocable election and/or designation at initial recognition of a financial asset:

- the Group may irrevocably elect to present subsequent changes in fair value of an equity investment in other comprehensive income if certain criteria are met; and
- the Group may irrevocably designate a debt investment that meets the amortised cost or FVTOCI criteria as measured at FVTPL if doing so eliminates or significantly reduces an accounting mismatch.

The following accounting policies apply to the subsequent measurement of financial assets.

##### *Amortised cost and effective interest rate method*

The effective interest rate method is a method of calculating the amortised cost of a debt instrument and of allocating interest income over the relevant period.

For financial instruments other than purchased or originated credit-impaired financial assets, the effective interest rate is the rate that exactly discounts estimated future cash receipts (including all fees and points paid or received that form an integral part of the effective interest rate, transaction costs and other premiums or discounts) excluding expected credit losses, through the expected life of the debt instrument, or, where appropriate, a shorter period, to the gross carrying amount of the debt instrument on initial recognition.

The amortised cost of a financial asset is the amount at which the financial asset is measured at initial recognition minus the principal repayments, plus the cumulative amortisation using the EIR method of any difference between that initial amount and the maturity amount, adjusted for any loss allowance. On the contrary, the gross carrying amount of a financial asset is the amortised cost of a financial asset before adjusting for any loss allowance.

Interest income is recognised using the EIR method for debt instruments measured subsequently at amortised cost and at FVTOCI. For financial instruments other than purchased or originated credit-impaired financial assets, interest income is calculated by applying the EIR rate to the gross carrying amount of a financial asset, except for financial assets that have subsequently become credit-impaired. For financial assets that have subsequently become credit-impaired interest income is recognised by applying the EIR to the amortised cost of the financial asset.



### 3 Material Accounting Policy Information (continued)

#### (i) Financial instruments (continued)

##### *Financial assets (continued)*

###### *Investments in debt instruments classified as amortised cost*

Debt instruments classified as amortised cost are subsequently measured using the EIR method and are subject to impairment. Gains and losses are recognised in the income statement when the asset is derecognised, modified or impaired. The Group's financial assets held at amortised cost include US treasury and agency bonds (classified as treasury instruments on the statement of financial position) and trade receivables.

###### *Investments in equity designated as at FVTOCI*

On initial recognition, the Group made an irrevocable election (on an instrument-by-instrument basis) to designate investments in equity instruments as at FVTOCI. Designation at FVTOCI is not permitted if the equity investment is held for trading or if it is contingent consideration recognised by an acquirer in a business combination to which IFRS 3 Business Combinations ("IFRS 3") applies.

A financial asset is held for trading if:

- it has been acquired principally for the purpose of selling it in the near term; or
- on initial recognition it is part of a portfolio of identified financial instruments that the Group manages together and has evidence of a recent actual pattern of short-term profit taking; or
- it is a derivative (except for a derivative that is a financial guarantee contract or a designated and effective hedging instrument).

Investments in equity instruments at FVTOCI are initially measured at fair value plus transaction costs and are presented as investments in the statement of financial position. Subsequently, they are measured at fair value with gains and losses arising from changes in fair value recognised in other comprehensive income and accumulated in the revaluation reserve. The cumulative gain or loss will not be reclassified to profit and loss on disposal of the equity investments; instead it will be transferred to retained earnings. The Group has designated all investments in equity instruments that are not held for trading as at FVTOCI on initial application of IFRS 9.

###### *Financial assets at FVTPL*

Financial assets that do not meet the criteria for being measured at amortised cost or FVTOCI are measured at FVTPL.

Specifically:

- investments in equity instruments are classified as at FVTPL, unless the Group designates an equity investment that is neither held for trading nor a contingent consideration arising from a business combination as at FVTOCI on initial recognition; and
- debt instruments that do not meet the amortised cost criteria or the FVTOCI criteria are classified as at FVTPL.

###### *Impairment of financial assets*

The Group recognises a loss allowance for expected credit losses ('ECL') on investments in debt instruments that are measured at amortised cost or at FVTOCI. No impairment loss is recognised for investments in equity instruments. The amount of ECL is updated at each reporting date to reflect changes in credit risk since initial recognition of the respective financial instrument.

### 3 Material Accounting Policy Information (continued)

#### (i) Financial instruments (continued)

##### *Financial assets (continued)*

##### *Impairment of financial assets (continued)*

The Group always recognises lifetime ECL for trade receivables. ECL are a probability-weighted estimate of credit losses based on both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and forward-looking expectation.

For all other financial instruments, the Group recognises lifetime ECL when there has been a significant increase in credit risk since initial recognition. If, on the other hand, the credit risk on the financial instrument has not increased significantly since initial recognition, the Group measures the loss allowance for that financial instrument at an amount equal to 12-month ECL. The assessment of whether lifetime ECL should be recognised is based on significant increases in the likelihood or risk of a default occurring since initial recognition instead of on evidence of a financial asset being credit-impaired at the reporting date or an actual default occurring. Lifetime ECL represents the ECL that will result from all possible default events over the expected life of a financial instrument. In contrast, 12-month ECL represents the portion of lifetime ECL that is expected to result from default events on a financial instrument that is possible within 12 months after the reporting date.

##### *Simplified approach*

The Group adopts a simplified approach for trade debtors whereby allowances are always equal to lifetime ECL. The ECL on trade debtors are estimated using a provision matrix by reference to historical credit losses experience adjusted for current and expected future economic conditions. When a trade debtor balance is more than 180 days past due, the Group further performs a qualitative review of the debtor analysing factors such as the debtor's current financial position, past due days, cash collection history and internal credit ratings to determine whether the Group has reasonable and supportable information to apply a higher credit loss rate adjusted by forward-looking information.

##### *Significant increases in credit risk*

In assessing whether the credit risk on a financial instrument has increased significantly since initial recognition, the Group compares the risk of a default occurring on the financial instrument at the reporting date with the risk of a default occurring on the financial instrument as at the date of initial recognition. In making this assessment, the Group considers both quantitative and qualitative information that is reasonable and supportable, including historical experience and forward-looking information that is available without undue cost or effort.

In particular, the following information is taken into account when assessing whether credit risk has increased significantly since initial recognition:

- an actual or expected significant deterioration in the financial instrument's external (if available) or internal credit rating; and
- significant deterioration in external market indicators of credit risk for a particular financial instrument.

The Group assumes that the credit risk on a financial instrument has not increased significantly since initial recognition if the financial instrument is determined to have low credit risk, based on all of the following: (i) the financial instrument has a low risk of default in accordance with either internal or external credit ratings; (ii) the borrower has a strong capacity to meet its contractual cash flow

### 3 Material Accounting Policy Information (continued)

#### (i) Financial instruments (continued)

##### *Financial assets (continued)*

##### *Significant increases in credit risk (continued)*

obligations in the near term; and (iii) adverse changes in economic and business conditions in the long term may, but will not necessarily, reduce the ability of the borrower to fulfil its contractual cash flow obligations. The Group regularly monitors the effectiveness of the criteria used to identify whether there has been a significant increase in credit risk and revises them as appropriate to ensure that each criterion is capable of identifying a significant increase in credit risk before the amount becomes past due.

##### *Definition of default*

The Group considers the following as constituting an event of default for internal credit risk management purposes as historical experience indicates that receivables and other assets that meet either of the following criteria are generally not recoverable:

- when there is a breach of financial covenants by the counterparty; or
- information developed internally or obtained from external sources indicates that the debtor is unlikely to pay its creditors, including the Group, in full (without taking into account any collateral held by the Group) or partially.

##### *Credit-impaired financial assets*

A financial asset is credit-impaired when one or more events that have a detrimental impact on the estimated future cash flows of that financial asset have occurred. Evidence that a financial asset is credit-impaired includes observable data about the following events:

- significant financial difficulty of the issuer or the borrower;
- a breach of contract, such as default or past due event;
- it is becoming probable that the borrower will enter bankruptcy or other financial reorganisation; or
- the disappearance of an active market for that financial asset because of financial difficulties.

##### *Write-off policy*

The Group writes off a financial asset when there is information indicating that the counterparty is in severe financial difficulty and there is no reasonable expectation of recovery, e.g. when the counterparty has been placed under liquidation or has entered into bankruptcy proceedings. Financial assets written off may still be subject to enforcement activities under the Group's recovery procedures, taking into account legal advice where appropriate. Any recoveries made are recognised in profit and loss.

##### *Measurement and recognition of expected credit losses*

At the reporting date, an allowance is required for the 12-month (Stage 1) ECL. If the credit risk has significantly increased since initial recognition (Stage 2), or if the financial instrument is credit-impaired (Stage 3), an allowance (or provision) should be recognised for the lifetime ECL.

The measurement of ECL is a function of the probability of default, loss given default (i.e. the magnitude of the loss if there is a default) and the exposure at default. The assessment of the

### **3 Material Accounting Policy Information (continued)**

#### ***(i) Financial instruments (continued)***

##### ***Financial assets (continued)***

###### ***Measurement and recognition of expected credit losses (continued)***

probability of default and loss given default is based on historical data adjusted by forward-looking information as described above. As for the exposure at default, for financial assets, this is represented by the assets' gross carrying amount at the reporting date, less any collateral held.

For financial assets, the ECL is estimated as the difference between all contractual cash flows that are due to the Group in accordance with the contract and all the cash flows that the Group expects to receive, discounted at the original effective interest rate.

The grouping is regularly reviewed by management to ensure the constituents of each group continue to share similar credit risk characteristics.

Where lifetime ECL is measured on a collective basis to cater for cases where evidence of significant increases in credit risk at the individual instrument level may not yet be available, the financial instruments are grouped on the following basis:

- nature of financial instruments; and
- external credit ratings where available.

If the Group has measured the loss allowance for a financial instrument at an amount equal to lifetime ECL in the previous reporting period, but determines at the current reporting date that the conditions for lifetime ECL are no longer met, the Group measures the loss allowance at an amount equal to 12-month ECL at the current reporting date.

The Group recognises an impairment gain or loss in profit and loss for all financial instruments with a corresponding adjustment to their carrying amount through a loss allowance account, except for investments in debt instruments that are measured at FVTOCI, for which the loss allowance is recognised in other comprehensive income and accumulated in the revaluation reserve, and does not reduce the carrying amount of the financial asset in the statement of financial position.

##### ***Presentation of impairment***

Loss allowances for financial assets measured at amortised cost are deducted from the gross carrying amount of the assets. Provision for credit losses related to trade and other receivables, including settlement balances and deposits paid for securities borrowed are presented on the face of the income statement.

##### ***Derecognition of financial assets***

The Group derecognises a financial asset only when the contractual rights to the cash flows from the asset expire, or when it transfers the financial asset and substantially all the risks and rewards of ownership of the asset to another entity. If the Group neither transfers nor retains substantially all the risks and rewards of ownership and continues to control the transferred asset, the Group recognises its retained interest in the asset and an associated liability for amounts it may have to pay. If the Group retains substantially all the risks and rewards of ownership of a transferred financial asset, the Group continues to recognise the financial asset and also recognises a collateralised borrowing for the proceeds received.

### 3 Material Accounting Policy Information (continued)

#### (i) Financial instruments (continued)

##### ***Derecognition of financial assets (continued)***

On derecognition of a financial asset measured at amortised cost, the difference between the asset's carrying amount and the sum of the consideration received and receivable is recognised in the income statement. In addition, on derecognition of an investment in a debt instrument classified as at FVTOCI, the cumulative gain or loss previously accumulated in the revaluation reserve is reclassified to the income statement. In contrast, on derecognition of an investment in equity instrument which the Group has elected on initial recognition to measure at FVTOCI, the cumulative gain or loss previously accumulated in the revaluation reserve is not reclassified to the income statement but is transferred to retained earnings.

##### ***Financial liabilities***

All financial liabilities are measured subsequently at amortised cost using the effective interest rate method or at FVTPL.

Financial liabilities that arise when a transfer of a financial asset does not qualify for derecognition or when the continuing involvement approach applies and financial guarantee contracts issued by the Group, are measured in accordance with the specific accounting policies set out below.

##### ***Financial liabilities at FVTPL***

Financial liabilities are classified as at FVTPL when the financial liability is (i) contingent consideration recognised by an acquirer in a business combination to which IFRS 3 applies, (ii) held for trading or (iii) designated as at FVTPL.

A financial liability is classified as held for trading if:

- it has been acquired principally for the purpose of repurchasing it in the near term; or
- on initial recognition it is part of a portfolio of identified financial instruments that the Group manages together and has a recent actual pattern of short-term profit-taking; or
- it is a derivative, except for a derivative that is a financial guarantee contract or a designated and effective hedging instrument.

A financial liability other than a financial liability held for trading or contingent consideration of an acquirer in a business combination may be designated as at FVTPL upon initial recognition if:

- such designation eliminates or significantly reduces a measurement or recognition inconsistency that would otherwise arise; or
- the financial liability forms part of a group of financial assets or financial liabilities or both, which is managed and its performance is evaluated on a fair value basis, in accordance with the Group's documented risk management or investment strategy, and information about the grouping is provided internally on that basis; or
- it forms part of a contract containing one or more embedded derivatives, and IFRS 9 permits the entire combined contract to be designated at FVTPL.

Financial liabilities at FVTPL are measured at fair value, with any gains or losses arising on changes in fair value recognised in the income statement to the extent that they are not part of a designated hedging relationship. The interest expense on structured notes designated at FVTPL is recognised in interest expense based on the implied variable market interest rate.

### **3 Material Accounting Policy Information (continued)**

#### ***(i) Financial instruments (continued)***

##### ***Financial liabilities (continued)***

###### ***Financial liabilities at FVTPL (continued)***

In respect of financial liabilities that are designated as at FVTPL (i.e. structured notes issued), the amount of change in the fair value of the financial liability that is attributable to changes in the credit risk of that liability is recognised in other comprehensive income, unless the recognition of the effects of changes in the liability's credit risk in other comprehensive income would create or enlarge an accounting mismatch in the income statement. The remaining amount of change in the fair value of the liability is recognised in the income statement. Changes in the fair value attributable to a financial liability's credit risk that are recognised in other comprehensive income are not subsequently reclassified to the income statement. Instead, they are transferred to retained earnings upon derecognition of the financial liability.

###### ***Financial liabilities measured at amortised cost***

Financial liabilities that are not (i) contingent consideration of an acquirer in a business combination, (ii) held-for-trading, or (iii) designated at FVTPL, are measured subsequently at amortised cost using the effective interest rate method.

##### ***Derecognition of financial liabilities***

A financial liability is derecognised when the obligation under the liability is discharged, cancelled or expired. The difference between the carrying amount of the financial liability derecognised and the consideration paid and payable is recognised in the income statement.

When the Group exchanges with the existing lender one debt instrument into another one with substantially different terms, such exchange is accounted for as an extinguishment of the original financial liability and the recognition of a new financial liability. Similarly the Group accounts for substantial modification of terms of an existing liability or part of it as an extinguishment of the original financial liability and the recognition of a new liability. The terms are substantially different if the discounted present value of the cash flows under the new terms, including any fees paid net of any fees received and discounted using the original effective rate, is at least 10% different from the discounted present value of the remaining cash flows of the original financial liability. If the modification is not substantial, the difference between: (i) the carrying amount of the liability before the modification; and (ii) the present value of the cash flows after modification should be recognised in the income statement as the modification gain or loss.

##### ***Offsetting of financial assets and liabilities***

Financial assets and liabilities are offset and the net amount is reported in the statement of financial position if there is a currently enforceable legal right to offset the recognised amounts and there is an intention and ability to settle on a net basis, or to realise the assets and liabilities simultaneously.

##### ***Derivative instruments***

The Group uses derivative financial instruments, such as forward currency contracts, OTC precious and base metal contracts, agriculture contracts, energy contracts and equities. Such derivative financial instruments are initially recognised at fair value on the date on which a derivative contract is entered into and are subsequently remeasured at fair value. Derivatives are carried as financial assets when the fair value is positive and as financial liabilities when the fair value is negative.

### **3 Material Accounting Policy Information (continued)**

#### ***(i) Financial instruments (continued)***

##### ***Derivative instruments (continued)***

The Group utilises the services of a Prime Broker to enter into derivative contracts that are used to hedge its structured notes issuance business. The agreement provides for net settlement of daily margin calls and in addition, should there be a default event, this would also be settled on a net basis. On this basis the Group has determined that the balance representing cash held at the Prime Broker and various derivative instruments should be shown within 'Derivative Assets' in the statement of financial position.

##### ***Issued debt and equity instruments***

The Group applies IAS 32 Financial Instruments: Presentation to determine whether an instrument is either a financial liability (debt) or equity. Issued financial instruments or their components are classified as liabilities if the contractual arrangement results in the Group having an unconditional obligation to either deliver cash or another financial asset, or a variable number of equity shares, to the holder of the instrument. If this is not the case, the instrument is generally an equity instrument and the proceeds included in equity, net of transaction costs. Dividends and other returns to equity holders are recognised (other than for AT1 securities) when approved for payment by the Board of Directors and treated as a deduction from equity. Distributions paid to holders of AT1 securities are shown as dividends and are treated as a deduction from equity.

Debt securities are the Group's issued debt instruments which are comprised of hybrid financial instruments and vanilla debt instrument. Structured notes issued are hybrid financial instruments and are composed of debt components and embedded derivatives and are designated as FVTPL. Changes in fair value are recognised within net trading income except for changes related to the Group's own credit risk which are recognised in other comprehensive income and interest related to the hybrid debt securities is presented within interest expense. Vanilla debt instruments are presented within debt securities in line with their maturity profile and have no other embedded or linked instruments.

The Group presents the hedged interest expense related to the vanilla debt instruments through interest expense.

#### ***(j) Inventories***

The Group applies the broker-dealer exemption to its inventories stated in paragraph 3 of IAS 2, Inventories. The Group has physical holdings of commodities held for trading purposes. These are measured at fair value less costs to sell and relate to the recycled metals trading division.

The Group holds cryptocurrencies, both for its own account in order to generate a return, and to complement its cryptocurrency client offerings. The Group does not act as a custodian for crypto and, other than in limited circumstances, does not allow clients to provide crypto as security for client activity. The Group holds these cryptocurrencies in either a hot wallet at Fireblocks (kept online) or in cold storage at a crypto custodian (kept offline). The Group classifies cryptocurrency holdings as inventories on the statement of financial position measured at fair value less costs to sell.

The Group has holdings of carbon emission certificates held for trading purposes. These are held at fair value less costs to sell.

The cost of inventories including the changes in their fair value is recognised in the income statement within the line Net trading income.

### **3 Material Accounting Policy Information (continued)**

#### ***(k) Physical commodity contracts***

The Group trades in physical commodity contracts for the purposes of trading. As such, these contracts meet the definition of a derivative financial instrument and therefore where outstanding at year end are recorded at fair value on the statement of financial position with changes in fair value reflected within net physical commodities income.

#### ***(l) Hedge accounting***

##### *Fair value hedge accounting*

The Group manages the fixed interest rate risk on its vanilla debt instruments through interest rate and cross currency swaps as hedging instruments. The change in the fair value of the hedging instrument is recognised in the income statement as interest income and/or expense. The change in the fair value of the hedged item attributable to the risk hedged is recorded as part of the carrying value of the hedged item and is also recognised in the income statement as interest expense. If the hedged item is derecognised, the unamortised fair value is recognised immediately in the income statement.

For fair value hedges related to items carried at amortised cost, any adjustment to the carrying value is amortised through the income statement over the remaining term of the hedge using the EIR method. The EIR amortisation may begin as soon as an adjustment exists and no later than when the hedged item ceases to be adjusted for changes in its fair value attributable to the risk being hedged.

#### ***(m) Reverse repurchase agreements, repurchase agreements, stock borrowing and stock lending (securities financing transactions)***

The Group enters into debt securities purchased under agreements to resell, debt securities sold under agreements to repurchase, stock (equities) borrowed transactions, and stock (equities) loaned transactions primarily to meet counterparty needs under matched book principal strategies.

These transactions are accounted for as collateralised financing transactions and are recorded at their amortised cost. In connection with these agreements and transactions, it is the Group's policy to receive or pledge cash or securities to collateralise such agreements and transactions in accordance with contractual arrangements. The Group monitors the fair value of its collateral on a daily basis, and the Group may require counterparties, or may be required by counterparties, to deposit additional collateral or return collateral pledged. Interest income and interest expense is recognised over the life of the arrangements and is recorded in the income statement as applicable. The carrying amounts of these transactions approximate fair value due to their short-term nature and the level of collateralisation.

The securities are included on the statement of financial position as the Group retains substantially all of the risks and rewards of ownership. Consideration received is accounted for as a financial liability at amortised cost, unless it is designated at fair value through profit and loss. The difference between the consideration received and the fixed price in the future is treated as interest and recognised over the life of the agreements using the effective interest rate method.

##### ***Non-cash collateral***

As noted for the securities financing transactions the collateral received and paid are not in the form of cash, this is also true of the collateral received and paid for the new Prime Services business acquired on 1 December 2023. This collateral is governed by the terms of business, the Group is able to repledge or sell the collateral to the prime brokers. As such the non-cash collateral will not be



### **3 Material Accounting Policy Information (continued)**

#### ***(m) Reverse repurchase agreements, repurchase agreements, stock borrowing and stock lending (securities financing transactions) (continued)***

##### ***Non-cash collateral (continued)***

recorded on the Group's balance sheet instead remaining on the counterparty's balance sheet. The Group monitors the fair value of its collateral on a daily basis, and the Group may require its counterparties, or may be required by counterparties, to deposit additional collateral or return collateral pledged. Interest income and expense is recognised over the life of the arrangements and is recorded within the income statement as applicable.

##### ***(n) Cash and cash equivalents***

The Group considers cash held at banks and all highly liquid investments not held for trading purposes, with original or acquired maturities of 90 days or less, including certificates of deposit, to be cash and cash equivalents. Cash and cash equivalents not deposited with or pledged to broker-dealers, clearing organisations, counterparties or segregated under federal or other regulations is recognised on the statement of financial position.

Pursuant to the requirements of the Commodity Exchange Act and Commission Regulation 30.7 of the U.S. Commodity Futures Trading Commission ('CFTC') in the U.S. the Markets in Financial Instruments Implementing Directive 2006/73/EC underpinning the Client Asset ('CASS') rules in the Financial Conduct Authority ('FCA') handbook in the U.K. and the Securities & Futures Act in Singapore, funds deposited by clients relating to futures and options on futures contracts in regulated commodities must be carried in separate accounts, which are designated as segregated or secured client accounts. Additionally, in accordance with rule 15c3-3 of the Securities Exchange Act of 1934, the Group maintains separate accounts for the exclusive benefit of securities clients and proprietary accounts of broker dealers. Rule 15c3-3 requires the Group to maintain special reserve bank accounts for the exclusive benefit of securities clients and the proprietary accounts of broker dealers. The deposits in segregated client accounts and the special reserve bank accounts are not commingled with Group funds. Under the FCA's rules certain categories of clients may choose to opt-out of segregation.

##### ***(o) Share-based payments***

Equity-settled share-based payments to employees and others providing similar services are measured at the fair value of the equity instruments at the grant date. The fair value excludes the effect of non-market-based vesting conditions. Details regarding the determination of the fair value of equity-settled share-based transactions are set out in note 36.

The fair value determined at the grant date of the equity-settled share-based payments is expensed on a straight-line basis over the vesting period, based on the Group's estimate of the number of equity instruments that will eventually vest. At each reporting date, the Group revises its estimate of the number of equity instruments expected to vest as a result of the effect of non-market-based vesting conditions. The impact of the revision on the original estimates, if any, is recognised in profit and loss such that the cumulative expense reflects the revised estimate, with a corresponding adjustment to reserves.

For cash-settled share-based payments, a liability is recognised for the goods or services acquired, measured initially at the fair value of the liability. At each reporting date until the liability is settled, and at the date of settlement, the fair value of the liability is remeasured, with any changes in fair value recognised in the income statement for the year.

#### **4 Critical accounting judgements and key sources of estimation uncertainty**

In the application of the Group's accounting policies, the Directors are required to make judgements, estimates and assumptions that affect the reported carrying amounts of assets, liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and other factors that are considered to be relevant and reasonable under the circumstances.

Estimates and assumptions are reviewed on an ongoing basis and revisions to accounting estimates are recognised in the period an estimate is revised. The following critical accounting judgement has been applied in the preparation of these financial statements:

##### **Probability of a liquidity event**

The Group has issued growth shares, growth share options, nil cost options and warrants under previous share based payment awards for which redemption or exercise is contingent upon the occurrence of a liquidity event (defined as a sale, initial public offering or liquidation). Management have reviewed the IFRS considerations necessary to assess whether as at 31 December 2023, a liquidity event was probable. The assessment considered factors such as the progress of the planned initial public offering, previous historical experience with planned liquidity events and external factors impacting the occurrence of a liquidity event. Considering the high level of uncertainty around the number of factors that are outside of the control of the Group and senior management, Management have concluded that a liquidity event was not probable at the period end date.

Key sources of estimation uncertainty are as follows.

##### **Impairment of goodwill**

Determining whether goodwill is impaired requires an estimation of the recoverable amount of the cash generating unit to which goodwill has been allocated, which is the higher of the value in use or fair value less costs of disposal. The value in use calculation requires the Group to estimate both the future revenue from the cash generating unit and a suitable discount rate in order to calculate the present value.

A number of factors, many of which the Group has no ability to control, could cause actual results to differ from the estimates and assumptions employed. These factors include:

- a prolonged global or regional economic downturn;
- a significant decrease in the demand for the Group's services;
- a significant adverse change in legal factors or in the business climate;
- an adverse action or assessment by a regulator; and
- successful efforts by our competitors to gain market share in our markets.

Where the actual future revenues are less than expected, or changes in facts and circumstances which result in a downward revision of future cash flows or an upward revision of the discount rate, a material impairment loss or a further impairment loss may arise.

The key sources of estimation uncertainty in the assessment of goodwill impairment are the assumptions around the discount rates, revenue growth rates and terminal growth rates. The value in use calculation uses the cash flows inferred from budgets or achieved during the period and applies the assumptions above to create a discounted cash flow model. The cash flows do not include restructuring activities that the Group is not yet committed to or significant future investments that will enhance the performance of the assets of the cash generating unit being tested. The recoverable amount is sensitive to the discount rate used as well as the growth rates both growth and terminal. These estimates are most relevant to the testing both growth and terminal. These estimates are most

#### 4 Critical accounting judgements and key sources of estimation uncertainty (continued)

relevant to the testing of goodwill for impairment. The key assumptions used to determine the recoverable amount for the different CGUs, including a sensitivity analysis, are disclosed and further explained in note 12.

#### 5 Revenue

Revenues within the scope of IFRS 15 are presented as commission and fee income in the income statement.

Revenues that are not within the scope of IFRS 15 are presented within net trading income, net interest income and net physical commodities income in the income statement.

The below disaggregation shows the revenue by each of the five operating segments. The substantial majority of the Group's performance obligations for revenues from contracts with clients are satisfied at a point in time. Revenue recognised over time is not material.

	Clearing \$m	Agency and Execution \$m	Market Making \$m	Hedging and Investments Solutions \$m	Corporate \$m	Total \$m
<b>2023</b>						
<i>Commission and fee income</i>	825.1	506.8	10.5	—	—	1,342.4
<i>Commission and fee expense</i>	(588.9)	(33.4)	(15.2)	—	—	(637.5)
Net commission income/(expense)	236.2	473.4	(4.7)	—	—	704.9
Net trading income/(expense)	1.2	62.1	182.8	165.7	(0.4)	411.4
<i>Interest income/(expense)</i>	232.9	8.7	(3.9)	—	(116.1)	121.6
<i>Inter-segmental funding allocations</i>	(96.7)	(2.7)	(27.0)	(37.6)	164.0	—
Net interest income/(expense)	136.2	6.0	(30.9)	(37.6)	47.9	121.6
Net physical commodities income	—	—	6.7	—	—	6.7
<b>Revenue</b>	<u>373.6</u>	<u>541.5</u>	<u>153.9</u>	<u>128.1</u>	<u>47.5</u>	<u>1,244.6</u>

	Clearing \$m	Agency and Execution \$m	Market Making \$m	Hedging and Investments Solutions \$m	Corporate \$m	Total \$m
<b>2022 (Restated<sup>1</sup>)</b>						
<i>Commission and fee income</i>	424.7	220.7	5.6	—	—	651.0
<i>Commission and fee expense</i>	(280.0)	(13.6)	(5.6)	—	—	(299.2)
Net commission income/(expense)	144.7	207.1	—	—	—	351.8
Net trading income/(expense)	—	18.4	179.1	128.2	(0.4)	325.3
<i>Interest income/(expense)</i>	70.6	6.1	(1.4)	—	(45.9)	29.4
<i>Inter-segmental funding allocations</i>	(15.3)	(0.9)	(9.7)	(28.2)	54.1	—
Net interest income/(expense)	55.3	5.2	(11.1)	(28.2)	8.2	29.4
Net physical commodities income	—	—	4.6	—	—	4.6
<b>Revenue</b>	<u>200.0</u>	<u>230.7</u>	<u>172.6</u>	<u>100.0</u>	<u>7.8</u>	<u>711.1</u>

## 5 Revenue (continued)

	Clearing \$m	Agency and Execution \$m	Market Making \$m	Hedging and Investments Solutions \$m	Corporate \$m	Total \$m
<b>2021 (Restated<sup>1</sup>)</b>						
<i>Commission and fee income</i>	378.0	190.9	4.8	—	—	573.7
<i>Commission and fee expense</i>	(266.8)	(11.2)	(5.8)	—	—	(283.8)
Net commission income/(expense)	111.2	179.7	(1.0)	—	—	289.9
Net trading income	0.5	11.8	132.6	94.9	0.1	239.9
<i>Interest income/(expense)</i>	14.1	0.1	(0.4)	—	(17.1)	(3.3)
<i>Inter-segmental funding allocations</i>	(5.9)	—	(5.2)	(6.1)	17.2	—
Net interest income/(expense)	8.2	0.1	(5.6)	(6.1)	0.1	(3.3)
Net physical commodities income	—	—	15.0	—	—	15.0
<b>Revenue</b>	<b>119.9</b>	<b>191.6</b>	<b>141.0</b>	<b>88.8</b>	<b>0.2</b>	<b>541.5</b>

1) The Group changed its reporting segments during 2023; as such segment information for the comparative periods have been restated. Refer to note 6 segmental analysis for further detail.

Clearing provides connectivity between clients, exchanges and clearing houses across four principal markets: metals, agriculture, energy and financial products.

Agency and Execution provides services primarily across two core markets: energy and financial securities. Revenue for 2023 can be split as follows: energy \$219.8m (2022: \$140.4m, 2021: \$138.7m) and financial securities \$319.8m (2022: \$88.7m, 2021: \$52.9m).

Market Making operates within four principal markets: metals, agriculture, energy and financial securities. Revenue for 2023 can be split as follows: metals \$69.3m (2022: \$88.7m, 2021: \$68.8m), agriculture \$27.5m (2022: \$20.3m, 2021: \$35.9m), energy \$31.6m (2022: \$52.1m, 2021: \$25.8m) and financial securities \$25.6m (2022: \$11.5m, 2021: \$10.5m).

Hedging and Investment Solutions provides high quality bespoke hedging and investment solutions across two core markets: hedging solutions and financial products. Revenue for 2023 can be split as follows: hedging solutions \$62.0m (2022: \$52.4m, 2021: \$31.9m) and financial products \$66.1m (2022: \$47.6m, 2021: \$56.9m).

Corporate net interest income is derived through earning interest on house cash balances placed at banks and exchanges, Revenue for 2023 are \$47.5m (2022: \$7.8m, 2021: \$0.2m).

### Contract assets

There were no assets that meet the definition of a contract asset as at 31 December 2023 (2022: \$nil).

## 6 Segmental Analysis

Operating segments information is presented in a manner consistent with the internal reporting provided to the Chief Operating Decision Maker ('CODM'). The CODM, who is responsible for allocating resources and assessing performance, has been identified as the Group's Executive Committee. The CODM regularly reviews the Group's operating results in order to assess performance

## 6 Segmental Analysis (continued)

and to allocate resources. The accounting policies of the operating segments are the same as the Group's accounting policies.

Adjusted operating profit/(loss) is the segments performance measure and excludes income and expenses that are not considered directly related to the performance of our segments as detailed in the reconciliation below.

During 2023, the Group changed its internal reporting. Previously the Group did not include a Corporate segment as a separately reportable segment. The Group's Executive Committee responsible for allocating resources and assessing performance now receives information which incorporates a Corporate segment. The Corporate segment represents the central functions of the Group grouping together the income and costs relating to finance, treasury, tax, IT, risk, compliance, legal, marketing, human resources and executive management. Also, as part of the changes in internal reporting, there were some minor reallocation of desks between the segments. Prior years segment information has been restated accordingly.

For management purposes, the Group is organised into the following operating segments, based on the services provided, as follows:

- Clearing — the interface between exchanges and clients. The Group provides the connectivity that allows its clients access to exchanges and central clearing houses. As clearing members, the Group acts as principal on behalf of its clients and generates revenue on a commission per trade basis. The Group provides clearing services across four principal markets: metals, agricultural products, energy and financial securities markets across different geographies.
- Agency and Execution — The Group matches buyers and sellers on an agency basis by facilitating price discovery primarily across energy and financial securities markets. The Agency and Execution segment primarily generates revenue on a commission per trade basis without material credit or market risk exposure. In addition to listed products that trade directly on exchanges, many of the Group's markets are traded on an OTC basis.
- Market Making — The Group acts as principal to provide direct market pricing to professional and wholesale counterparties, primarily metals, agriculture, energy and financial securities markets. The Market Making segment primarily generates revenue through charging a spread between buying and selling prices, without taking significant proprietary risk. The Market Making operations are diversified across geographies and asset classes.
- Hedging and Investment Solutions — The Group offers bespoke hedging and investment solutions to its clients and generates revenue through a return built into the product pricing. Tailored hedging solutions allow producers and consumers of commodities to hedge their exposure to movements in market prices, as well as exchange rates, across a variety of different time horizons.
- The Corporate segment includes the Group's control and support functions: finance, treasury, IT, risk, compliance, legal, human resources and executive management to support the operating segments. Corporate manages the resources of the Group, makes investment decisions and provides operational support to the business segments. Corporate manages the Group's funding requirements, interest expense is incurred through debt securities issuance, this is charged to other segments through inter-segmental funding allocations to reflect their consumption of these resources. Interest Income is derived from interest on in-house cash balances. The adjusted operating loss includes the expenses related to costs of the functions that are not recovered from the operating segments and corporate costs.

## 6 Segmental Analysis (continued)

Segment information for the year ended 31 December 2023:

2023	Clearing \$m	Agency and Execution \$m	Market Making \$m	Hedging and Investments solutions \$m	Corporate \$m	Total \$m
Net commission income/(expense)	236.2	473.4	(4.7)	—	—	704.9
Net trading income/(expense)	1.2	62.1	182.8	165.7	(0.4)	411.4
Interest income/(expense)	232.9	8.7	(3.9)	—	(116.1)	121.6
Inter-segmental funding allocations <sup>1</sup>	(96.7)	(2.7)	(27.0)	(37.6)	164.0	—
Net interest income/(expense)	136.2	6.0	(30.9)	(37.6)	47.9	121.6
Net physical commodities income	—	—	6.7	—	—	6.7
<b>Revenue</b>	<b>373.6</b>	<b>541.5</b>	<b>153.9</b>	<b>128.1</b>	<b>47.5</b>	<b>1,244.6</b>
<b>Adjusted operating profit/(loss)</b>	<b>185.0</b>	<b>71.9</b>	<b>33.3</b>	<b>33.8</b>	<b>(94.0)</b>	<b>230.0</b>

### Other segment information

Compensation and benefits	(88.2)	(368.1)	(72.7)	(51.0)	(190.3)	(770.3)
Depreciation and amortisation	(0.3)	(0.8)	(0.3)	(0.3)	(25.4)	(27.1)

<sup>1</sup> The Inter-segmental funding allocation represents the interest costs borne by the Group, excluding interest earned centrally on house cash balances, which is subsequently recharged to the business segments. The recharge is based on the funding requirements of each business.

Segment information for the year ended 31 December 2022:

2022 Restated	Clearing \$m	Agency and Execution \$m	Market Making \$m	Hedging and Investments solutions \$m	Corporate \$m	Total \$m
Net commission income/(expense)	144.7	207.1	—	—	—	351.8
Net trading income/(expense)	—	18.4	179.1	128.2	(0.4)	325.3
Interest income/(expense)	70.6	6.1	(1.4)	—	(45.9)	29.4
Inter-segmental funding allocations	(15.3)	(0.9)	(9.7)	(28.2)	54.1	—
Net interest income/(expense)	55.3	5.2	(11.1)	(28.2)	8.2	29.4
Net physical commodities income	—	—	4.6	—	—	4.6
<b>Revenue</b>	<b>200.0</b>	<b>230.7</b>	<b>172.6</b>	<b>100.0</b>	<b>7.8</b>	<b>711.1</b>
<b>Adjusted operating profit/(loss)</b>	<b>77.5</b>	<b>23.4</b>	<b>66.5</b>	<b>27.8</b>	<b>(73.5)</b>	<b>121.7</b>

### Other segment information

Compensation and benefits	(55.8)	(162.3)	(75.3)	(40.9)	(104.3)	(438.6)
Depreciation and amortisation	(0.3)	(0.2)	(0.3)	(0.1)	(12.9)	(13.8)

## 6 Segmental Analysis (continued)

Segment information for the year ended 31 December 2021:

	Clearing \$m	Agency and Execution \$m	Market Making \$m	Hedging and Investments solutions \$m	Corporate \$m	Total \$m
<b>2021 Restated</b>						
Net commission income/(expense)	111.2	179.7	(1.0)	—	—	289.9
Net trading income	0.5	11.8	132.6	94.9	0.1	239.9
Interest income/(expense)	14.1	0.1	(0.4)	—	(17.1)	(3.3)
Inter-segmental funding allocations	(5.9)	—	(5.2)	(6.1)	17.2	—
Net interest income/(expense)	8.2	0.1	(5.6)	(6.1)	0.1	(3.3)
Net physical commodities income	—	—	15.0	—	—	15.0
<b>Revenue</b>	<b>119.9</b>	<b>191.6</b>	<b>141.0</b>	<b>88.8</b>	<b>0.2</b>	<b>541.5</b>
<b>Adjusted operating profit/(loss)</b>	<b>38.1</b>	<b>24.0</b>	<b>52.2</b>	<b>31.8</b>	<b>(66.5)</b>	<b>79.6</b>
<b>Other segment information</b>						
Compensation and benefits	(45.2)	(135.4)	(60.9)	(38.0)	(79.7)	(359.2)
Depreciation and amortisation	(0.3)	(0.2)	(0.4)	—	(9.4)	(10.3)

Reconciliation of total segments adjusted operating profit to the Group's profit before taxation per the income statement:

	2023 \$m	2022 \$m	2021 \$m
Total segments adjusted operating profit	230.0	121.7	79.6
Goodwill impairment charges <sup>(a)</sup>	(10.7)	(53.9)	—
Acquisition costs <sup>(b)</sup>	(1.8)	(11.5)	—
ED&F Capital Markets division - bargain purchase gains <sup>(c)</sup>	0.3	71.6	—
Owner fees <sup>(d)</sup>	(6.0)	(3.4)	(2.0)
Amortisation of acquired brands and customer lists <sup>(e)</sup>	(2.1)	(1.7)	(1.0)
Activities in relation to shareholders <sup>(f)</sup>	(3.1)	(0.5)	—
IPO preparation costs <sup>(g)</sup>	(10.1)	(0.7)	(6.7)
<b>Profit before tax</b>	<b>196.5</b>	<b>121.6</b>	<b>69.9</b>

- (a) 2023 relates to the impairment charge recognised for Volatility Performance Fund S.A. CGU ('VPF') largely due to declining projected revenue. 2022 relates to the impairment charge recognised for the OTC Energy CGU largely due to declining budgeted performance and macroeconomic factors, such as high inflation and interest rates. See note 12 for further details.
- (b) Costs such as legal fees, incurred in relation to the business acquisitions of ED&F Man Capital Markets division, OTCex SA Group and Cowen's Prime Services and Outsourced Trading business.
- (c) A bargain purchase gain was recognised as a result of the ED&F Man Capital Markets division acquisition.
- (d) Owner fees relate to management services to parties associated with the ultimate controlling party based on a percentage of the Group's profitability. These fees will no longer apply once the Group is listed.
- (e) This represents the amortisation charge for the year of acquired brands and customers lists.
- (f) Primarily comprise of dividend like contributions made to participants within the share-based payments schemes. In prior years, this balance was presented as part of amortisation of acquired brands and customer lists. Given the increase of the balance in 2023, it has been reclassified out of the line item and now presented separately.
- (g) This represents IPO related costs, which include consulting, legal and audit fees.

## 6 Segmental Analysis (continued)

The Group's revenue and non-current assets by subsidiary company's country of domicile is as follows. In presenting geographical information, revenue is based on the geographic location of the legal entity where the customers' revenue is recorded. Non-current assets are based on the geographic location of the legal entity where the assets are recorded.

	Revenue			Non-current assets	
	2023 \$m	2022 \$m	2021 \$m	2023 \$m	2022 \$m
United Kingdom	607.2	414.4	361.5	234.7	194.5
United States	422.0	238.1	120.2	46.3	47.1
Rest of the world	215.4	58.6	59.8	12.0	7.0
Total	<u>1,244.6</u>	<u>711.1</u>	<u>541.5</u>	<u>293.0</u>	<u>248.6</u>

The balances in Rest of the world mainly consist of those from countries in Europe and the Asia-Pacific region, none of which are individually material for separate disclosure.

Non-current assets for this purpose consist of goodwill, intangible assets, property, plant and equipment, right-of-use assets, investments, and investment in associate.

## 7 Interest income and expense

	2023 \$m	2022 \$m	2021 \$m
<b>Interest income</b>			
Financial institutions <sup>(1)</sup>	242.0	106.1	13.1
Exchanges <sup>(2)</sup>	235.0	27.2	—
Securities <sup>(3)</sup>	97.5	51.0	—
Clients <sup>(4)</sup>	17.3	10.1	10.0
	<u>591.8</u>	<u>194.4</u>	<u>23.1</u>
<b>Interest expense</b>			
Clients <sup>(5)</sup>	(194.8)	(19.9)	(0.5)
Borrowings and debt issued <sup>(6)</sup>	(179.8)	(59.7)	(18.6)
Exchanges <sup>(7)</sup>	(26.1)	(28.9)	(6.4)
Securities <sup>(8)</sup>	(67.1)	(55.5)	—
Lease interest expense	(2.4)	(1.0)	(0.9)
	<u>(470.2)</u>	<u>(165.0)</u>	<u>(26.4)</u>
<b>Net interest income/ (expense)</b>	<u>121.6</u>	<u>29.4</u>	<u>(3.3)</u>

- Interest income from financial institutions includes interest earned from banks from cash and cash equivalents on client money (see note 33) and the Group's own cash and cash equivalents.
- Interest income from deposits placed at exchanges, clearing houses, and intermediary brokers placed at these counterparties to facilitate transactional activity. Interest income is calculated using a deposit rate linked to the benchmark interest rates.
- Securities interest income arises from securities purchased under agreements to resell repurchase and stock borrowing activities.
- Interest income from clients is the result of credit lines offered to clients.
- Interest expense includes interest paid to clients on cash deposited with the Group by clients.
- Interest expense from debt securities includes the interest component on structured notes and the coupons for the EMTN issuance. Interest expense from EMTN notes was \$33.4m (2022: \$nil, 2021: \$nil) and interest expense on structured notes is \$142.2m (2022: \$55.1m, 2021: \$16.2m). Structured notes are measured at fair value through profit or loss.
- Interest expense from balances placed at exchanges, clearing houses, and intermediary brokers placed at these counterparties to facilitate transactional activity. Interest expense is calculated using an internal deposit rate linked to the benchmark interest rates.
- Securities interest expense arises from securities sold under agreements to repurchase and stock lending activities.



[Table of Contents](#)**8 Compensation and benefits**

	2023	2022	2021
	\$m	\$m	\$m
Wages and salaries	680.0	382.5	325.7
Share-based compensation expense	20.3	16.7	1.2
Employer's national insurance contributions and similar taxes	43.2	26.7	21.4
Short-term monetary benefits	15.6	7.3	7.1
Defined contribution pension cost	8.9	3.8	2.6
Apprenticeship levy	0.7	0.4	0.3
Redundancy payments	1.6	1.2	0.9
<b>Total staff costs</b>	<b>770.3</b>	<b>438.6</b>	<b>359.2</b>

As at 31 December 2023, there were contributions totaling \$1.6m (2022: \$1.2m, 2021: \$0.5m) payable to the defined contribution pension scheme by the Group.

**9 Other expenses**

	2023	2022	2021
	\$m	\$m	\$m
Professional fees	61.4	44.1	29.9
Non-trading technology and support	45.8	36.7	24.4
Trading systems and market data	54.6	25.2	16.9
Occupancy and equipment rental	23.0	11.8	11.4
Travel and business development	20.6	10.2	3.7
Communications	7.4	8.1	7.7
Bank costs	5.4	4.1	3.3
Owner fees	6.0	3.4	2.0
VAT (irrecoverable)	2.7	1.7	1.5
Other	10.5	2.5	2.7
<b>Total other expenses</b>	<b>237.4</b>	<b>147.8</b>	<b>103.5</b>

**10 Tax**

**(a) Tax expense**

	2023 \$m	2022 \$m	2021 \$m
<b>Current tax</b>			
UK corporation tax on profit for the year	38.9	19.0	14.7
Foreign corporation tax on profit for the year	<u>23.1</u>	<u>4.8</u>	<u>1.4</u>
Total UK and Foreign corporation tax	62.0	23.8	16.1
Adjustment in respect of prior years:			
UK corporation tax	0.9	0.8	0.2
Foreign corporation tax	<u>1.0</u>	<u>(0.1)</u>	<u>—</u>
Total adjustments in respect of prior years	<u>1.9</u>	<u>0.7</u>	<u>0.2</u>
<b>Deferred tax</b>			
Origination and reversal of temporary differences	(9.3)	(1.0)	(1.7)
Adjustment in respect of prior years - other	<u>0.6</u>	<u>(0.1)</u>	<u>(1.2)</u>
	<u>(8.7)</u>	<u>(1.1)</u>	<u>(2.9)</u>
<b>Tax expense for the year</b>	<u>55.2</u>	<u>23.4</u>	<u>13.4</u>
<b>Deferred tax charge relating to items recognised in OCI</b>			
Items that may be reclassified subsequently to profit and loss	0.3	0.5	—
Items that will not be recycled to profit and loss	<u>(1.4)</u>	<u>(1.5)</u>	<u>0.3</u>
	<u>(1.1)</u>	<u>(1.0)</u>	<u>0.3</u>
<b>Deferred tax expense relating to items recognised in Equity</b>	<u>(2.4)</u>	<u>—</u>	<u>—</u>

**(b) Reconciliation between tax expense and profit before tax**

The Group's reconciliation between the tax expense and profit before tax is based on its domestic UK tax rate. The tax assessed for the year is higher (2022: higher, 2021: higher) than the standard rate of corporation tax in the UK of 23.50% (2022: 19.0%, 2021: 19.0%). This is driven by material non-deductible acquisition and IPO preparation expenses incurred during the year, non deductible goodwill adjustments and prior year adjustments booked in respect of 2022 tax returns filed during the year. This is offset by deductions taken in respect of the Group's AT1 securities issuance in June 2022. Under IAS12, whilst the coupon on the AT1 is taken to equity, the related tax relief is recognised in profit and loss which generates a material tax reconciling item. The headline rate of UK corporation tax increased from 19% to 25% on 1 April 2023 which results in a blended effective rate of 23.50% for the year and 25% for future periods.

The Group's future tax expense will be sensitive to the geographic mix of profits earned, the tax rates in force and changes to the tax rules in the jurisdictions in which the Group operates. In particular, the Group is closely monitoring developments in relation to Pillar Two of the OECD Base Erosion and Profit Shifting Project around a global minimum tax rate of 15%. In December 2021, the OECD released the Pillar Two model rules, also referred to as the 'Global Anti-Base Erosion' or 'GLOBE' rules. Several jurisdictions in which the Group operates have adopted the OECD rules including the UK and France who have both transposed the rules into their respective tax legislation effective for years beginning on or after 31 December 2023. The Group is expected to meet the criteria to be subject to these rules. The Group currently has trading operations in the following low tax jurisdictions with an IAS 12 Effective Tax Rate (ETR) below 15%: Ireland and the UAE. Ireland and the UAE are both subject to tax at a headline rate of less than 15% however in 2023 these operations did not form a material part of the overall Group revenue. As such, at this time and as currently drafted, it

**10 Tax (continued)**

**(b) Reconciliation between tax expense and profit before tax (continued)**

is not expected that the rules will have a material impact on the Group, although there will be an additional compliance burden at Group level as a result of their introduction.

The Group has applied the exception to recognising and disclosing information about deferred tax assets and liabilities related to Pillar Two income taxes.

	2023 \$m	2022 \$m	2021 \$m
<b>Profit before tax</b>	196.5	121.6	69.9
Expected tax expense based on the standard rate of corporation tax in the UK of 23.50% (2022 and 2021: 19.00%)	46.2	23.1	13.3
<b>Explained by:</b>			
Effect of foreign tax rates	0.7	1.0	(0.5)
Income not subject to tax	(0.7)	(0.2)	—
Expenses not deductible for tax purposes	4.7	4.2	1.6
Non (taxable)/deductible goodwill adjustments	2.5	(2.3)	—
Movements in deferred tax not recognised	2.9	(1.0)	0.1
Deductible payments on AT1 securities	(3.1)	(1.3)	—
Tax rate change	(0.5)	(0.8)	—
Prior year adjustments	2.5	0.7	(1.1)
<b>Tax expense for the year</b>	<u>55.2</u>	<u>23.4</u>	<u>13.4</u>

**11 Dividends paid and proposed**

Dividends of \$45.0m were paid to ordinary shareholders during the year ended 31 December 2023 (2022: \$nil, 2021: \$20.0m). Dividends per weighted number of shares amount to \$0.22 (2022: \$nil, 2021: \$0.15). No dividend has been proposed at the year end (2022: \$nil, 2021: \$nil).

Refer to note 29 for dividends paid to holders of Additional Tier 1 securities.

**12 Goodwill**

	2023 \$m	2022 \$m
<b>Cost</b>		
At 1 January	220.4	219.9
Additions during the year	18.8	0.5
<b>Cost at 31 December</b>	239.2	220.4
Impairment losses at 1 January	(64.9)	(11.0)
Impairment of Energy CGU	—	(53.9)
Impairment of Volatility Performance Fund S.A.	(10.7)	—
<b>Net book value at 31 December</b>	<u>163.6</u>	<u>155.5</u>

## 12 Goodwill (continued)

### (a) Goodwill impairment testing

For the purpose of impairment testing, goodwill has been allocated to the CGUs which represent the level at which goodwill is monitored and managed:

	2023 \$m	2022 \$m
<b>Group goodwill by CGU:</b>		
Energy	83.7	78.4
CSC Commodities UK Limited	20.6	20.6
Agriculture	11.4	11.4
Volatility Performance Fund S.A.	—	10.7
Rosenthal Collins Group	10.5	10.5
Volcap Trading Partners Limited	7.8	7.8
X-Change Financial Access LLC	6.1	6.1
Recycled Metals	4.6	4.2
ProTrader	3.3	3.3
Marex Spectron Europe Limited	2.0	2.0
Arfinco S.A.	0.5	0.5
OTCex SA Group	12.5	—
Cowen's Prime Services and Outsourced Trading Business	0.6	—
<b>As at 31 December</b>	<b><u>163.6</u></b>	<b><u>155.5</u></b>

The Group performed the annual impairment test as at 1 October 2023 and 30 September 2022. Between annual tests the Group reviews each CGU for impairment triggers that could adversely impact the valuation of the CGU and, if necessary, undertakes additional impairment testing. In assessing whether an impairment is required, the carrying value of the CGU is compared with the recoverable amount, which is determined by calculating both the fair value less cost of disposal ('FVLCD') and the value in use ('VIU'). The higher of these two amounts is compared with the carrying value of the CGU. If either the VIU or the FVLCD is higher than the carrying value, no impairment is necessary.

During the year the acquisition of OTCex Group companies (HPC SA, OTCex Hong Kong, OTCex LLC) and Cowen's Prime Services and Outsourced Trading business generated goodwill amounting to \$12.5m and \$0.6m, respectively.

During 2023, the Group renamed the former CGU, Tangent Trading Holdings Limited, to Recycled Metals. This accommodated the acquisition of Global Metals Network Limited ('GMN'), the recycled metals market maker based in Hong Kong. Therefore, the increase in goodwill of \$0.4m associated with the Recycled Metals CGU relates solely to the acquisition of GMN.

Furthermore, the Group recorded additional goodwill of \$5.3m during 2023 within the Energy CGU related to the initial purchase price allocation for the acquisition of Eagle Energy Brokers LLC ('Eagle').

An impairment of goodwill was recorded during the year. The impairment charge was recognised against Volatility Performance Fund S.A. CGU ('VPF'). VPF's projected future net revenues as well as the growth assumptions were based upon the most recent performance. Notwithstanding a good overall performance in 2022, 2023 proved to be a particularly challenging year for the VPF Fund, ultimately resulting in a loss. The recoverable amount of VPF of \$6.4m based on its VIU was determined to be lower than its carrying value of \$17.1m and an impairment charge of \$10.7m was recognised due to the combination of projected performance and macroeconomic factors.

## 12 Goodwill (continued)

### (a) Goodwill impairment testing (continued)

As at 31 December 2023, the review of the indicators of impairment did not require any further testing.

### (b) Key assumptions

- The fair value less cost of disposal is determined by applying a price earnings multiple to the post-tax earnings of each CGU arising in the period and for the effect of any organisational changes to the CGU. The price earnings multiples applied are derived from comparable peer companies.
- Comparable peers are those against whom our stakeholders evaluate our performance, whilst the price earnings multiples are obtained from third party market data providers. The provision of data from third party data sources, such as Bloomberg, would suggest that this data and therefore any valuation conducted using this data would contain only observable market data. However, management applies a level of judgement in the application of this data and in determining the price earnings multiple.
- In assessing the VIU, a discounted cash flow model is used covering a 5 year projected period, which drives the valuation of the CGUs. VIU was calculated using post-tax discount rates and post-tax cash flows. An equivalent pre-tax discount rate was determined. Future projections are based on the most recent financial projections considered by the Board of Directors as at the valuation date which are used to project post-tax cash flows for the next 5 years. After this period a steady cash flow is used to derive a terminal value for the CGU.
- The stable terminal growth rate of all CGUs was expected to be 2% and has been used to approximate an inflationary increase.
- Discount rates represent the current market assessment of the risks specific to each CGU, taking into consideration the time value of money and individual risks of the underlying assets that have not been incorporated in the cash flow estimates. The discount rate calculation is based on the market assessment of the weighted average cost of capital derived from observable inputs at the valuation date.

**12 Goodwill (continued)**

**(b) Key assumptions (continued)**

The following inputs represent key assumptions for each CGU in 2023:

CGU:	Valuation discount rate	Breakeven discount rate	Valuation revenue growth rate	Breakeven revenue growth rate	Breakeven terminal value growth rate
Energy	12.9%	35.5%	0.8%	(8.9%)	(52.3%)
CSC Commodities UK Limited	12.9%	16.7%	3.2%	1.0%	(2.1%)
Agriculture	12.9%	43.2%	2.4%	(10.2%)	(157.2%)
Volatility Performance Fund S.A	9.7%	4.9%	3.2%	8.7%	5.8%
Rosenthal Collins Group	11.1%	150.8%	1.2%	0.2%	n.m. <sup>1</sup>
Volcap Trading Partners Limited	12.9%	42.2%	3.2%	(11.6%)	(132.3%)
X-Change Financial Access LLC	11.0%	17.6%	2.0%	(0.5%)	(4.9%)
Recycled Metals	12.9%	14.1%	3.2%	3.4%	0.7%
ProTrader	13.0%	345.5%	1.8%	(3.1%)	n.m. <sup>1</sup>
Marex Spectron Europe Limited	9.0%	19.8%	3.2%	2.5%	(15.5%)
Arfinco S.A.	9.7%	12.0%	2.4%	1.3%	(0.1%)
OTCex SA Group	10.3%	11.4%	3.2%	3.1%	1.0%
Cowen's Prime Services and Outsourced Trading Business	10.5%	19.8%	3.3%	0.9%	(11.0%)

<sup>1</sup> not meaningful

The other assumption for the VIU calculation is that total direct costs are expected to grow by 3.2% over the 5 year projected period for all CGUs, with the exception of Cowen's Prime Services and Outsourced Trading Business and OTCex SA Group, where total direct costs are expected to grow by only 1.1% and 2.2%, respectively; driven by inflation in the near term.

The following inputs represent key assumptions for each CGU in 2022:

CGU:	Valuation discount rate	Breakeven discount rate	Valuation revenue growth rate	Breakeven revenue growth rate	Breakeven terminal value growth rate
Energy <sup>2</sup>	14.6%	n.m.	0.8%	n.m.	n.m.
CSC Commodities UK Limited	14.5%	24.6%	4.7%	(1.5)%	(12.0)%
Agriculture	14.5%	49.3%	2.4%	(14.3)%	(1115.5)%
Volatility Performance Fund S.A.	9.9%	13.4%	5.0%	2.9%	(3.3)%
Rosenthal Collins Group ('RCG')	11.1%	15.3%	4.0%	1.8%	(2.6)%
Volcap Trading Partners Limited	14.5%	31.6%	3.2%	(6.3)%	(30.5)%
X-Change Financial Access LLC	11.6%	34.5%	2.0%	(2.7)%	(34.0)%
Recycled Metals	14.5%	35.7%	2.7%	(7.0)%	(49.4)%
ProTrader	14.3%	27.1%	7.9%	3.8%	(18.4)%
Marex Spectron Europe Limited	11.6%	13.4%	6.0%	5.0%	(0.2)%
Arfinco S.A.	13.9%	26.7%	3.2%	(9.4)%	(14.1)%

The impact on future cash flows resulting from falling growth rates does not reflect any management actions that would be taken.

<sup>2</sup> In 2022 an impairment charge of \$53.9m was recognised in relation to the Energy CGU. As a result the breakeven rates have not been considered relevant and therefore have not been disclosed.

**13 Intangible assets**

	Customer Relationships <sup>1</sup> \$m	Brands \$m	Software \$m	Total \$m
<b>Cost</b>				
<b>At 1 January 2022</b>	14.3	0.9	19.4	34.6
Additions on acquisitions	3.2	0.1	1.1	4.4
Additions	—	—	5.8	5.8
Disposals	—	(0.7)	—	(0.7)
<b>At 31 December 2022</b>	17.5	0.3	26.3	44.1
Additions on acquisitions	32.1	1.8	0.2	34.1
Additions	—	—	3.1	3.1
Disposals	—	—	(0.1)	(0.1)
<b>At 31 December 2023</b>	<u>49.6</u>	<u>2.1</u>	<u>29.5</u>	<u>81.2</u>
<b>Impairment losses and amortisation</b>				
<b>At 1 January 2022</b>	1.7	0.1	11.3	13.1
Amortisation charge	1.6	0.1	3.8	5.5
Disposals	—	(0.1)	—	(0.1)
<b>At 31 December 2022</b>	3.3	0.1	15.1	18.5
Amortisation charge	2.1	—	4.6	6.7
<b>At 31 December 2023</b>	<u>5.4</u>	<u>0.1</u>	<u>19.7</u>	<u>25.2</u>
<b>Net book value</b>				
<b>At 31 December 2023</b>	<u>44.2</u>	<u>2.0</u>	<u>9.8</u>	<u>56.0</u>
<b>At 31 December 2022</b>	<u>14.2</u>	<u>0.2</u>	<u>11.2</u>	<u>25.6</u>

1. Customer relationships, with a net book value of \$44.2m (2022: \$14.2m), mainly relate to the acquisitions of RCG \$2.0m (2022: \$2.4m), Volcap \$4.2m (2022: \$4.8m), XFA \$3.5m (2022: \$4.0m), Eagle Commodities \$5.2m (2022: \$nil), Cowen's Prime Service and Outsourced Trading Business \$24.4m (2022: \$nil) and GMN \$2.6m (2022: \$nil). The remaining amortisation periods are 5.25 years for RCG, 7.75 years for Volcap, 7 years for XFA, 9.4 years for Eagle, 10 years for Cowen's Prime Service and Outsourced Trading Business and 9.4 years for GMN.

## 14 Property, plant and equipment

	Leasehold improvements \$m	Computer equipment & other hardware \$m	Furniture, fixtures and fittings \$m	Total \$m
<b>Cost</b>				
<b>At 1 January 2022</b>	7.5	22.3	4.6	34.4
Additions on acquisitions	5.3	0.6	1.2	7.1
Additions	1.1	2.2	0.3	3.6
<b>At 31 December 2022</b>	<u>13.9</u>	<u>25.1</u>	<u>6.1</u>	<u>45.1</u>
Additions on acquisitions	0.5	0.2	0.6	1.3
Additions	3.7	3.5	1.8	9.0
<b>At 31 December 2023</b>	<u><u>18.1</u></u>	<u><u>28.8</u></u>	<u><u>8.5</u></u>	<u><u>55.4</u></u>
<b>Depreciation</b>				
<b>At 1 January 2022</b>	6.3	20.2	4.0	30.5
Charge for the year	0.5	2.1	0.2	2.8
<b>At 31 December 2022</b>	<u>6.8</u>	<u>22.3</u>	<u>4.2</u>	<u>33.3</u>
Charge for the year	1.5	2.4	1.6	5.5
<b>At 31 December 2023</b>	<u><u>8.3</u></u>	<u><u>24.7</u></u>	<u><u>5.8</u></u>	<u><u>38.8</u></u>
<b>Net book value</b>				
<b>At 31 December 2023</b>	<u><u>9.8</u></u>	<u><u>4.1</u></u>	<u><u>2.7</u></u>	<u><u>16.6</u></u>
<b>At 31 December 2022</b>	<u><u>7.1</u></u>	<u><u>2.8</u></u>	<u><u>1.9</u></u>	<u><u>11.8</u></u>

Property, plant and equipment is measured at cost less accumulated depreciation and impairment. Depreciation of property, plant and equipment begins when they are available for use (i.e. when they are in the location and condition necessary for them to be capable of operating in the manner intended by management). Depreciation is calculated on a straight-line basis over an asset's estimated useful life. The estimated useful economic lives of the Group's property, plant and equipment are:

Leasehold improvements	over the remaining length of the lease or 5 years straight-line, where appropriate
Computer equipment & other hardware	2 to 5 years straight-line
Furniture, fixtures and fittings	2 to 5 years straight-line

## 15 Investments

	2023 \$m	2022 \$m
<b>Cost</b>		
At 1 January	16.4	8.9
Additions	0.2	8.1
Revaluation of investments held at FVTOCI	—	(0.6)
Change in value of investments held at FVTPL	(0.4)	—
<b>At 31 December</b>	<u>16.2</u>	<u>16.4</u>
Listed investments	10.7	10.5
Unlisted investments	5.5	5.9
<b>At 31 December</b>	<u><u>16.2</u></u>	<u><u>16.4</u></u>



## 15 Investments (continued)

Investments comprise shares and seats held in clearing houses which are deemed relevant to the Group's trading activities and are classified as FVTOCI financial assets and recorded at fair value, with changes in fair value reported in equity within the revaluation reserve. The fair value for these investments are based on valuations as disclosed in note 32.

## 16 Investment in an associate

During 2023 the Group redeemed its investment in Cambridge Machines Gemini Fund Limited (the 'Fund'). The Fund assesses investment opportunities in the global futures markets using Bayesian statistical methods. The Fund was incorporated in the Isle of Man and is a private entity that is not listed on any public exchanges. The Group's interest in the Fund was accounted for using the equity method and was not consolidated as the Group did not have control over the Fund because the shares the Group held did not have voting rights. The following table illustrates the summarised financial information of the Group's investment in the Fund:

	2023 \$m	2022 \$m
At 1 January	5.6	5.9
Profit / (loss) recognised in income statement	0.8	(0.3)
Proceeds from redemption of shares	(6.4)	—
<b>At 31 December</b>	<b>—</b>	<b>5.6</b>
	<b>Share of net assets \$m</b>	<b>Share of net assets \$m</b>
Current assets	—	10.4
Current liabilities	—	(0.3)
<b>Equity</b>	<b>—</b>	<b>10.1</b>
Share in equity	—%	55.8%
<b>Carrying amount of the investment</b>	<b>—</b>	<b>5.6</b>

## 17 Business combinations

### (a) Acquisition of OTCex SA Group companies

On 1 February 2023, the Group acquired 100% of the share capital of the entities engaged in voice brokerage within OTCex SA Group companies (HPC SA, OTCex Hong Kong, OTCex LLC). The acquisition of the three companies was accounted for as a single acquisition under IFRS 3. The acquisition expanded the capabilities and geographical reach of the capital markets business.

	FX rate	2023 \$m
Cash consideration (€54,800,000)	1.0864 €/€	59.6
Contingent consideration		3.7
<b>Total consideration</b>		<b>63.3</b>
<b>Fair value of identifiable net assets:</b>		
Property, plant and equipment		1.3
Intangible assets		1.7
Right-of-use assets		6.3
Cash and cash equivalents		29.8
Trade and other receivables		70.2
Trade and other payables		(51.7)
Lease liabilities		(6.3)
Taxes		(0.3)
Deferred tax liability		(0.2)
<b>Total fair value of identifiable assets and liabilities</b>		<b>50.8</b>
<b>Goodwill</b>		<b>12.5</b>

#### **Intangible assets**

Intangible assets acquired as part of the transaction consists of the HPC (\$1.0m) and OTCex (\$0.7m) brands.

#### **Trade and other receivables**

Trade and other receivables consist of trade receivables of \$58.9m and other debtors of \$11.3m. The fair value of trade receivables approximates to their book value. Gross contractual amounts of trade receivables are \$58.9m.

#### **Contribution to the Group's results**

OTCex contributed \$139.6m revenue and a profit before tax of \$0.3m to the Group's results for the period between the date of acquisition and the reporting date. If the acquisition of OTCex had been completed on the first day of the financial year, Group revenue for the year would have increased by \$151.2m and Group profit before tax would have increased by \$0.1m.

#### **Consideration**

The consideration paid is split between the net asset value of the acquisition balance sheets of the entities being purchased of \$48.9m (€45.0m), a premium \$10.7m (€9.8m) and contingent consideration. As the contingent consideration is calculated as a specific percentage of earnings of the acquired business for the four-year period following the acquisition date, it is not possible to estimate a range as the contingent consideration is based upon earnings which could be uncapped as the earnings of the business are not capped. The fair value of the contingent consideration was \$5.0m (€4.6m) at the acquisition date. This represented the Group's estimate of the present value of the cash outflows and based on the best estimate of the profit levels of the acquired business after combination. At year end,

## 17 Business combinations (continued)

### (a) Acquisition of OTCex SA Group companies (continued)

#### Consideration (continued)

the deferred contingent consideration credit was revalued downwards by \$1.3m (€1.2m) to \$3.7m (€3.4m) as a result of the post acquisition performance of the acquired entities not meeting the required hurdle rate in the first year. This reduction in the contingent consideration liability has been recognised as a reduction in the value of goodwill associated with the transaction.

#### Acquisition-related costs

Acquisition-related costs (included in other expenses) amounted to \$0.6m.

#### Goodwill

The goodwill recognised on acquisition relates to expected growth and revenue synergies with the Group's existing product and services offerings. The total amount of goodwill that is expected to be deductible for tax purposes is \$1.8m.

### (b) Acquisition of Global Metals Network Limited

On 1 July 2023, the Group acquired all of the share capital in Global Metals Network Limited ('GMN') from two private individuals for the consideration noted below. GMN is a recycled metals market maker and was purchased to augment the Group's current recycled metals strategy and to support our clients as they transition towards a low carbon economy.

	2023 \$m
Cash consideration	3.4
<b>Total consideration</b>	<b>3.4</b>
<b>Fair value of identifiable net assets:</b>	
Cash and cash equivalents	1.9
Trade and other receivables	2.3
Intangible assets	2.6
Deferred tax liability	(0.4)
Trade and other payables	(3.4)
<b>Total fair value of identifiable assets and liabilities</b>	<b>3.0</b>
Goodwill	0.4

#### Trade and other receivables

The fair value of trade receivables approximates to their book value.

#### Intangible assets

The customer list intangible assets relates to new customer relationships introduced to the Group. In addition to the new customers, the purchase brings in a well-known market maker with knowledge and expertise in the global recycled metals market.

#### Trade and other payables

The trade and other payables relate to trade creditors and accrued expenses.

## 17 Business combinations (continued)

### (b) Acquisition of Global Metals Network Limited (continued)

#### Contribution to the Group's results

GMN contributed \$1.4m revenue and a loss before tax of \$(0.5)m to the Group's results for the period between the date of acquisition and the reporting date. If the acquisition of the business and assets had been completed on the first day of the financial year, Group revenue for the year would have increased by \$2.5m and Group profit before tax would have decreased by \$0.7m. GMN incurred costs of \$0.3m as a result of the acquisition during the period ended 31 December 2023.

### (c) Acquisition of Eagle Energy Brokers LLC

On 1 August 2023, the Group acquired all of the share capital in Eagle Energy Brokers LLC (which owns 100% of the share capital of Eagle Commodities Limited) from two private owners. Eagle Energy Brokers LLC ('Eagle') was purchased to augment the existing OTC energy business.

	2023 \$m
Cash consideration	10.7
<b>Total consideration</b>	<b>10.7</b>
<b>Fair value of identifiable net assets:</b>	
Intangible assets	5.2
Cash and cash equivalents	1.1
Trade and other receivables	2.0
Trade and other payables	(1.5)
Deferred tax liability	(1.4)
<b>Total fair value of identifiable assets and liabilities</b>	<b>5.4</b>
<b>Goodwill</b>	<b>5.3</b>

#### Trade and other receivables

The fair value of trade receivables approximates to their book value. Gross contractual amounts of trade receivables are \$2.0m.

#### Intangible assets

The customer list Intangible assets acquired consists of over 150 clients ranging from oil majors, trading houses, banks and hedge funds between the commodities and environmental businesses leading to significant ongoing revenue streams. The Group expects to benefit significantly from the acquisition of these new customer relationships while seeking synergies with other parts of the Group's business.

#### Contribution to the Group's results

Eagle contributed \$5.8m revenue and a profit before tax of \$0.8m to the Group's results for the period between the date of acquisition and the reporting date. If the acquisition of the entity had been completed on the first day of the financial year, Group revenue for the year would have increased by \$12.1m and Group profit before tax would have decreased by \$0.1m.

#### Goodwill

The goodwill recognised on acquisition related to expected growth and revenue synergies with the Group's existing product and services offerings.

## 17 Business combinations (continued)

### (d) Acquisition of Cowen

On 1 December 2023, the Group acquired the business and entities related to Cowen's prime services and outsourced trading business ("Cowen") from Toronto-Dominion Bank. The transaction was structured as an acquisition of trading assets in Hong Kong and the US, and all of the issued share capital of Cowen International Limited being purchased by the Company and subsidiaries of the Company. The Group acquired this business to augment the capital markets business line, adding a significant number of new clients, but increasing its client offering to prime services.

Cash consideration	<u>\$m</u> 106.3
Consideration receivable Toronto-Dominion	(14.1)
<b>Total consideration</b>	<u>92.2</u>
<b>Fair value of identifiable net assets:</b>	
Intangible assets	24.4
Trade and other receivables	800.7
Derivative instruments - asset	14.0
Cash and cash equivalents	56.6
Trade and other payables	(790.1)
Derivative instruments - liability	(14.0)
<b>Total fair value of identifiable assets and liabilities</b>	<u>91.6</u>
<b>Goodwill</b>	<u>0.6</u>

#### **Receivables**

Trade and other receivables represent cash amounts due from brokers and customers. The book value of amounts receivable from brokers and customers approximates fair value and is the best estimate of the contractual cash flows to be collected.

#### **Contribution to the Group's results**

The business and the assets acquired from Cowen contributed \$6.2m to Group revenue and \$1.2m of profit before tax for the period between the date of acquisition and the reporting date. If the acquisition of the business and assets had been completed on the first day of the financial year, the Group's revenue for the year would have increased by \$112.9m and the profit before tax would have increased by \$8.0m.

#### **Acquisition-related costs**

Costs directly related to the acquisition (included in other expenses) consists mainly of legal expenses totalling \$1.1m.

#### **Provisional accounting**

The Group's preliminary estimates of the fair values of the assets acquired, liabilities assumed and contingent consideration are based on information that was available at the date of the acquisition and the Group is continuing to evaluate the underlying inputs and assumptions used in its valuations. Accordingly, these preliminary estimates are subject to change during the measurement period, which is up to one year from the date of acquisition.

## 17 Business combinations (continued)

### (d) Acquisition of Cowen (continued)

#### Provisional accounting (continued)

The preliminary consideration for the acquisition consisted of the fixed premium of \$25.0m and the net asset value of \$81.3m totalling \$106.3m. The net asset value was based upon the closing balance sheet dated 31 October 2023, for a transaction that completed on 1 December 2023 and as such the Group took purchased additional assets of \$2.4m owing to increases in balances due from customers, in the normal course of business during November 2023, for which additional consideration is required to be paid to Toronto-Dominion.

As per the share and asset sale and purchase agreement, the legal mechanism to true up to the final net asset value is that 120 days after the completion date (31 March 2024) both the buyer and seller agree on a completion balance sheet as at 1 December 2023 detailing the assets and liabilities that were purchased as a part of the acquisition.

As a part of this exercise, a balance of \$16.5m of amounts due from customers, has been noted as having been overstated from the opening net asset value. As per the share and asset sale and purchase agreement, the shortfall will be recorded as a receivable from Toronto-Dominion Bank. The net receivable from Toronto-Dominion taking both factors above into consideration is therefore estimated to be \$14.1m.

### (e) Acquisition of ED&F Man Capital Markets Hong Kong Limited

On 8 February 2023, the Group acquired all of the issued share capital of ED&F Man Capital Markets Hong Kong Limited for the consideration noted below.

	2023 \$m
Cash consideration	1.9
<b>Total consideration</b>	<b>1.9</b>
<b>Fair value of identifiable net assets:</b>	
Right-of-use asset	0.6
Cash and cash equivalents	2.2
Trade and other receivables	0.1
Trade and other payables	(0.2)
Lease liabilities	(0.5)
<b>Total fair value of identifiable assets and liabilities</b>	<b>2.2</b>
<b>Bargain purchase gain</b>	<b>0.3</b>

#### Trade and other receivables

The fair value of trade and other receivables approximates to their book value.

#### Acquisition-related costs

Acquisition-related costs (included in other expenses) amount to \$0.1m.

#### Bargain purchase gain

A bargain purchase gain of \$0.3m was recognised as a result of the acquisition. The transaction resulted in a gain due to the discount applied to the purchase and adjustment; the gain has been recognised within the Group's income statement. The transaction resulted in a gain due to the desire of

## 17 Business combinations (continued)

### (e) Acquisition of ED&F Man Capital Markets Hong Kong Limited (continued)

#### *Bargain purchase gain (continued)*

the seller to exit the capital markets business segment and raise capital to meet financial obligations. The lack of other companies that could acquire the business allowed Marex to obtain an acquisition price that was at a material discount to the tangible net asset value of the acquired businesses.

#### *Acquisitions in 2022*

### (f) Acquisition of Arfinco SA

On 1 February 2022, the Group acquired all of the issued share capital of Arfinco SA ('Arfinco') for \$3.3m. Arfinco has developed a broad offering in trade execution services for commodities futures and options.

	FX rate	2022 \$m
Cash consideration (€2,929,000)	1.1271 €/€	3.3
<b>Total consideration</b>		<u>3.3</u>
<b>Fair value of identifiable net assets:</b>		
Intangible assets		2.0
Other assets		0.8
Cash and cash equivalents		0.6
Trade and other receivables		0.4
Trade and other payables		(0.5)
Deferred tax liability		(0.5)
<b>Total fair value of identifiable assets and liabilities</b>		<u>2.8</u>
<b>Goodwill</b>		<u>0.5</u>

#### *Identifiable net assets*

On 1 February 2022, the valuation of the customer relationships of Arfinco was \$1.9m and the valuation of the Arfinco brand was \$61,000. These were calculated by an independent valuation specialist. They were both calculated using the excess earnings method.

#### *Trade and other receivables*

The fair value of the receivables approximates to their book value.

#### *Acquisition-related costs*

Acquisition-related costs (included in other expenses) amounted to \$0.2m.

#### *Contribution to the Group's results*

Arfinco contributed \$1.6m revenue and \$2.0m to the Group's results for the period between the date of acquisition and the reporting date. If the acquisition of the business and assets had been completed on the first day of the financial year, the Group's revenue for the year would have increased by \$0.2m and the Group's profit would have increased by \$13,000.

## 17 Business combinations (continued)

### (f) Acquisition of Arfinco SA (continued)

#### Goodwill

The goodwill recognised on acquisition related to expected growth and revenue synergies with the Group's existing offering in trade execution services for commodities futures and options and the valuation of Arfinco's workforce which cannot be separately recognised as an intangible asset.

### (g) Acquisition of the business and selected assets of ED&F Man Capital Markets Limited

In August 2022, the Group signed a share and asset purchase agreement to acquire certain businesses of ED&F Man Capital Markets. Each acquisition was completed on different dates as approvals from competency regulatory bodies in different jurisdictions were obtained.

On 1 October 2022, the Group acquired the business clients (clearing, metals, FF&O and FX), certain staff and selected assets of ED&F Man Capital Markets Limited, which is a limited liability company incorporated in England and Wales. This acquisition qualified as a business combination under IFRS 3.

	2022 \$m
Cash consideration	43.9
<b>Total consideration</b>	<b>43.9</b>
<b>Fair value of identifiable net assets:</b>	
Tangible fixed assets	0.3
Right-of-use assets	0.1
Cash and cash equivalents	149.9
Trade and other receivables	4.2
Prepayments and accrued income	3.9
Other debtors	8.4
Margins with brokers, exchanges and clearing houses	115.4
Receivable secured on default funds	60.0
Lease liabilities	(0.1)
Margins due to brokers, exchanges and clearing houses	(2.5)
Trade and other payables	(283.6)
<b>Total fair value of identifiable assets and liabilities</b>	<b>56.0</b>
<b>Bargain purchase gain</b>	<b>12.1</b>

#### Trade and other receivables and margins with brokers, exchanges and clearing houses

The fair value of the receivables approximates to their book value. The gross contractual amounts of trade receivables are \$4.4m. The best estimate at the acquisition date of the contractual cash flows not expected to be collected is \$0.2m. For Margins with brokers, exchanges and clearing houses, the best estimate at the acquisition date of the contractual cash flows the Group expects to receive back is the same as the gross contractual amount.

#### Acquisition-related costs

Acquisition-related costs amounted to \$3.8m.



## 17 Business combinations (continued)

### (g) Acquisition of the business and selected assets of ED&F Man Capital Markets Limited (continued)

#### Contribution to the Group's results

The business and assets acquired from ED&F Man Capital Markets Limited contributed \$33.1m revenue and \$12.8m to the Group's results for the period between the date of acquisition and the reporting date. If the acquisition of the business and assets had been completed on the first day of the financial year, the Group's revenue for the year would have increased by \$84.5m and Group profit would have increased by \$3.4m.

#### Bargain purchase gain

A bargain purchase gain of \$12.1m was recognised as a result of the acquisition. The transaction resulted in a gain due to the discount applied of \$12.1m to the tangible net assets acquired and has been recognised within the Group's consolidated income statement. The transaction resulted in a gain due to the desire of the seller to exit the capital markets business segment and raise capital to meet financial obligations. The lack of other companies that could acquire the business allowed Marex to obtain an acquisition price that was at a material discount to the tangible net asset value of the acquired businesses.

### (h) Acquisition of ED&F Man Capital Markets Australia Pty Ltd

On 11 November 2022, the Group acquired all of the issued share capital of ED&F Man Capital Markets Australia Pty Ltd (renamed Marex Australia Pty Ltd) for \$1.4m. Marex Australia Pty Ltd is a limited liability company incorporated in Australia, and operates as a broker and executes commodity futures, financial futures and other fixed income securities transactions for the accounts of its customers on a give-up basis.

	2022 \$m
Cash consideration	1.4
<b>Total consideration</b>	<b>1.4</b>
<b>Fair value of identifiable net assets:</b>	
Tangible fixed assets	0.2
Right-of-use assets	0.3
Cash and cash equivalents	1.5
Trade and other receivables	0.5
Trade and other payables	(0.8)
Lease liabilities	(0.3)
<b>Total fair value of identifiable assets and liabilities</b>	<b>1.4</b>

#### Receivables

The fair value of the receivables approximates to their book value. The gross contractual amount of trade receivables is \$0.5m. The best estimate at the acquisition date of contractual cash flows not expected to be collected is \$10,000.

#### Acquisition-related costs

No acquisition-related costs were incurred to this acquisition given the size of the acquired entity.

**17 Business combinations (continued)****(h) Acquisition of ED&F Man Capital Markets Australia Pty Ltd (continued)****Contribution to the Group's results**

Marex Australia Pty Ltd contributed \$0.4m revenue and \$(0.5)m of loss to the Group's results for the period between the date of acquisition and the reporting date. If the acquisition of Marex Australia Pty Ltd had been completed on the first day of the financial year, the Group's revenue for the year would have been \$2.0m more and Group profit would have been \$4.3m less.

**(i) Acquisition of ED&F Man Capital Markets Holdings Limited and ED&F Man Capital Markets US Holdings Inc**

On 1 December 2022, the Group acquired the entire share capital of ED&F Man Capital Markets US Holdings Inc. (renamed Marex US Holdings Inc) together with its subsidiaries. Marex US Holdings Inc. is a company incorporated in the United States. On 1 December 2022, the Group acquired the entire share capital of ED&F Man Capital Markets Holdings Limited (renamed Marex Holdings Limited) together with its subsidiaries. Marex Holdings Limited is a limited liability company incorporated in Bermuda. These entities were acquired for a consideration of \$183.0m. The ED&F Man Capital Markets acquisition enhances Marex's client offering and capabilities to serve clients. The acquisition creates a leading franchise in the US.

	2022 \$m
Cash consideration	183.0
<b>Total consideration</b>	<b>183.0</b>
<b>Fair value of identifiable net assets:</b>	
Tangible fixed assets	6.4
Right-of-use-assets	15.1
Intangible assets	2.4
Cash and cash equivalents	44.7
Trade receivables	2,178.8
Margins with brokers, exchanges and clearing houses	3,341.4
Investments	7.9
Prepayments and accrued income	7.1
Marketable securities	702.3
Derivative financial instruments	15.4
Securities purchased under agreements to resell	8,420.7
Other debtors	86.0
Deferred tax asset	5.0
Trade and other payables	(4,360.0)
Lease liabilities	(15.1)
External loans	(198.6)
Other creditors	(1,582.0)
Derivative financial instruments	(15.4)
Securities sold under agreements to repurchase	(8,420.8)
<b>Total fair value of identifiable assets and liabilities</b>	<b>241.3</b>
<b>Bargain purchase gain</b>	<b>58.3</b>

**17 Business combinations (continued)**

**(i) Acquisition of ED&F Man Capital Markets Holdings Limited and ED&F Man Capital Markets US Holdings Inc (continued)**

***Trade receivables and margins with brokers, exchanges and clearing houses***

The fair value of the receivables approximates to their book value. The gross contractual amounts of trade receivables are \$2,179.3m. The best estimate at the acquisition date of the contractual cash flows not expected to be collected is \$0.5m. For Margins with brokers, exchanges and clearing houses, the best estimate at the acquisition date of the contractual cash flows the Group expects to receive back is the same as the gross contractual amount.

***Acquisition-related costs***

Acquisition-related costs amount to \$2.4m.

***Contribution to the Group's results***

The acquired entities contributed \$78.4m revenue and \$3.0m to the Group's results for the period between the date of acquisition and the reporting date. If the acquisition had been completed on the first day of the financial year, the Group's revenue for the year would have increased by \$505.6m and the Group's profit would have increased by \$25.8m.

***Bargain purchase gain***

A bargain purchase gain of \$58.3m was recognised as a result of the acquisitions. The transaction resulted in a gain due to the discount applied to the purchase, an adjustment required by IFRS 3; the gain has been recognised in the Group's consolidated income statement. The transaction resulted in a gain due to the desire of the seller to exit the capital markets business segment and raise capital to meet financial obligations. The lack of other companies that could acquire the business allowed Marex to obtain an acquisition price that was at a material discount to the tangible net asset value of the acquired businesses.

## 17 Business combinations (continued)

### *(j) Acquisition of ED&F Man Capital Markets MENA Limited*

On 1 December 2022, the Group acquired all of the issued share capital of ED&F Man Capital Markets MENA Limited (renamed Marex MENA Limited) for \$5.3m. Marex MENA Limited is a limited liability company incorporated in the Dubai International Financial Centre and is engaged in advising on financial products, dealing in investments as principal, dealing in investments as agent and arranging deals in investments.

	2022 \$m
Cash consideration	5.3
<b>Total consideration</b>	<b>5.3</b>
<b>Fair value of identifiable net assets:</b>	
Tangible fixed assets	0.2
Right-of-use assets	0.2
Cash and cash equivalents	3.5
Trade receivables	1.4
Prepayments and accrued income	2.8
Other debtors	0.1
Due from exchanges, clearing houses and other counterparties	1.2
Trade and other payables	(2.6)
Lease liabilities	(0.3)
<b>Total fair value of identifiable assets and liabilities</b>	<b>6.5</b>
<b>Bargain purchase gain</b>	<b>1.2</b>

#### ***Trade receivables and margins with brokers, exchanges and clearing houses***

The fair value of the trade receivables approximates to their book value. The gross contractual amounts of trade receivables are \$1.5m. The best estimate at the acquisition date of the contractual cash flows not expected to be collected is \$0.1m.

#### ***Acquisition-related costs***

No acquisition-related costs were incurred in this acquisition given the size of the acquired entity.

#### ***Contribution to the Group's results***

Marex MENA Limited contributed \$3.7m revenue and \$0.3m to the Group's results for the period between the date of acquisition and the reporting date. If the acquisition of Marex MENA Limited had been completed on the first day of the financial year, the Group's revenue for the year would have increased by \$15.1m and the Group's profit would have increased by \$1.9m.

#### ***Bargain purchase gain***

A bargain purchase gain of \$1.2m was recognised as a result of the acquisition of Marex MENA Limited, and this has been recognised in the Group's consolidated income statement. The transaction resulted in a gain due to the discount applied to the purchase totalling \$1.2m. The transaction resulted in a gain due to the desire of the seller to exit the capital markets business segment and raise capital to meet financial obligations. The lack of other companies that could acquire the business allowed Marex to obtain an acquisition price that was at a material discount to the tangible net asset value of the acquired businesses.

## 18 Treasury instruments—unpledged and pledged

### (a) Unpledged

As at 31 December 2023, the Group held \$619.3m US Treasuries which were unpledged (2022: \$247.6m). These US Treasuries will fully mature by 30 June 2027.

### (b) Pledged as collateral

Treasury instruments pledged as collateral comprise US Treasuries and agency bonds which will fully mature by 30 June 2027. At year end, the Group has pledged \$2,363.0m (2022: \$2,472.1m) US Treasuries to counterparties as collateral for securities purchased under agreements to resell, and securities segregated under Federal and other regulations. Financial instruments which have been pledged in this way are held under certain terms and conditions set out in specific agreements with each counterparty. In these agreements it is generally stated that whilst the US Treasury is pledged at the counterparty the Group cannot:

- sell or transfer the financial instrument; or
- have any third party rights associated with the financial instrument whereby it can be used as security towards any further financing activities.

	2023 \$m	2022 \$m
Treasury instruments (non-current)	300.4	133.5
Treasury Instruments (current)	2,062.6	2,338.6
	<u>2,363.0</u>	<u>2,472.1</u>

### (c) Unpledged and pledged non-current/current analysis

	2023 \$m	2022 \$m
Treasury instruments (non-current)	361.2	133.5
Treasury instruments (current)	2,621.1	2,586.2
	<u>2,982.3</u>	<u>2,719.7</u>

### (d) Repurchase agreements

	2023 \$m	2022 \$m
Reverse repurchase agreements	3,199.8	4,346.0
Repurchase agreements	(3,118.9)	(4,381.4)

As at 31 December 2023, reverse repurchase agreements and repurchase agreements were carried out at average interest rates of 5.38% and 5.42% respectively. The allowance for credit losses on reverse repurchase agreements was \$nil at 31 December 2023 (2022: \$nil).

## 19 Inventory

	2023 \$m	2022 \$m
Cryptocurrency - Trading	121.0	1.5
Carbon emission certificates - Trading	23.5	26.0
Recyclable scrap metals	18.9	8.3
Total inventories at fair value less cost to sell	<u>163.4</u>	<u>35.8</u>

## 19 Inventory (continued)

The Group economically hedges its exposure to cryptocurrencies and hence the Group's net exposure to market risk has not been material to our operations for the periods presented. As at 31 December 2023, the Group's overall net market risk exposure to cryptocurrencies was \$1.8m (2022: \$0.4m). The fair values of cryptocurrencies held as assets are determined based on quoted market prices and are classified as a level 1 valuation.

Emissions inventory are certificates which are held to trade, the fair value for which is based on quoted market prices. Recyclable scrap metals are those where the Group has title over and is in transit from the supplier to the customer. The vast majority of recyclable scrap metals consist of non-ferrous and comprise various grades of copper (including brass), aluminium and lead.

All inventories are held at fair value less cost to sell. The fair value movements charged to profit and loss are as follows:

	2023 Cost \$m	2023 Fair value movement \$m	2023 Inventory \$m
<b>Fair value movement of Inventory</b>			
Ethereum, USD Coin and other cryptocurrencies	114.1	6.9	121.0
EUA emissions	26.9	(3.4)	23.5
Recyclable scrap metals	18.4	0.5	18.9
	<u>159.4</u>	<u>4.0</u>	<u>163.4</u>
	2022 Cost \$m	2022 Fair value movement \$m	2022 Inventory \$m
<b>Fair value movement of Inventory</b>			
Ethereum, USD Coin and other cryptocurrencies	5.8	(4.3)	1.5
EUA emissions	24.6	1.4	26.0
Recyclable scrap metals	8.3	—	8.3
	<u>38.7</u>	<u>(2.9)</u>	<u>35.8</u>

## 20 Trade and other receivables

	2023 \$m	2022 \$m
Amounts due from exchanges, clearing houses and other counterparties	3,459.6	4,046.7
Trade debtors	823.8	141.1
Default funds and deposits	273.2	352.7
Loans receivable	8.0	18.2
Other tax and social security taxes	10.8	7.3
Other debtors	194.2	103.5
Prepayments	20.2	15.7
	<u>4,789.8</u>	<u>4,685.2</u>

Included in the amounts due from exchanges, clearing houses and other counterparties are segregated balances of \$1,699.5m (2022: \$2,474.3m) and non-segregated balances of \$1,760.1m (2022: \$1,572.4m).

Other debtors includes amounts related to sign-on bonuses of \$39.5m (2022: \$22.2m).

**20 Trade and other receivables (continued)**

The Group recognises lifetime ECL allowance for trade debtors of \$1.1m and \$0.4m as at 31 December 2023 and 2022, respectively, using a provision matrix under the simplified approach. Further to this, the Group has recorded within amounts due from exchanges, clearing houses and other counterparties, an ECL allowance of \$19.6m and \$13.9m, as at 31 December 2023 and 2022, respectively, based on individual assessment, to reflect the credit losses associated with certain counterparties. The Directors consider that the carrying amounts of trade and other receivables are not materially different to their fair value.

**(a) Ageing of trade debtors**

The provision matrix for trade debtors is as follows:

<b>31 December 2023</b>	<b>Current</b>	<b>Less than 30 days</b>	<b>31 to 60 days</b>	<b>61 to 90 days</b>	<b>91 to 120 days</b>	<b>More than 120 days</b>	<b>Total</b>
Expected credit loss rate	0.17%	0.17%	0.17%	0.17%	0.17%	0.17%	
Trade debtors \$m	660.5	120.6	22.7	5.2	3.1	10.6	822.7
Trade debtors lifetime ECL \$m	0.9	0.2	—	—	—	—	1.1

<b>31 December 2022</b>	<b>Current</b>	<b>Less than 30 days</b>	<b>31 to 60 days</b>	<b>61 to 90 days</b>	<b>91 to 120 days</b>	<b>More than 120 days</b>	<b>Total</b>
Expected credit loss rate	0.12%	0.12%	0.12%	0.12%	0.12%	2.02%	
Trade debtors \$m	68.8	52.4	4.3	2.4	3.2	10.4	141.5
Trade debtors lifetime ECL \$m	0.1	0.1	—	—	—	0.2	0.4

Below we present the ageing of the Group's other receivables different from trade receivables, excluding other tax and social security taxes and prepayments.

<b>31 December 2023</b>	<b>Current \$m</b>	<b>Less than 30 days \$m</b>	<b>31 to 60 days \$m</b>	<b>61 to 90 days \$m</b>	<b>91 to 120 days \$m</b>	<b>More than 120 days \$m</b>	<b>Total \$m</b>
Amounts due from exchanges, clearing houses and other counterparties	3,432.2	6.2	2.7	1.4	—	17.1	3,459.6
Default funds and deposits	273.2	—	—	—	—	—	273.2
Loans receivables	1.1	2.7	0.1	0.9	1.6	1.6	8.0
Other debtors	160.8	0.2	2.1	0.4	—	30.7	194.2
							<u>3,935.0</u>
Corresponding allowance for loan losses ECL							<u>19.6</u>

<b>31 December 2022</b>	<b>Current \$m</b>	<b>Less than 30 days \$m</b>	<b>31 to 60 days \$m</b>	<b>61 to 90 days \$m</b>	<b>91 to 120 days \$m</b>	<b>More than 120 days \$m</b>	<b>Total \$m</b>
Amounts due from exchanges, clearing houses and other counterparties	4,032.8	—	—	—	13.9	—	4,046.7
Default funds and deposits	352.7	—	—	—	—	—	352.7
Loans receivables	13.0	5.3	—	—	—	—	18.3
Other debtors	103.5	—	—	—	—	—	103.5
							<u>4,521.2</u>
Corresponding allowance for loan losses ECL							<u>13.9</u>

[Table of Contents](#)**20 Trade and other receivables (continued)****(b) Reconciliation of the movement in impairment allowance**

	2023 \$m	2022 \$m
At 1 January	14.3	5.8
Bad debts written off	(0.5)	(1.1)
Released to income statement	(2.0)	(0.9)
Charged to the income statement	9.1	10.5
<b>At 31 December</b>	<b>20.9</b>	<b>14.3</b>

The \$20.9m (2022: \$14.3m) in the table above also comprises \$0.2m (2022: \$nil) ECL for cash and cash equivalents.

**21 Borrowings****(a) Loans**

	2023 \$m	2022 \$m
Short-term borrowings	—	12.9
Long-term borrowings	—	135.8
<b>Total borrowings</b>	<b>—</b>	<b>148.7</b>

	2023 \$m	2022 \$m
At 1 January	148.7	—
Additions on acquisitions	—	198.6
Repayments	(148.7)	(59.9)
Additional draws	—	10.0
<b>Total borrowings</b>	<b>—</b>	<b>148.7</b>

**(b) Secured credit agreements**

The Group, through its regulated subsidiary, Marex Capital Markets Inc. ('MCMI') has a \$125.0m (2022: \$125.0m) uncommitted securities financing facility arranged by a leading financial institution. There was no outstanding borrowing as at 31 December 2023 (2022: \$8m).

In the ordinary course of its broker-dealer activities, MCMI has appointed The Bank of New York Mellon to act as its clearing agent ('Clearing Agent') for the purpose of clearing and settling transactions in securities maintained in the Federal Reserve/Treasury book entry system for receiving and delivering Federal Reserve Board (FRB) Securities ('MCMI Clearing Agreement'). Under the terms of the MCMI Clearing Agreement, the Clearing Agent may finance, on an overnight basis, failed deliveries of FRB securities and/or the position in FRB Securities collateralised on FRB Securities, subject to certain haircuts. There was no outstanding borrowing as at 31 December 2023 (2022: \$nil).

In 2022, MCMI had access to a \$85.0m five-year secured credit agreement with PGIM Private Capital, a division of PGIM Inc. The subsidiary repaid the loan and early termination costs in full during February 2023 (2022: \$85.5m outstanding).



## **21 Borrowings (continued)**

### ***(c) Subordinated facility***

The Group, through its subsidiary MCMI previously had a \$55.0m facility at 31 December 2022. The borrowing was subordinated to the claims of general creditors, was covered by agreements approved by FINRA (a US regulatory body), and was included by the subsidiary for the purposes of computing net capital under the SEC's Uniform Net Capital Rule. The borrowing was repaid in full and terminated during March 2023 (2022: \$55.0m)

### ***(d) Revolving credit facilities***

On 30 June 2023, the Group refinanced its syndicated revolving credit facility (RCF) on improved terms and conditions with HSBC Bank Plc. The new RCF is unsecured and committed up to \$150.0m (31 December 2022: \$120.0m) with a renewal date of 30 June 2026. As at 31 December 2023, the facility was undrawn (31 December 2022: previous facility was undrawn). The RCF contains certain financial and other covenants.

Interest on the amount utilised is calculated at a currency risk free rate plus a spread of 210 basis points plus a utilisation fee payable dependent on the percentage of utilisation. The maximum utilisation fee payable is 50 basis points. Interest on the unutilised portion is charged at a fixed percentage rate of 74 basis points (2022: 88 basis points).

The Group, through its regulated subsidiary, MCMI, has access to a \$100.0m 364-day (2022: \$160.0m) unsecured committed revolving credit facility arranged by a leading financial institution. This facility was renewed and reduced from \$160m to \$100m in May 2023. Interest on the amount utilised is calculated as the US prime rate less 25 basis points. There was no outstanding borrowing under this facility as at 31 December 2023 (2022: \$nil). The credit facility agreement contains certain financial and other covenants.

### ***(e) Uncommitted credit facilities***

In accordance with local regulatory requirements and to maintain additional access to liquidity in the local time-zone, through its regulated subsidiary, Marex Australia Pty Ltd ('MAPL'), the Group has access to an AUD 38.0m unsecured and uncommitted overdraft facility provided by a leading financial institution ('MAPL Facility'). The MAPL Facility contains customary provisions, undertakings and other covenants. There was no outstanding borrowing under this facility at 31 December 2023 (31 December 2022: \$nil).

## 22 Derivative instruments

Derivative assets and derivative liabilities comprise the following:

	2023 \$m	2022 \$m
<b>Financial assets</b>		
<i>Held for trading derivatives carried at fair value through profit and loss that are not designated in hedge accounting relationships:</i>		
Synthetic equity swap	177.1	125.3
Agriculture forward contracts	123.8	142.8
Agriculture option contracts	48.1	30.4
Energy forward contracts	63.3	35.9
Energy option contracts	5.5	0.6
Foreign currency forward contracts	143.3	66.6
Foreign currency option contracts	13.4	3.8
Precious metal forward contracts	0.1	0.9
Precious metal option contracts	—	0.1
Credit forward	2.8	0.8
Metals forward	11.5	9.7
Equity option	163.0	55.1
Equity forward	0.3	0.2
Crypto forward	0.1	—
Rates forward	11.8	5.1
Rates option	0.1	—
<i>Held for trading derivatives that are designated in hedge accounting relationships:</i>		
Foreign currency forward contracts	3.1	3.5
Interest rate swaps	23.8	—
Cross currency swaps	3.0	—
	<u>794.1</u>	<u>480.8</u>
<b>Financial liabilities</b>		
<i>Held for trading derivatives carried at fair value through profit and loss that are not designated in hedge accounting relationships:</i>		
Agriculture forward contracts	106.4	113.4
Agriculture option contracts	25.1	16.3
Energy forward contracts	49.1	18.8
Energy option contracts	7.8	0.2
Foreign currency forward contracts	89.0	52.3
Foreign currency option contracts	14.5	3.2
Precious metal forward contracts	2.6	29.8
Precious metal option contracts	—	0.1
Credit forward	1.7	3.2
Interest rate forward contracts	12.9	9.1
Crypto forward	14.9	0.9
Crypto options	19.3	—
Interest rate options contracts	0.2	—
Equity option contracts	167.4	28.4
Metals forward	5.6	5.5
Equity forward	24.0	11.5
<i>Held for trading derivatives that are designated in hedge accounting relationships:</i>		
Foreign currency forward contracts	0.2	1.6
	<u>540.7</u>	<u>294.3</u>

**23 Deferred tax**

	At 1 January \$m	Credited / (expensed) to the income statement \$m	Recognised on acquisition \$m	Credited to other comprehensive income & equity \$m	At 31 December \$m
<b>2023</b>					
Acquired Intangibles	0.5	0.2	(1.8)	—	(1.1)
Compensation	1.9	(1.8)	—	—	0.1
Depreciation in excess of capital allowances	(3.0)	1.2	—	—	(1.8)
Lease accounting	0.3	1.5	—	—	1.8
Other short-term timing differences	2.4	3.6	0.2	—	6.2
Prepayments	(0.2)	0.2	—	—	—
Revaluation of investments, cash flow hedges and liabilities designated at FVTPL	(0.3)	(0.1)	—	1.1	0.7
Share-based payments	4.7	5.1	(0.4)	2.4	11.8
Tax losses	1.2	(1.2)	—	—	—
<b>Total</b>	<u>7.5</u>	<u>8.7</u>	<u>(2.0)</u>	<u>3.5</u>	<u>17.7</u>
	At 1 January \$m	Credited / (expensed) to the income statement \$m	Recognised on acquisition \$m	Credited to other comprehensive income & equity \$m	At 31 December \$m
<b>2022</b>					
Acquired Intangibles	(1.8)	(1.6)	3.9	—	0.5
Compensation	(1.2)	1.8	1.3	—	1.9
Depreciation in excess of capital allowances	(0.2)	(1.2)	(1.6)	—	(3.0)
Lease accounting	0.5	0.2	(0.4)	—	0.3
Other short-term timing differences	0.7	(0.1)	1.8	—	2.4
Prepayments	—	—	(0.2)	—	(0.2)
Revaluation of investments, cash flow hedges and liabilities designated at FVTPL	(0.9)	(0.1)	(0.3)	1.0	(0.3)
Share-based payments	—	4.7	—	—	4.7
Tax losses	3.8	(2.6)	—	—	1.2
<b>Total</b>	<u>0.9</u>	<u>1.1</u>	<u>4.5</u>	<u>1.0</u>	<u>7.5</u>
				<b>2023</b>	<b>2022</b>
Deferred tax asset				\$m	\$m
				21.4	7.6
Deferred tax liability				(3.7)	(0.1)
				<u>17.7</u>	<u>7.5</u>

*Business Combinations*

The recognition of Marex's deferred tax assets is dependent on the availability of sufficient taxable profits when the timing differences reverse. The acquisitions of the OTCex SA Group, Global Metals Network Limited, Eagle Energy Brokers LLC and Cowen's Prime Services and Outsourced Trading business have not changed the probability of the availability of sufficient future taxable profits and therefore, the probability of realising any pre-acquisition deferred tax assets has not changed. As such, no additional disclosure is made.

## 23 Deferred tax (continued)

### *Business Combinations (continued)*

Deferred tax assets and liabilities are offset where the Group has a legally enforceable right to do so. Deferred tax balances have been measured using the tax rates that are expected to apply when the asset is realised or the liability is settled based upon the tax rates that have been enacted or substantially enacted by the balance sheet date.

The Finance Act 2021, enacted on 10 June 2021, increased the headline rate of UK corporation tax from 19% to 25% from 1 April 2023. Therefore, UK deferred tax assets and liabilities have been recognised at 25%. Non-UK deferred tax assets and liabilities are recognised at the relevant jurisdiction's prevailing tax rate to the extent the Group expects to receive future benefit from them.

### **Unrecognised deferred tax assets**

The Group has unrecognised deferred tax assets in respect of the following:

- Tax losses of \$27.5m (2022: \$14.2m) relate to losses with no expiry date. The increase in these unrecognised losses compared to the prior period is primarily driven by tax losses incurred during the year in France and Australia. These assets are not recognised on the basis of insufficient evidence concerning profits being available against which deferred tax assets could be utilised.

## 24 Trade and other payables

	2023 \$m	2022 \$m
Trade payables	5,908.5	6,189.7
Amounts due to exchanges, clearing houses and other counterparties	432.4	180.0
Other tax and social security taxes	9.9	5.5
Other creditors	21.7	11.9
Accruals	412.9	259.5
Deferred income	0.5	1.0
	<u>6,785.9</u>	<u>6,647.6</u>

Included in trade payables and amounts due to exchanges, clearing houses and other counterparties are segregated balances of \$3,820.2m (2022: \$4,715.5m) and non-segregated balances of \$2,520.7m (2022: \$1,654.2m).

The Directors consider that the carrying amount of trade and other payables is not materially different to their fair value.

## 25 Provisions

	Onerous contracts 2023 \$m	Leasehold dilapidation 2023 \$m	Total 2023 \$m
<b>At 1 January 2022</b>	—	0.9	0.9
<b>Movement in the year:</b>			
Provision on acquisition	3.7	0.3	4.0
Decrease during the year	(1.8)	(0.5)	(2.3)
	<u>1.9</u>	<u>(0.2)</u>	<u>1.7</u>
<b>At 31 December 2022</b>	1.9	0.7	2.6
<b>Movement in the year:</b>			
Provision on acquisition	—	0.1	0.1
Decrease during the year	(1.9)	(0.4)	(2.3)
	<u>(1.9)</u>	<u>(0.3)</u>	<u>(2.2)</u>
<b>At 31 December 2023</b>	<u>—</u>	<u>0.4</u>	<u>0.4</u>

### (a) Leasehold dilapidation

Leasehold dilapidation relates to the estimated cost of returning a leasehold property to its original state at the end of the lease in accordance with the lease terms. The main uncertainty relates to estimating the cost that will be incurred at the end of the lease. As the Group exits leases the costs of reinstatement are booked against the provision and as the Group enters new leases estimates are made during the lease of the expected end of lease dilapidation costs.

### (b) Onerous contracts

A provision for onerous contracts was made as a result of the acquisition of certain assets and liabilities of ED&F Man Capital Markets Limited on 1 October 2022. The provision related to various IT and office contracts where the Group cancelled these contracts as the related service was not required. The provision has been fully utilised in 2023.

## 26 Contingent liabilities

From time to time, the Group's subsidiaries are engaged in litigation in relation to a variety of matters. In addition, the Group is required to provide information to regulators and other government agencies as part of informal and formal enquiries or market reviews.

The Group's reputation may also be damaged by any involvement or the involvement of any of its employees or former employees in any regulatory investigation and by any allegations or findings, even where the associated fine or penalty is not material.

As outlined above, in respect of legal matters or disputes for which a provision has not been made, notwithstanding the uncertainties that are inherent in the outcome of such matters, there are no individual matters which are considered to pose a significant risk of material adverse financial impact on the Group's results or net assets.

## 27 Share capital

	Issued and fully paid		Issued and fully paid	
	2023 Number	2023 \$'000	2022 Number	2022 \$'000
Ordinary Shares of \$0.000165 each	106,491,588	18	106,491,588	18
Non-voting Ordinary Shares of \$0.000165 each	3,986,376	1	3,986,376	1
Deferred Shares of £0.000469 each	107,491,490	69	107,462,989	69
Growth Shares of \$0.000165 each	24,892,848	4	24,992,848	4
	<u>242,862,302</u>	<u>92</u>	<u>242,933,801</u>	<u>92</u>

There is no authorised share capital for any class of share. There are no shares issued but not fully paid.

On 6 November 2023, the Employee Benefit Trust acquired the beneficial interests in 100,000 Growth shares of US\$0.000165 each from an ex-employee. Subsequently, on 14 December 2023, the 100,000 Growth shares of US\$0.000165 each were redenominated from USD to GBP using the exchange rate USD/GBP \$1.23/£1, such that the new denomination of the Growth shares became £0.000133668. The 100,000 Growth shares of £0.000133668 were then consolidated into 28,501 Growth shares of £0.000469 each. The 28,501 Growth shares of £0.000469 each were then re-designated as 28,501 Deferred shares of £0.000469 each.

On 21 December 2022, 2,304,155 Growth shares of US\$0.000165 each were redenominated from USD to GBP using the exchange rate USD/GBP \$1.22/£1, such that the new denomination of the Growth shares became £0.000135246. The 2,304,155 Growth shares of £0.000135246 were then consolidated into 664,451 Growth shares of £0.000469 each. The 664,451 Growth shares of £0.000469 each were then re-designated as 664,451 Deferred shares of £0.000469 each.

	Ordinary shares number	Non-voting ordinary shares number	Deferred shares number	Growth shares number	Total number
At 1 January 2023	106,491,588	3,986,376	107,462,989	24,992,848	242,933,801
Movement during year	—	—	28,501	(100,000)	(71,499)
<b>At 31 December 2023</b>	<u>106,491,588</u>	<u>3,986,376</u>	<u>107,491,490</u>	<u>24,892,848</u>	<u>242,862,302</u>

	Ordinary shares number	Non-voting ordinary shares number	Deferred shares number	Growth shares number	Total number
At 1 January 2022	106,491,588	3,986,376	106,798,538	27,297,003	244,573,505
Movement during year	—	—	664,451	(2,304,155)	(1,639,704)
<b>At 31 December 2022</b>	<u>106,491,588</u>	<u>3,986,376</u>	<u>107,462,989</u>	<u>24,992,848</u>	<u>242,933,801</u>

## 27 Share capital (continued)

The rights of the shares are as follows:

<u>Class of share</u>	<u>Rights</u>
Ordinary Shares	Full voting rights and right to participate in ordinary dividends ranking pari passu with non-voting ordinary shares. In the event of a winding up, entitled to a return of capital ranking pari passu with non-voting ordinary shares and no right of redemption.
Non-voting Ordinary Shares	As per ordinary shares, other than having no voting rights.
Deferred Shares	No voting rights, no right to participate in dividends or distributions and no right to redemption. On a return of capital on a winding up or otherwise, the assets of the Company available for distribution to its members shall be applied in paying a sum equal to £1 to the holders of the deferred shares pro rata according to the number of deferred shares held by them (rounded to the nearest £0.01, but such that the total paid in aggregate to all the holders shall in no event exceed £1). The deferred shares were created on 12 February 2010 by a reorganisation of share capital, undertaken to facilitate the Company's acquisition by Amphitryon Limited and Ocean Ring Jersey Co Limited.
Growth Shares	The growth shares were issued in several series as part of a share-based remuneration scheme. On a liquidity event, such as an initial public offering or a sale, the growth shares entitle the holder thereof to a return if the proceeds exceed some specific level, set for each series thereby diluting existing ordinary shareholders. The holders of growth shares have no voting rights, no rights to participate in dividends, no entitlements to participate in a winding up and cannot impact the timing of a liquidity event. The growth shares do not expire and may be redeemed immediately prior to a liquidity event in cash or converted into a number of non-voting ordinary shares, equivalent in value to the redemption price. The growth shares permit the holders to elect for cash or equity settlement of the award, though in the absence of an election by the holder, the default settlement is through the issuance of non-voting ordinary shares. The Directors believe the growth shares will be settled in equity owing to factors such as the uncertain timing of settlement and the potential adverse tax consequences that arise for the holder in the event of cash settlement. As at the reporting date, the Directors do not believe a liquidity event to be probable.

## 28 Own shares

As at 31 December 2023, the Group (through the Employee Benefit Trust) held 2,024,308 (2022: 1,901,586) non-voting ordinary shares purchased at a total cost of \$9.8m (2022: \$7.9m). This amount is shown as a debit balance within total equity. The movement in 2023 consists of non-voting ordinary shares purchased at a cost of \$3.1m and the vesting of non-voting ordinary shares to the value of \$1.2m under the Deferred Bonus Plan.

## 29 Additional Tier 1 Capital (AT1 securities)

The Group has \$97.6m of AT1 securities (2022: \$97.6m) which are perpetual securities with no fixed maturity and are structured to qualify as AT1 securities under prevailing capital rules applicable. In 2023, there was no new issuance of AT1 securities. In 2022 there was one issuance in the form of Fixed Rate Resetting Perpetual Subordinated Contingent Convertible Notes of \$100.0m (\$97.6 million, net of issuance costs of \$2.4m). There were no redemptions in 2023 (2022: no redemptions).

Interest on the securities, at a fixed rate of 13.25% per annum, is payable semi-annually in arrears in equal instalments on 30 June and 30 December in each year, commencing on 30 December 2022. On the first reset date on 30 December 2027, in the event that the securities are not redeemed,

## 29 Additional Tier 1 Capital (AT1 securities) (continued)

interest will be reset to the five-year semi-annual US treasury securities yield plus a margin of 10.158% per annum. The interest payment is fully discretionary and non-cumulative, and conditional upon the Group being solvent at the time of payment, having sufficient distributable reserves and not being required by the regulatory authorities to cancel an interest payment.

Distributions amounting to \$13.3m were made in 2023 (2022: \$6.6m) on the AT1 securities.

The securities are perpetual securities with no fixed redemption date. The Group may, in its sole and full discretion, subject to regulatory approval, redeem all (but not some only) of the securities on any day falling in the period commencing on (and including) 30 June 2027 and ending on (and including) the first reset date or on any interest payment date thereafter at the prevailing principal amount together with accrued but unpaid interest. In addition, the securities are redeemable at the option of the Group for certain regulatory or tax reasons, subject to regulatory approval.

The securities, which do not carry voting rights, rank pari passu with holders of Tier 1 instruments (excluding the Company's Ordinary shares). They rank ahead of the holders of ordinary share capital of the Company but junior to the claims of senior creditors of the Group.

All AT1 securities will be converted into ordinary shares, at a pre-determined price, should the Group's Investment Firms Prudential Regime ('IFPR') CET1 Ratio fall to less than 64%.

## 30 Other Reserves

The following describes the nature and purpose of the reserves within other reserves:

<u>Reserves</u>	<u>Description</u>
Revaluation reserve	Cumulative unrealised gains on investments in exchanges that are held at FVTOCI and recognised in equity as well as changes in own credit risk.
Cash flow hedge reserve	Cumulative unrealised gains and losses on hedging instruments deemed effective cash flow hedges.
Currency translation reserve	On consolidation, the results of overseas operations are translated into USD at rates approximating those prevailing when the transactions took place. All assets and liabilities of overseas operations, including goodwill arising on the acquisition of those operations, are translated at the rates ruling at the prevailing date.

## 31 Leases

	<u>Right-of-use asset</u>	
	<u>2023</u>	<u>2022</u>
	<u>\$m</u>	<u>\$m</u>
<b>At 1 January</b>	33.7	17.0
Additions during the year	22.8	22.4
Adjustment to initial recognition of right-of-use asset	(1.0)	(0.2)
Depreciation charged to income statement	(9.7)	(5.5)
Impairment of right-of-use asset	(5.2)	—
<b>At 31 December</b>	<u>40.6</u>	<u>33.7</u>



**31 Leases (continued)**

	Lease liability	
	2023 \$m	2022 \$m
<b>At 1 January</b>	38.9	23.0
Additions during the year	22.8	22.8
Interest expense charged to income statement	2.5	1.0
Payment of lease liabilities	(11.4)	(6.6)
Foreign exchange revaluation	(0.1)	(1.2)
Lease incentive	(0.1)	(0.1)
<b>At 31 December</b>	<u>52.6</u>	<u>38.9</u>

	Lease liability	
	2023 \$m	2022 \$m
Current liability	13.2	6.8
Non-current liability	39.4	32.1
<b>At 31 December</b>	<u>52.6</u>	<u>38.9</u>

Right-of-use assets relate to leasehold buildings. Other operating lease expenses, including service charges, utilities, property insurance and maintenance, amounted to \$8.7m (2022: \$5.5m). Operating lease expenses for short-term leases amounted to \$2.2m (2022: \$0.5m).

In 2023, the Group impaired the right-of-use asset for 425 Financial Place, Chicago recognising an impairment of \$2.8m and Rue des Capucines, Paris recognising an impairment of \$2.0m (2022: no impairments).

The weighted average incremental borrowing rate applied to lease liabilities recognised in the statement of financial position as at 31 December 2023 is 5.16% (2022: 5.0%).

The Group has the following leases that have the option of extension at the end of the lease term:

- Greenway Plaza, Houston—five years;
- Asia Square Towers, Singapore—three years;
- Fourth floor, Bishopsgate, London lease has an option of a renewal (term unspecified);
- 45th street, New York—five years;
- Montreal—five years;
- Milton Park, Alpharetta, Georgia—five years;
- Embarcadero Center, San Francisco—five years;
- Crescent Court, Dallas, Texas—five years.

The maturities of the undiscounted lease liabilities as at 31 December are as follows:

	2023 \$m	2022 \$m
1 year	13.8	8.7
1 to 5 years	31.5	24.5
More than 5 years	12.5	7.6
Less: future interest expense	(5.2)	(1.9)
	<u>52.6</u>	<u>38.9</u>

## **32 Financial instruments**

### ***(a) Capital risk management***

For the purpose of the Group's capital management, capital includes issued share capital, AT1 capital, share premium and all other equity reserves attributable to the equity holders of the Company as disclosed in notes 27, 29 and 30. The primary objective of the Group's capital management is to maximise shareholder value.

In order to achieve this overall objective, the Group's capital management, amongst other things, aims to ensure that it meets the financial covenants attached to the interest-bearing borrowings that define capital structure requirements. Breaches in meeting the financial covenants would permit the banks to immediately call in any loans and borrowings that the Group might have withdrawn at that point in time. There have been no breaches in the financial covenants of any interest-bearing loans and borrowings in the current or prior year.

Many of the Group's material operating subsidiaries are subject to regulatory restrictions and minimum capital requirements. As at 31 December 2023, each of these subsidiaries had net capital in excess of the requisite minimum requirements. These requirements are designed to ensure institutions have an adequate capital base to support the nature and scale of their operations. Management of regulatory capital forms an important part of the Group's risk governance structure. A robust programme of regular monitoring and review takes place to ensure each regulated entity is in adherence to local rules and has capital in excess of external and internal limits. Regular submissions are made and constantly maintained with internal limits assessed against the Group's risk appetite, as determined by the Board. One of those regulated entities is MCMI, regulated in the United States by both the Commodity Futures Trading Commission ('CFTC') and the Securities and Exchange Commission ('SEC'). As a regulated Futures Commission Merchant ('FCM') and Broker Dealer, MCMI is subject to the SEC's Uniform Net Capital Rule (Rule 15c3-1) and the CFTC's minimum financial requirements for FCMs and introducing brokers (Regulation 1.17), which require the maintenance of minimum net capital. Advances to affiliates, repayment of subordinated liabilities, dividend payments, and other equity withdrawals are subject to certain limitations and other provisions of the capital rules of the SEC and other regulators. Specifically, MCMI is required to hold sufficient regulatory capital to support its activities and regulatory approval must be obtained prior to the repayment of 10% or more of excess net capital. As at 31 December 2023, MCMI had \$664.2m (2022: \$321.8m) of capital, of which the subordinated borrowing by the Group was \$345m (2022: \$279.6m) and of which excess net capital was \$280.9m (2022: \$127.6m). Owing to the local requirement to obtain regulatory approval for payments of amounts in excess of 10% of the excess net capital, or \$28.1m (2022:12.7m), MCMI's ability to transfer the remaining \$316.9m (2022: \$266.8m) of capital to its parent is restricted.

No changes were made in objectives, policies or processes for managing capital during the year.

## 32 Financial instruments (continued)

### (b) Categories of financial instruments

Below is an analysis of the Group financial assets and liabilities as at 31 December.

2023	FVTPL	FVTOCI	Amortised cost	Total
Financial assets	\$m	\$m	\$m	\$m
Investments	—	16.2	—	16.2
Treasury instruments <sup>1</sup>	—	—	2,982.3	2,982.3
Equity instruments	1,521.3	—	—	1,521.3
Derivative instruments	791.0 <sup>2</sup>	3.1 <sup>3</sup>	—	794.1
Stock borrowing	—	—	2,501.4	2,501.4
Reverse repurchase agreements	—	—	3,199.8	3,199.8
Amounts due from exchanges, clearing houses and other counterparties	—	—	3,459.6	3,459.6
Trade debtors	—	—	823.8	823.8
Default funds and deposits	—	—	273.2	273.2
Loans receivable	—	—	8.0	8.0
Other debtors <sup>4</sup>	5.6	—	149.1	154.7
Cash and cash equivalents	—	—	1,483.5	1,483.5
	<u>2,317.9</u>	<u>19.3</u>	<u>14,880.7</u>	<u>17,217.9</u>
<b>2022</b>	<b>FVTPL</b>	<b>FVTOCI</b>	<b>Amortised cost</b>	<b>Total</b>
<b>Financial assets</b>	<b>\$m</b>	<b>\$m</b>	<b>\$m</b>	<b>\$m</b>
Investments	—	16.4	—	16.4
Treasury instruments <sup>1</sup>	—	—	2,719.7	2,719.7
Equity instruments	410.0	—	—	410.0
Derivative instruments	477.3	3.5 <sup>3</sup>	—	480.8
Stock borrowing	—	—	1,894.6	1,894.6
Reverse repurchase agreements	—	—	4,346.0	4,346.0
Amounts due from exchanges, clearing houses and other counterparties	—	—	4,046.7	4,046.7
Trade debtors	—	—	141.1	141.1
Default funds and deposits	—	—	352.7	352.7
Loans receivable	—	—	18.2	18.2
Other debtors (Restated) <sup>4</sup>	4.5	—	76.8	81.3
Cash and cash equivalents	—	—	910.1	910.1
	<u>891.8</u>	<u>19.9</u>	<u>14,505.9</u>	<u>15,417.6</u>

1 The fair value of the treasury instruments, which are Level 1 instruments as they are all quoted instruments, held at amortised cost at 31 December 2023 was \$2,972.48m (2022: \$2,655.5m). The fair values of other assets and liabilities at amortised cost are consistent with the carrying amount.

2 The Group manages the fixed interest risk on its vanilla debt instrument through interest rate and cross currency swaps as hedging instruments. Refer to note 32(f).

3 The \$3.1m (2022: \$3.5m) are hedging derivatives at FVTOCI due to being designated in a cash flow hedging relationship.

4 \$39.5m (2022: \$22.2m (restated)) of the other debtors balance relates to sign-on bonuses (note 20) and are not included in the table above as they are not a financial asset.

**32 Financial instruments (continued)**

**(b) Categories of financial instruments (continued)**

<b>2023</b>	<b>FVTPL</b>	<b>FVTOCI</b>	<b>Amortised cost</b>	<b>Total</b>
<b>Financial liabilities</b>	<b>\$m</b>	<b>\$m</b>	<b>\$m</b>	<b>\$m</b>
Repurchase agreements	—	—	3,118.9	3,118.9
Derivative instruments <sup>1</sup>	540.5	0.2 <sup>1</sup>	—	540.7
Short securities	1,924.8	—	—	1,924.8
Amounts due to exchanges, clearing houses and other counterparties	—	—	432.4	432.4
Trade payables	5.6	—	5,902.9	5,908.5
Other creditors	—	—	21.7	21.7
Stock lending	—	—	2,323.3	2,323.3
Long-term borrowings	—	—	—	—
Debt securities <sup>2</sup>	1,857.9	—	358.4	2,216.3
Lease liability	—	—	52.6	52.6
	<u>4,328.8</u>	<u>0.2</u>	<u>12,210.2</u>	<u>16,539.2</u>

<b>2022</b>	<b>FVTPL</b>	<b>FVTOCI</b>	<b>Amortised cost</b>	<b>Total</b>
<b>Financial liabilities</b>	<b>\$m</b>	<b>\$m</b>	<b>\$m</b>	<b>\$m</b>
Repurchase agreements	—	—	4,381.4	4,381.4
Derivative instruments <sup>1</sup>	292.7	1.6 <sup>1</sup>	—	294.3
Short securities	986.8	—	—	986.8
Amounts due to exchanges, clearing houses and other counterparties	—	—	180.0	180.0
Trade payables	4.5	—	6,185.2	6,189.7
Other creditors	—	—	11.9	11.9
Stock lending	—	—	1,396.9	1,396.9
Short-term borrowings	—	—	12.9	12.9
Long-term borrowings	—	—	135.8	135.8
Debt securities <sup>2</sup>	1,160.0	—	—	1,160.0
Lease liability	—	—	38.9	38.9
	<u>2,444.0</u>	<u>1.6</u>	<u>12,343.0</u>	<u>14,788.6</u>

1 The \$0.2m (2022: \$1.6m) are hedging derivatives at FVTOCI but designated in a cash flow hedging relationship (note 32(f)).

2 Debt securities includes EMTN which are measured at amortised cost for which we apply fair value hedge accounting.

**(c) Equity instruments**

Equity instruments are purchased primarily to facilitate the stock lending and borrowing business, which is part of the agency and execution business segment and to facilitate counterparty requirements. Additionally, some equity instruments are purchased for the Group's own account to hedge the economic exposure arising from the non-host derivative component of the Group's issued debt securities.

**32 Financial instruments (continued)**

**(d) Financial instruments subject to offsetting, enforceable master netting arrangements and similar agreements**

As a member of the London Metal Exchange ('LME'), the Group is subject to the settlement and margining rules of LME Clear. The majority of products transacted by the Group are LME forward contracts. LME forwards that are in-the-money do not settle in cash until the maturity ('prompt') date, while the Group is required to post margin to cover loss-making contracts daily. In accordance with the LME Clear rules, the Group is able to utilise forward profits to satisfy daily margin requirements which are set-off against loss-making contracts. Consequently, trade payables and amounts due from exchanges, clearing houses and other counterparties are presented on a net basis in the statement of financial position. The balance of trade receivables includes offsetting of LME forwards against any cash collateral held with the LME.

The Group nets certain repurchase and reverse repurchase agreements with the same counterparty where the conditions of offsetting are met, including the existence of master netting agreements between the relevant subsidiary and its counterparties.

The effect of offsetting is disclosed below:

	Gross amount \$m	Amounts set-off \$m	Net amount presented \$m	Non-cash collateral rec'd / (pledged) \$m	Cash collateral rec'd / (pledged) \$m	Net amount \$m
<b>2023</b>						
<b>Financial assets</b>						
Amounts due from exchanges, clearing houses and other counterparties	3,812.2	(352.6)	3,459.6	—	—	3,459.6
Reverse repurchase agreements	19,094.6	(15,894.8)	3,199.8	(3,086.6)	—	113.2
Derivative instruments	833.6	(39.5)	794.1	—	(184.5)	609.6
<b>Financial liabilities</b>						
Trade payables	6,261.1	(352.6)	5,908.5	—	—	5,908.5
Repurchase agreements	19,013.7	(15,894.8)	3,118.9	(3,096.2)	—	22.7
Derivative instruments	580.2	(39.5)	540.7	—	(128.5)	412.2
<b>2022</b>						
<b>Financial assets</b>						
Amounts due from exchanges, clearing houses and other counterparties	4,833.1	(786.4)	4,046.7	—	—	4,046.7
Reverse repurchase agreements	8,743.1	(4,397.1)	4,346.0	(4,162.0)	—	184.0
Derivative instruments	496.2	(15.4)	480.8	—	(263.0)	217.8
<b>Financial liabilities</b>						
Trade payables	6,976.2	(786.4)	6,189.8	—	—	6,189.8
Repurchase agreements	8,778.5	(4,397.1)	4,381.4	(4,252.5)	—	128.9
Derivative instruments	309.7	(15.4)	294.3	—	(102.8)	191.5

## 32 Financial instruments (continued)

### (e) Debt securities

#### Financial Products Programs

In 2018 and September 2021, we launched our Structured Notes Program and Public Offer Program (together, the 'Financial Products Programs'), respectively, which are at the core of our Financial Products business. The Financial Products business is part of our Hedging and Investment solutions segment and provides our clients with structured investment products (the 'Structured Notes') and represents a way to diversify our sources of funding and to reduce the utilisation of our revolving credit facilities. The Financial Products business allows investors to build their own Structured Notes across numerous asset classes, including commodities, equities, foreign exchange and fixed income products.

Under the Structured Notes Program, the Company and Marex Financial (a subsidiary) may issue warrants, certificates or notes, including auto callable, fixed, stability and capital linked notes with varied terms. As at 31 December 2023, the Group had \$1,850.4m (2022: \$1,155.9m) of debt securities issued under the Structured Notes Program with an average expected maturity of 15 months (2022: 17 months) however some of those debt securities issued include early redemption clauses exercised at the election of the investor if the underlying conditions are met. The average imputed interest rate of the notes was 7.8% (2022: 3.8%). These notes are designated at fair value through profit and loss.

Under the Public Offer Program, Marex Financial may issue warrants, certificates or notes, including auto callable, fixed, stability and capital linked notes with varied terms. No notes (2022: no notes) were outstanding under the Public Offer Program.

#### Tier 2 Program

Under the Tier 2 Program, Marex Financial may issue subordinated notes including fixed or floating rate, zero coupon, share or index linked notes with varied terms that qualify as Tier 2 Capital.

The Tier 2 Program has been approved by the Vienna Stock Exchange and the Tier 2 Notes are listed on the Vienna Multilateral Trading Facility. As at 31 December 2023, the Group had \$7.4m (2022: \$4.1m) of debt securities issued under the Tier 2 Program with an average maturity of 26 months (2022: 40 months) and an average interest rate of SOFR plus 643 basis points (2022: SOFR plus 643 basis points).

#### EMTN Program

In October 2022, the Company entered into a Euro Medium Term Note ('EMTN') Program under which it may, from time to time, issue tranches of notes of varying terms (EMTN Notes). The maximum aggregate principal amount of EMTN Notes outstanding at any time during the duration of the EMTN Program is \$750.0m (or the equivalent in other currencies). The EMTN Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Company. The EMTN Notes rank at least pari passu with all other outstanding unsecured and unsubordinated obligations of the Company. The EMTN Program also contains certain customary events of default and optional redemption, and the Company has provided certain customary undertakings, such as restricting the creation of security over the Company's and the Company's subsidiaries' assets. The EMTN Program and the EMTN Notes are listed on the Vienna Multilateral Trading Facility of the Vienna Stock Exchange. In February 2023, the Company issued senior fixed rate notes due 2 February 2028 in the amount of €300m for net proceeds of \$325.6m at an interest rate of 8.38%. As at 31 December 2023, the Group had \$358.5m (2022: \$nil) of debt securities issued under the EMTN Program with an average maturity of 49 months (2022: nil) and an average interest rate of 8.38% (2022: nil). These EMTN notes are designated in a fair value hedging relationship for interest rate risk.

## 32 Financial instruments (continued)

### (e) Debt securities (continued)

In addition to the above debt programs, the Group issued Additional Tier 1 (AT1) securities which are accounted for as equity instruments and disclosed in note 29.

### (f) Financial risk management objectives

The Group's activities expose it to a number of financial risks including credit risk, market risk and liquidity risk.

The Group manages these risks through various control mechanisms and its approach to risk management is both prudent and evolving.

Overall responsibility for risk management rests with the Board. Dedicated resources within the Risk Department control and manage the exposures of the Group's own positions, the positions of its clients and its exposures to its counterparties, within the risk appetite set by the Board.

#### **Credit risk**

The maximum credit risk exposure relating to financial assets is represented by the gross carrying value as at the balance sheet date. Credit risk in the Group principally arises from cash and cash equivalents deposited with third party institutions, exposures from transactions and balances with exchanges and clearing houses, and exposures resulting from transactions and balances relating to customers and counterparties, some of which have been granted credit lines.

The Group only makes treasury deposits with banks and financial institutions that have received approval from the Group's Executive Credit and Risk Committee (or their authorised delegates). These deposits are also subject to counterparty limits with respect to concentration and maturity.

The Group's exposure to customer and counterparty transactions and balances is managed through the Group's credit policies and, where appropriate, the use of initial and variation margin credit limits, in conjunction with position limits for all customers and counterparties. These exposures are monitored both intraday and overnight. The limits are set by the Group's Executive Credit and Risk Committee (or their authorised delegates) through a formalised process.

#### **Credit quality**

The table below reflects the Credit quality of financial assets and does not take into account collateral held.

	2023 \$m	2022 \$m
AA and above	8,604.5	8,446.5
AA-	1,920.8	1,519.7
A+	488.9	191.6
A	11.7	—
A-	162.0	2,851.8
BBB+	57.0	8.4
Lower and unrated	5,973.0	2,411.6
	<u>17,217.9</u>	<u>15,429.6</u>

## 32 Financial instruments (continued)

### (f) Financial risk management objectives (continued)

#### *Credit quality (continued)*

The Group has received collateral in respect of its derivative assets during the year ended 31 December 2023 amounting to \$184.5m (2022: \$218.7m). Collateral was recognised in amounts due to exchanges, clearing houses and other counterparties.

#### *Market risk*

The Group's activities expose it to financial risks primarily generated through financial (interest rate, equity and foreign exchange markets) and commodity market price exposures. The Group's Market Making and Hedging and Investment Solutions businesses generate market risk as the Group acts as principal.

The Group manages market risk exposure using appropriate risk management techniques within predefined and independently monitored parameters and limits. The Group uses a range of tools to monitor and limit market risk exposures. These include Value-at-Risk ('VaR'), sensitivity limits and stress testing. VaR, risk sensitivity limits and stress testing have been implemented to provide oversight and control over the Market Making and Hedging and Investment Solutions segments and to ensure that trading is conducted within the pre-set risk appetite from the Board.

The Group is not yet required to calculate an Economic VaR for capital purposes. Continuous development of the Group's VaR framework and risk sensitivities will ensure a more consistent method of risk management for all desks. This continues to be developed.

#### *Market risk management in the Market Making segment*

VaR, risk sensitivity limits and stress testing are used to assess market risk associated with the Metals, Agriculture and CSC business, with equities and acquired businesses within the Capital Markets business in the Market Making segment. Those parts of the Capital Markets business within Market Making which exhibit market risk are the acquired businesses in 2023, the Equity Market Making desk and the Volatility Performance Fund.

#### *Value at Risk*

VaR is a technique that estimates the potential losses that could occur on risk positions as a result of movements in market rates and prices over a specified time horizon and to a given level of confidence.

The VaR model used by the Group for the Metals, Agriculture and CSC business is based upon the Monte Carlo simulation technique. This model derives plausible future scenarios from past series of recorded market rates and prices, taking account of inter-relationships between different markets and rates, including interest rates and foreign exchange rates. The model also incorporates the effect of option features on the underlying exposures.

The Monte Carlo simulation model used by the Group incorporates the following features:

- 5,000 simulations using a variance covariance matrix;
- simulations generated using geometric Brownian motion;
- an exceptional decay factor is applied across an estimation period of 250 days; and
- VaR is calculated to a one-day, 99.75% one-tail confidence level.



## 32 Financial instruments (continued)

### (f) Financial risk management objectives (continued)

#### *Value at Risk (continued)*

The Group validates VaR by comparing to alternative risk measures, for example, scenario analysis and exchange initial margins as well as the back testing of calculated results against actual profit and loss.

Although a valuable guide to risk, VaR should always be viewed in the context of its limitations, for example:

- the use of both Monte Carlo and historical simulation as a proxy for estimating future events may not encompass all potential events, particularly those which are extreme in nature;
- the use of a one-day holding period assumes that all positions can be liquidated or hedged in one-day. This may not fully reflect the market risk arising at times of severe liquidity stress, when a one-day holding period may be insufficient to liquidate or hedge all positions fully;
- the use of a 99.75% confidence level, by definition, does not take into account losses that might occur beyond this level of confidence;
- the VaR, disclosed below, is calculated on the basis of exposures outstanding at the close of business and, therefore, does not necessarily reflect intraday exposure; and
- VaR is unlikely to reflect loss potential on exposures that only arise under significant market moves.

The Group recognises these limitations by augmenting its VaR limits with other position and sensitivity limit structures. The Group also applies a wide range of stress testing, both on individual portfolios and on the Group's consolidated positions.

For the Metals, Agriculture and CSC business, the VaR as at 31 December 2023 was \$2.2m (2022: \$1.5m) and the average monthly VaR for the year ended 31 December 2023 was \$2.2m (2022: \$2.0m).

The VaR model used by the Group for the acquired businesses in the US during 2023 uses historical simulation with a 3-year lookback period. The mandates cover individual desks and overall consolidated positions. The VaR for the acquired Capital Markets businesses as of 31 December 2023 was \$0.4m. and the average monthly VaR for the year ended 31 December 2023 was \$0.4m.

In the remaining Capital Markets businesses market risk primarily derives from exposure to equities within the Volatility Performance Fund) and Equity Market Making desks.

The Volatility Performance Fund provides market making services to clients as well as seeking profitable market opportunities, primarily on equity indices with some additional small exposures to a limited set of commodity underlyers. The risks on the books are managed both by risk sensitivity analysis and stress testing to remain within the agreed limits. The stress exposure for the Volatility Performance Fund as at 31 December 2023 was \$0.1m and as at 31 December 2022 was \$0.7m.

The Equity Market Making business offers market making services on UK equities and investment trusts catering to retail stockbrokers, wealth managers and institutional investors. Risk is systematically monitored and regulated through limits based on net-delta at the stock, book and overall portfolio levels, with triggers in place for monitoring gross long/short exposures. Additionally, a VaR (1 day 99.75%) limit is implemented as well to oversee and manage the desk activities. The VaR at 31 December 2023 was \$0.1m (2022: 0.1m).

## 32 Financial instruments (continued)

### (f) Financial risk management objectives (continued)

#### *Value at Risk (continued)*

Market risk management in the Hedging and Investment Solutions segment

The Hedging and Investment Solutions segment offers bespoke hedging solutions in the form of customised OTC derivatives and includes the structured notes issuance program. The market risk profile of the business is managed via risk sensitivities according to the prevailing risk factors of issued products and hedges. This is monitored and controlled daily on a net risk profile for each desk and supported by additional stress concentration and scenario-based analyses. Sensitivity analysis measures the impact of individual market factor movements on specific instruments or portfolios, including the key risks per asset class as follows:

- Commodity risk
- Equity risk
- Foreign exchange risk
- Interest rate risk
- Credit spread risk
- Crypto currency market risk

Risk sensitivity limits together with scenario stresses are used to manage the market risk for the Hedging and Investment Solutions segment given the inherent complexity of its products. The products traded within this segment gives rise to a number of different market risk exposures, commonly known as the “greeks”, e.g. delta, gamma, vega. Within each asset class, and in aggregate across the segment, the market risks are captured, measured, monitored and limited within the risk limits agreed with the Market Risk function.

The net market risk exposure to customised OTC derivatives, which includes structured notes issuance, within Hedging and Investment Solutions, including hedges, using the delta measure for the years ending 31 December, 2023 and 2022 were \$0.1m and \$2.0m respectively. Risks on other asset classes are small.

Sensitivity measures are used to monitor the market risk positions within each risk type, and granular risk limits are set for each desk with consideration for market liquidity, customer demand and capital constraints among other factors.

Risk sensitivity calculations are made using a dedicated Risk Engine, whose models have been independently validated by a third party. They are calculated by altering a risk factor and repricing all products to observe the profit and loss impact of the change.

The Group issues products on cryptocurrencies, primarily Bitcoin and Ethereum. There are residual exposures in four other cryptocurrencies, driven from two structured notes previously issued. The exposures to cryptocurrencies are detailed in note 19.

#### **Foreign currency risk**

The Group's policy is to minimise volatility as a result of foreign currency exposure. As such, management monitors currency exposure on a daily basis and buys or sells currency to minimise the exposure, in addition to the hedging of material future-dated GBP commitments through the use of

**32 Financial instruments (continued)**

**(f) Financial risk management objectives (continued)**

**Foreign currency risk (continued)**

derivative instruments. It is the policy of the Group to enter into foreign exchange forward contracts (for terms not exceeding fourteen months) to hedge the exchange rate risk from these specific future-dated GBP commitments and designate them in cash flow hedge relationships. The Group's sensitivity to FX is immaterial as all our non-USD exposure is materially hedged.

**Cash flow hedge**

The associated gains and losses on derivatives that are used to hedge GBP commitments are recognised in other comprehensive income and will be recycled when the anticipated commitments take place and included in the initial cost of the hedged commitments.

The following table details the foreign currency forward contracts, held within derivatives on the statement of financial position, that are designated in cash flow hedging relationships:

	2023			
	Average forward rates (\$/£)	Foreign currency \$m	Notional value £m	Fair value assets \$m
<b>Outstanding contracts</b>				
<b>Derivative assets designated as cash flow hedges</b>				
Less than 3 months	1.2293	28.9	23.5	1.3
3 to 6 months	1.2301	14.7	12.0	0.6
6 to 12 months	1.2303	29.4	23.9	1.2
		<u>73.0</u>	<u>59.4</u>	<u>3.1</u>
	Average forward rates (\$/£)	Foreign currency \$m	Notional value £m	Fair value liabilities \$m
<b>Outstanding contracts</b>				
<b>Derivative liabilities designated as cash flow hedges</b>				
Less than 3 months	1.2912	3.9	3.0	(0.1)
3 to 6 months	1.2986	3.9	3.0	—
6 to 12 months	1.2856	7.7	6.0	(0.1)
		<u>15.5</u>	<u>12.0</u>	<u>(0.2)</u>

**32 Financial instruments (continued)**

**(f) Financial risk management objectives (continued)**

**Cash flow hedge (continued)**

Outstanding contracts	2022			
	Average forward rates (\$/£)	Foreign currency \$m	Notional value £m	Fair value assets \$m
<b>Derivative assets designated as cash flow hedges</b>				
Less than 3 months	1.1357	19.5	17.2	1.3
3 to 6 months	1.1357	19.5	17.2	1.3
6 to 12 months	1.1513	16.5	14.3	0.9
		<u>55.5</u>	<u>48.7</u>	<u>3.5</u>

Outstanding contracts	2022			
	Average forward rates (\$/£)	Foreign currency \$m	Notional value £m	Fair value liabilities \$m
<b>Derivative liabilities designated as cash flow hedges</b>				
Less than 3 months	1.3407	16.1	12.0	(1.6)
		<u>16.1</u>	<u>12.0</u>	<u>(1.6)</u>

As at 31 December 2023, the aggregate amount of gains/(losses) under foreign exchange forward contracts deferred in the cash flow hedge reserve relating to the exposure on these anticipated future commitments is a gain of \$2.9m (2022: \$2.1m gain, 2021: \$0.6m gain). It is anticipated that these commitments will become due monthly over the course of the next twelve months, at which time the amount deferred in equity will be recycled to profit and loss.

As at 31 December 2023 no ineffectiveness (2022 and 2021: \$nil) has been recognised in profit and loss arising from the hedging of these future dated GBP commitments.

**Interest rate risk**

The Group is exposed to interest rate risk based on the difference between the interest rates earned on investments (interest-earning assets such as cash posted to exchanges or deposited with banks and/or invested in highly liquid securities), and the interest rates paid on client balances and group-wide debt financing (interest-bearing liabilities). These interest-earning assets and interest-bearing liabilities are not part of our fair value trading portfolio and as such the exposure they create to interest rate risk is measured using a sensitivity analysis. Interest rate risk created by other financial assets and financial liabilities measured at fair value and within our trading portfolio is measured by VaR.

The exposure to interest rate fluctuations is, however, limited through the offset that exists between the interest-earning assets and interest-bearing liabilities. The sensitivity is variable to the extent that investments are linked to client balances and, in addition, many of the balances have limited sensitivity as both the assets and liabilities are exposed to similar reference rates. Since the return paid on client liabilities is generally reset to prevailing market interest rates on an overnight basis, the Group is only exposed for the time it takes to reset any of our fixed-rate investments which typically have maturities of less than three months, with the exception of certain U.S. Treasuries, which have a maturity of up to two years.

## 32 Financial instruments (continued)

### (f) Financial risk management objectives (continued)

#### *Interest rate risk (continued)*

The interest rate movements are monitored for potential impact to net interest income ('NII') continuously. The Group is sensitive to movements in short term rates, as changes to the rate will require a rebalancing of any fixed rate exposure. The Group considers that short term rates include rates that reference periods between overnight and three months on the basis that these are the most common fixing periods for interest rate products. The interest rate exposure is managed using a variety of instruments and are exposed to material changes in the short term rates as these are likely to reflect fixing periods during which floating rate exposure is effectively fixed until the next fixing date is reached. Analysis of recent changes to short term rates suggest that movements are usually within a 100bps range; this is based on a review of Fed Funds rate moves over a rolling three month period between January 2022 and September 2023 and as such, the Group has considered a movement of 100bps to be an extreme scenario over a three month period.

The Group has modelled the interest rate sensitivity to include the impact of rate movements on the income earned on average investment balances offset with expenses paid on interest bearing liabilities and debt funding. This reflects the proportion of client assets which are interest bearing and the average balances of our debt funding. The sensitivity analysis has been determined based on the exposure at the reporting date and does not include effects that may arise from increased margin calls at exchanges, changes in client behaviour or related management actions.

It is estimated, that as at 31 December 2023, if the relevant short term interest rates had been 100bps higher, NII on interest-bearing financial assets and financial liabilities for the year ended 31 December 2023 would increase by \$38m (2022: \$33m). If the short-term interest rates had been 100bps lower, NII for interest-bearing financial assets and financial liabilities for the year ended 31 December 2023 would decrease by \$38m (2022: \$33m). This impact relates solely to NII and does not include the impact of compensation or taxes which would reduce the impact on profit after tax.

#### *Fair value hedge*

At 31 December 2023, the Group had an interest rate swap and a cross currency swap agreement in place with a notional amount of €300m whereby the Group receives SOFR + 6.1% and \$327.3m in return for €300m and paying fixed 8.375%. The interest rate swap and cross currency swap are being used to hedge the exposure to changes in the fair value of the fixed rate 8.375% senior debt issuance.

There is an economic relationship between the hedged item and the hedging instrument as the terms of the interest rate swap match the terms of the fixed rate loan (i.e. notional amount, maturity, payment and reset dates). The Group has established a hedge ratio of 1:1 for the hedging relationships as the underlying risk of the interest rate swap is identical to the hedged risk component. To test the hedge effectiveness, the Group uses the hypothetical derivative method and compares the changes in the fair value of the hedging instrument against the changes in the fair value of the hedged item attributable to the hedged risk.

Hedge ineffectiveness can arise from:

- different interest rate curve applied to discount the hedged item and hedging instrument
- differences in timing of cash flows of the hedged item and hedging instrument
- the counterparties' credit risk differently impacting the fair value movements of the hedging instrument and hedged item.

**32 Financial instruments (continued)**

**(f) Financial risk management objectives (continued)**

**Fair value hedge (continued)**

The impact of the hedging instrument on the statement of financial position as at 31 December 2023 is as follows:

	Notional Amount \$m	Carrying Amount \$m	Line item in the statement of financial position	Change in fair value used for measuring ineffectiveness for the period \$m
Interest rate swap	331.1	23.8	Derivative instruments	3.4
Cross currency swap	327.3	3.0	Derivative instruments	—
Fixed rate borrowing	329.8	358.4	Debt securities	(3.4)

**Concentration risk**

To mitigate the concentration of credit risk exposure to a particular single customer, counterparty or group of affiliated customers or counterparties, the Group monitors these exposures carefully and ensures that these remain within pre-defined limits. Large exposure limits are determined in accordance with appropriate regulatory rules.

Further concentration risk controls are in place to limit exposure to clients or counterparties within single countries of origin and operation through specific country credit risk limits as set by the Board Risk Committee.

The largest concentration of cash balances as at 31 December 2023 was 46% (2022: 65%) to a UK-based, AA rated global banking group (2022: UK-based, AA- rated global banking group).

The largest concentration of exposures to exchanges, clearing houses and other counterparties as at 31 December 2023 was 38% to ICE (2022: 44%) and 38% to the CME (2022: 26%).

The largest concentration of exposures to treasury instruments is to the United States Government as 97% (2022: 100%) of the instruments are issued by the US Government or a US Government sponsored enterprise.

**Liquidity risk**

The Group defines liquidity risk as the failure to meet its day-to-day capital and cash flow requirements. Liquidity risk is assessed and managed under the Individual Capital and Risk Assessment (ICARA) and Liquidity Risk Framework. To mitigate liquidity risk, the Group has implemented robust cash management policies and procedures that monitor liquidity daily to ensure that the Group has sufficient resources to meet its margin requirement at clearing houses and third party brokers. In the event of a liquidity issue arising, the Group has recourse to existing global cash resources, after which it could draw down on \$250 million (2022: \$280m) of committed revolving credit facilities (note 21(d)). The Group has access to a further \$125m (2022: \$210m) secured borrowings (note 21(b)). The effect of the callable features within the structured note program is monitored and dynamically updated to reflect any changes to expected cashflows as part of the overall Group liquidity requirements. Short term liquidity requirements are monitored and subject to limits reflecting the Groups liquidity resources.

There are strict guidelines followed in relation to products and tenor into which excess liquidity can be invested. Excess liquidity is invested in highly liquid instruments, such as cash deposits with financial institutions for a period of less than 3 months and US Treasuries with a maturity of up to 2 years.

**32 Financial instruments (continued)****(f) Financial risk management objectives (continued)****Liquidity risk (continued)**

The financial liabilities are based upon rates set on a daily basis, apart from the financing of the warrant positions and the credit facility where the rates are set for the term of the loan. For assets not marked-to-market, there is no material difference between the carrying value and fair value.

*Liquidity risk exposures*

The following table details the Group's available committed financing facilities including committed credit agreements:

		2023 \$m	2022 \$m
<b>Secured borrowings and committed revolving credit facilities:</b>			
Amount used	21(a)	—	148.7
Amount unused	21(d)	250.0	280.0
		<u>250.0</u>	<u>428.7</u>

**32 Financial instruments (continued)**

**(f) Financial risk management objectives (continued)**

**Liquidity risk (continued)**

*Liquidity risk exposures (continued)*

The following table details the Group's contractual maturity for non-derivative liabilities. Debt securities are presented discounted based on the first call dates. Lease liabilities are undiscounted and contractual.

	On demand \$m	Less than 3 months \$m	3 to 12 months \$m	1 to 5 years \$m	More than 5 years \$m	Total \$m
Repurchase agreements	—	3,118.9	—	—	—	3,118.9
Short securities	1.3	1,923.5	—	—	—	1,924.8
Amounts due to exchanges, clearing houses and other counterparties	432.4	—	—	—	—	432.4
Trade payables	5,725.2	183.3	—	—	—	5,908.5
Other creditors	8.9	10.7	2.1	—	—	21.7
Stock lending	—	2,323.3	—	—	—	2,323.3
Debt securities	—	440.2	868.2	889.4	18.5	2,216.3
Lease liabilities	—	3.4	10.4	31.5	12.5	57.8
<b>At 31 December 2023</b>	<b>6,167.8</b>	<b>8,003.3</b>	<b>880.7</b>	<b>920.9</b>	<b>31.0</b>	<b>16,003.7</b>

	On demand \$m	Less than 3 months \$m	3 to 12 months \$m	1 to 5 years \$m	More than 5 years \$m	Total \$m
Repurchase agreements	1,874.5	2,500.4	6.5	—	—	4,381.4
Short securities	676.8	310.0	—	—	—	986.8
Amounts due to exchanges, clearing houses and other counterparties	180.0	—	—	—	—	180.0
Trade payables	5,652.9	160.8	376.0	—	—	6,189.7
Other creditors	5.6	5.2	1.1	—	—	11.9
Stock lending	1,004.0	392.9	—	—	—	1,396.9
Short-term borrowings	—	12.9	—	—	—	12.9
Long-term borrowings	—	—	—	135.8	—	135.8
Debt securities (restated)	—	199.9	623.8	314.6	21.7	1,160.0
Lease liabilities	—	2.2	6.5	24.5	7.6	40.8
<b>At 31 December 2022</b>	<b>9,393.8</b>	<b>3,584.3</b>	<b>1,013.9</b>	<b>474.9</b>	<b>29.3</b>	<b>14,496.2</b>

Amounts due to exchanges, clearing houses and other counterparties, trade payables and other creditors are aggregated on the statement of financial position in trade and other payables and disaggregated in note 24.

Debt securities maturity profile has been restated, please refer to note 1 for further information.



**32 Financial instruments (continued)**

**(f) Financial risk management objectives (continued)**

**Liquidity risk (continued)**

*Liquidity risk exposures (continued)*

Shown below is the Group's contractual maturity for non-derivative financial assets:

	On demand \$m	Less than 3 months \$m	3 to 12 months \$m	1 to 5 years \$m	More than 5 years \$m	Total \$m
Treasury instruments	—	2,757.8	104.8	119.7	—	2,982.3
Equity instruments	1,511.9	9.4	—	—	—	1,521.3
Stock borrowing	2,501.4	—	—	—	—	2,501.4
Repurchase agreements	—	3,199.8	—	—	—	3,199.8
Amounts due from exchanges, clearing houses and other counterparties	3,297.2	—	—	—	—	3,297.2
Trade debtors	468.2	206.7	11.8	1.1	—	687.8
Default funds and deposits	17.3	121.5	134.3	0.1	—	273.2
Loans receivable	—	7.7	0.4	—	—	8.1
Other debtors	142.2	11.3	0.5	0.1	0.6	154.7
Cash and cash equivalents	1,483.5	—	—	—	—	1,483.5
<b>At 31 December 2023</b>	<b>9,421.7</b>	<b>6,314.2</b>	<b>251.8</b>	<b>121.0</b>	<b>0.6</b>	<b>16,109.3</b>

	On demand \$m	Less than 3 months \$m	3 to 12 months \$m	1 to 5 years \$m	More than 5 years \$m	Total \$m
Treasury instruments	—	2,497.8	221.9	—	—	2,719.7
Equity instruments	410.0	—	—	—	—	410.0
Financial institution notes	1,894.6	—	—	—	—	1,894.6
Repurchase agreements	2,004.3	2,335.2	6.5	—	—	4,346.0
Amounts due from exchanges, clearing houses and other counterparties	565.3	3,409.0	48.2	24.2	—	4,046.7
Trade debtors	25.1	107.4	8.6	—	—	141.1
Default funds and deposits	192.3	160.4	—	—	—	352.7
Loans receivable	—	17.9	—	0.3	—	18.2
Other debtors	5.3	67.3	6.7	14.0	—	93.3
Cash and cash equivalents	910.1	—	—	—	—	910.1
<b>At 31 December 2022</b>	<b>6,007.0</b>	<b>8,595.0</b>	<b>291.9</b>	<b>38.5</b>	<b>—</b>	<b>14,932.4</b>

Both assets and liabilities are included to understand the Group's liquidity risk management, as the liquidity is managed on a net asset and liability basis. Amounts due from exchanges, clearing houses and other counterparties, trade debtors, default funds and deposits, loans receivable and other debtors are aggregated on the statement of financial position in trade and other receivables and disaggregated in note 20.

**32 Financial instruments (continued)**

**(f) Financial risk management objectives (continued)**

**Liquidity risk (continued)**

*Liquidity risk exposures (continued)*

The following table details the Group's contractual maturity for derivative financial assets and derivative financial liabilities as at 31 December 2023:

	On demand \$m	Less than 3 months \$m	3 to 12 months \$m	1 to 5 years \$m	More than 5 years \$m	Total \$m
<b>Derivative instruments</b>						
Assets	—	255.3	139.9	396.5	2.4	794.1
Liabilities	—	(248.9)	(109.0)	(181.0)	(1.8)	(540.7)
<b>At 31 December 2023</b>	<b>—</b>	<b>6.4</b>	<b>30.9</b>	<b>215.5</b>	<b>0.6</b>	<b>253.4</b>

The following table details the Group's contractual maturity for derivative financial assets and derivative financial liabilities as at 31 December 2022:

	On demand \$m	Less than 3 months \$m	3 to 12 months \$m	1 to 5 years \$m	More than 5 years \$m	Total \$m
<b>Derivative instruments</b>						
Assets	—	128.4	154.5	197.5	0.4	480.8
Liabilities	—	(134.1)	(124.9)	(35.2)	(0.1)	(294.3)
<b>At 31 December 2022</b>	<b>—</b>	<b>(5.7)</b>	<b>29.6</b>	<b>162.3</b>	<b>0.3</b>	<b>186.5</b>

Certain derivative assets and liabilities do not meet the offsetting criteria in IAS 32, but the entity has the right of offset in the case of default, insolvency or bankruptcy. Consequently, the gross amount of derivative assets of \$794.1m (2022: \$480.8m) and the gross amount of derivative liabilities of \$540.7m (2022: \$294.3m) are presented separately in the Group's statement of financial position.

**Fair value measurement**

The information set out below provides information about how the Group determines fair values of various financial assets and financial liabilities.

Management assessed that the fair values of treasury instruments, stock borrowing, reverse repurchase agreements, amounts due from exchanges, clearing houses and other counterparties, cash and short term deposits, trade receivables, repurchase agreements, stock lending and trade and other payables, approximate their carrying value amounts largely due to the short-term maturities of these instruments.

The following methods and assumptions were used to estimate the Level 2 fair values:

- The fair values of the debt securities takes the price quotations at the reporting date and compares them against internal quantitative models that require the use of multiple market inputs including commodities prices, interest and foreign exchange rates to generate a continuous yield or pricing curves and volatility factors, which are used to value the position.
- The fair value of non-listed investments relates to the Group's holding of seats and membership of the exchanges and is based upon the latest trading price.

**32 Financial instruments (continued)**

**(f) Financial risk management objectives (continued)**

***Fair value measurement (continued)***

- Where the inventory is related to scrap metals, the valuation is based on the quoted price discounted by location and grade of metal. Where there is an active market for the Group's inventory, then quoted market price will be used to value the inventory position.
- The Group enters into derivative financial instruments with various counterparties, principally financial institutions with investment grade credit ratings. Interest rate swaps, foreign exchange forward contracts and commodity forward contracts are valued using valuation techniques, which employ the use of market observable inputs. The most frequently applied valuation techniques include forward pricing and swap models using present value calculations. The models incorporate various inputs including the credit quality of counterparties, foreign exchange spot and forward rates curves of the underlying commodity. Some derivative contracts are fully cash collateralised, thereby eliminating both counterparty risk and the Group's own non-performance risk.

Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data. Some of the Group's derivative financial instruments are priced using quantitative models that require the use of multiple market inputs including commodity prices, interest and foreign exchange rates to generate continuous yield or pricing curves and volatility factors in addition to unobservable inputs, which are used to value the position and therefore qualify as Level 3 financial assets.

***Own credit***

Under IFRS 9, changes in fair value related to own credit risk for other financial liabilities designated at fair value through profit and loss are recognised in other comprehensive income. The changes in own credit risk recognised in other comprehensive income are subsequently transferred within equity to retained earnings in the same period as the sales fee income is deemed earned. The Group determines its own credit spread regularly based on a model using observable market inputs. Management estimates the own credit spread through using market observable credit spreads and paid credit spreads for public distributed products of the Group. The estimated own credit sensitivity to a 1 basis point move in credit spread is \$0.2m (2021: \$0.2m). Hence an increase in own credit spread of 1 basis point will lead to a charge of \$0.2m (2022: \$0.2m) recognised in other comprehensive income.

**32 Financial instruments (continued)**

**(f) Financial risk management objectives (continued)**

**Fair value measurement (continued)**

The following table shows an analysis of assets and liabilities recorded at fair value shown in accordance with the fair value hierarchy as at 31 December 2023 and 2022.

	Level 1 \$m	Level 2 \$m	Level 3 \$m	Total \$m
<b>Financial assets – FVTPL:</b>				
Equity instruments	1,521.3	—	—	1,521.3
Derivative instruments	1.1	789.1	0.8	791.0
Trade debtors	5.6	—	—	5.6
Inventory	144.5	18.9	—	163.4
<b>Financial assets – FVTOCI:</b>				
Investments	5.5	10.7	—	16.2
Derivative instruments	—	3.1	—	3.1
<b>Financial liabilities – FVTOCI:</b>				
Derivative instruments	—	(0.2)	—	(0.2)
<b>Financial liabilities – FVTPL:</b>				
Derivative instruments	(2.2)	(535.3)	(3.0)	(540.5)
Trade payables	(5.6)	—	—	(5.6)
Short securities	(1,924.8)	—	—	(1,924.8)
Debt securities	—	(1,854.9)	(3.0)	(1,857.9)
<b>At 31 December 2023</b>	<u>(254.6)</u>	<u>(1,568.6)</u>	<u>(5.2)</u>	<u>(1,828.4)</u>
	Level 1 \$m	Level 2 \$m	Level 3 \$m	Total \$m
<b>Financial assets – FVTPL:</b>				
Equity instruments	410.0	—	—	410.0
Derivative instruments	—	474.7	2.6	477.3
Trade Debtors	4.5	—	—	4.5
Inventory	27.5	8.3	—	35.8
<b>Financial assets – FVTOCI:</b>				
Investments	4.9	11.5	—	16.4
Derivative instruments	—	3.5	—	3.5
<b>Financial liabilities – FVTOCI:</b>				
Derivative instruments	—	(1.6)	—	(1.6)
<b>Financial liabilities – FVTPL:</b>				
Derivative instruments	—	(287.9)	(4.8)	(292.7)
Trade Payables	(4.5)	—	—	(4.5)
Short securities	(986.8)	—	—	(986.8)
Debt securities	—	(1,160.0)	—	(1,160.0)
<b>At 31 December 2022</b>	<u>(544.4)</u>	<u>(951.5)</u>	<u>(2.2)</u>	<u>(1,498.1)</u>

The above table has been restated to add trade debtors, trade payables and short securities line items.

### 32 Financial instruments (continued)

#### (f) Financial risk management objectives (continued)

##### Fair value measurement (continued)

The following table summarises the movements in the Level 3 balances during the year.

Asset and liability transfers between Level 2 and Level 3 are primarily due to either an increase or decrease in observable market activity related to an input or a change in the significance of the unobservable input, with assets and liabilities classified as Level 3 if an unobservable input is deemed significant. There were no transfers between any other levels during the year (2022: no transfers).

##### Reconciliation of Level 3 fair value measurements of financial assets

	2023 \$m	2022 \$m
<b>Balance at 1 January</b>	2.6	1.4
Purchases	—	0.9
Settlements	(2.4)	(0.6)
<b>Total gains or losses in the period recognised in the income statement:</b>		
Market Making revenue	0.6	0.9
<b>Balance at 31 December</b>	<u>0.8</u>	<u>2.6</u>

##### Reconciliation of Level 3 fair value measurements of financial liabilities

	2023 \$m	2022 \$m
<b>Balance at 1 January</b>	4.8	2.4
Purchases	0.6	1.6
Settlements	(0.7)	(0.1)
<b>Total gains or losses in the period recognised in the income statement:</b>		
Market Making revenue	2.9	0.9
Transfers out of Level 3	(4.0)	—
Transfers into Level 3	2.4	—
<b>Balance at 31 December</b>	<u>6.0</u>	<u>4.8</u>

The Group's management believes, based on the valuation approach used for the calculation of fair values and the related controls, that the Level 3 fair values are appropriate. The impact of reasonably possible alternative assumptions from the unobservable input parameters shows no significant impact on the Group's profit, comprehensive income or shareholders' equity. The Group deems the total amount of Level 3 financial assets and liabilities to be immaterial and therefore any sensitivities calculated on these balances are also deemed to be immaterial.

The Group defers day 1 gains/losses when the initial fair value of a financial instrument held at fair value through profit and loss relies on unobservable inputs. At 31 December 2023, the Group held a deferred day 1 gains/losses balance of \$3.1m (2022 \$2.3m).

### 33 Client money (segregated)

As required by the UK FCA's Client Assets Sourcebook ('CASS') rules and the CFTC's client money rules, the Group maintains certain balances on behalf of clients with banks, exchanges,

### 33 Client money (segregated) (continued)

clearing houses and brokers in segregated accounts. Segregated assets governed by the UK FCA's CASS rules and the related liabilities to clients, whose recourse is limited to segregated accounts, are not included in the Group's statement of financial position where the Group is not beneficially entitled thereto and does not share any of the risks or rewards of the assets. Excess Group cash placed in US segregated accounts to satisfy US regulations and securities held in US segregated accounts are recognised on the Group's statement of financial position.

	2023 \$m	2022 \$m
Segregated assets at banks (not recognised)	4,116.4	4,447.4
Segregated assets at exchanges, clearing houses and other counterparties (not recognised)	2,084.6	3,442.8
Segregated assets at exchanges, clearing houses and other counterparties (recognised)	4,415.6	5,059.4
	<u>10,616.6</u>	<u>12,949.6</u>

As at 31 December 2023, \$197.7m (2022: \$120.1m) of excess Group cash placed in segregated accounts to satisfy US regulations has been recorded within cash and cash equivalents and client liabilities within Trade and other payables in the statement of financial position.

### 34 Earnings per share

Basic earnings per share is calculated by dividing the profit attributable to the ordinary equity holders of the Group for the year by the weighted average number of ordinary shares and non-voting ordinary shares outstanding during the year.

Diluted EPS is calculated by dividing the profit attributable to ordinary equity holders of the Group (after adjusting for the impact of AT1 securities dividends) by the weighted average number of ordinary shares that would be issued on conversion of all the dilutive potential ordinary shares into ordinary shares.

The following table reflects the income and share data used in the basic and diluted EPS calculations:

	2023	2022	2021
Profit before tax (\$m)	196.5	121.6	69.9
Tax (\$m)	(55.2)	(23.4)	(13.4)
Profit after tax (\$m)	141.3	98.2	56.5
AT1 dividends paid (\$m)	(13.3)	(6.6)	—
Profit attributable to ordinary shareholders of the Group (\$m)	128.0	91.6	56.5
<b>Weighted average number of Ordinary shares during the year</b>	<u>109,083,693</u>	<u>109,146,580</u>	<u>110,477,964</u>
<b>Basic earnings per share (\$)</b>	<u>1.17</u>	<u>0.84</u>	<u>0.51</u>
<b>Weighted average number of Ordinary shares for basic EPS</b>	<u>109,083,693</u>	<u>109,146,580</u>	<u>110,477,964</u>
Effect of dilution from:			
Share schemes	8,621,240	5,835,142	3,963,975
<b>Weighted average number of Ordinary shares adjusted for the effect of dilution</b>	<u>117,704,933</u>	<u>114,981,722</u>	<u>114,441,939</u>
<b>Diluted earnings per share (\$)</b>	<u>1.09</u>	<u>0.80</u>	<u>0.49</u>

### 34 Earnings per share (continued)

There have been no other transactions involving ordinary shares or potential ordinary shares between the reporting date and the date of authorisation of these financial statements. The 2022 number for Share schemes and weighted average number of ordinary shares adjusted for the effect of dilution have been restated.

### 35 Related party transactions

#### (a) Parent and ultimate controlling party

The immediate parent and ultimate controlling party of the Company is Amphitryon Limited, a company incorporated in Jersey, Channel Islands.

#### (b) Key management personnel

The remuneration paid to key management personnel for their services to the Group was as follows:

	2023	2022
	\$m	\$m
Wages and salaries	46.5	47.3
Short-term monetary benefits	0.2	0.2
Defined contribution pension cost	0.1	0.1
Management Incentive Plan	16.5	12.9
	<u>63.3</u>	<u>60.5</u>

The remuneration of the highest paid Director for their services to the Group was \$4.3m (2022: \$7.3m). No pension contributions were made on their behalf whilst they were a Director of the Group (2022: \$nil).

#### (c) Key management personnel transactions

In May 2023 the Company offered all current and former employees the opportunity to sell some or all of the beneficial interest held in non-voting ordinary shares to the Employee Benefit Trust. Pursuant to that offer, in June 2023 the beneficial interest in 208,754 non-voting ordinary shares was acquired at market value from key management personnel.

#### (d) Transactions with entities having significant influence over the Group

Balances and transactions between the Company and its subsidiaries which are related parties have been eliminated on consolidation and are not disclosed in this note.

On 20 October 2020, the Company entered into a Shareholders' Agreement with Amphitryon Limited, Ocean Ring Jersey Co. Limited and Ocean Trade Lux Co S.Á.R.L. (the '2020 Shareholders' Agreement'). Pursuant to the terms of the 2020 Shareholders' Agreement, the Group paid a management fee of 2.5% of our EBITDA each year to a party associated with the ultimate parent company for services provided. For the years ended 31 December 2023, 2022 and 2021, the Group paid \$6.1m, \$3.4 million and \$2.1 million, respectively, recorded within other expenses. As at 31 December 2023, there was \$1.1m outstanding and \$1.0m as at 31 December 2022 recorded within trade and other payables.

There were no other transactions during the period or assets and liabilities outstanding as at 31 December 2023 (2022: \$nil) with other related parties.

### 36 Share-based payment

The Group operates three equity-settled share-based remuneration schemes for Executive Directors and senior management. All are United Kingdom tax authority unapproved schemes. The cost of the service is calculated by reference to the fair value of shares at the grant date, the number of shares expected to vest under the schemes and the probability that the performance and the service conditions will be met. The fair values of the shares were calculated by applying an estimated price-earnings multiple to the earnings per share of the Group, which prior to grant was approved at the Remuneration Committee. The cost of the service is recognised in the income statement over the period that the employee provides service and there is a shared understanding of the terms and conditions of the arrangement. The employee to whom these awards were granted must not depart from the Group, and such an action would require a forfeiture of some or all of the award depending on the conditions under which the employee were to leave.

#### ***Deferred Bonus Plan***

Members of the scheme are awarded a fixed number of non-voting ordinary shares vesting in three equal tranches over the three years following the date of grant. As the awards are based on the employees' annual performance, the grant date is deemed to be the beginning of the year for which the bonus had been awarded.

#### ***Retention Long Term Incentive Plan***

Members of the scheme are awarded a variable number of non-voting ordinary shares three years after the grant date. The number of shares awarded is determined by reference to a hurdle return on equity of the Group and to growth targets for the profit after tax of the Group over the three-year period.

#### ***Annual Long Term Incentive Plan***

Members of the scheme are awarded a variable number of non-voting ordinary shares three years after the grant date. The number of shares awarded is determined by reference to financial underpins; the first is a hurdle return on equity of the Group and the second underpin is growth targets for the adjusted operating profit before tax over the three-year period.

The charge for the year arising from share-based payment schemes was as follows:

	2023	2022
	\$m	\$m
Deferred Bonus Plan	13.8	6.7
Retention Long Term Incentive Plan	4.5	10.0
Annual Long Term Incentive Plan	2.0	—
Total equity-settled share-based payments	<u>20.3</u>	<u>16.7</u>



### 36 Share-based payment (continued)

#### *Movement on share awards*

	2023 No.	2022 No.
Outstanding at the beginning of the year	5,835,142	844,760*
Granted during the year	3,067,596	5,073,560*
Vested during the year	(281,498)	—
Forfeited during the year	—	(83,178)
Outstanding at the end of the year	<u>8,621,240</u>	<u>5,835,142</u>
Weighted average fair value of awards granted (\$)	<u>6.8</u>	<u>6.1</u>

\* Restated

For the purposes of the above disclosure the fair value of the awards granted during 2023 is assumed to be the final price approved by the Remuneration Committee.

#### *Previous share-based payment schemes*

In addition to the three equity-settled share-based remuneration schemes currently active and outlined above, previously the Group had other equity and cash settled share-based remuneration plans under which no more awards are being granted. However, there are certain instruments issued and outstanding under those plans as at 31 December 2023. The terms and the instruments are outlined below.

#### *Growth shares and nil cost options*

The Group offered multiple series of growth shares and some nil cost options to employees (some of whom are now former employees), including Directors and senior managers during the period between 2010 and 2020. As an equity settled scheme the nil cost options are not recognised as they are contingent on a liquidity event which is not yet considered probable. The growth shares series granted in 2010, 2011 and 2015 were fully vested prior to 1 January 2021 and, accordingly, 10.8 million growth shares were issued. Those growth shares remain subject to a bad leavers provision, under which they will be converted into deferred shares if the employee who leaves is categorised as a bad leaver. The 2016, 2019 and 2020 series will only vest on the occurrence of a liquidity event, which is defined as a sale, initial public offering, or liquidation. Refer to Note 27 – Share capital for a description of the rights of the Growth shares.

#### *Growth options*

The Group granted growth options to current and former employees under the series 2010 growth options scheme. The series 2010 growth options are exercisable upon the occurrence of a liquidity event, and will entitle the holder to a cash payment equal to the value of the 2010 growth share series. Alternatively the Group Board may determine that holders of the options instead be offered the right for their 2010 growth options to be converted into 2010 Growth Shares, but the choice of settlement will remain with the holder. All growth options were fully vested prior to 1 January 2021. At 31 December 2023, there were 185,894 (2022: 185,894) growth options outstanding. A liability commensurate with the growth share value will be recorded at fair value with the remeasurement being recognised in the income statement. Upon the liquidity event becoming probable, an amount equal to the value of the growth shares will be recognised which, as at 31 December 2023, is not material.

#### *Warrants*

Group granted warrants to certain Directors and senior managers in 2010 and 2019, giving the holders of the warrants the right to purchase in aggregate 1,143,453 non-voting ordinary shares for a

**36 Share-based payment (continued)**

***Growth options (continued)***

***Warrants (continued)***

fixed price per share. The warrants granted were fully vested prior to 1 January 2021. The warrants can be exercised upon the occurrence of a liquidity event. They are accounted for as an equity instrument.

**37 Events after balance sheet date**

***(a) Disposal of Marex North America LLC***

On 3 January 2024, the Group disposed of one of its regulated subsidiaries in the United States, Marex North America LLC ('MNA'), to an external buyer for proceeds of \$127.5m, constituting \$125m for the net assets of the business and a premium of \$2.5m. Prior to the disposal, during 2023, the business of MNA was transferred to another affiliate, Marex Capital Markets Inc. The entity being disposed of qualified as a disposal group under IFRS 5. However, as the only asset that the entity held at the balance sheet date was a receivable related to intragroup debt, which eliminates on consolidation, the entity was not disclosed as a disposal group.

***(b) Purchase of Pinnacle Fuel LLC***

On 4 January 2024, the Group acquired Pinnacle Fuel LLC ('Pinnacle') from Empire Holding LLC for a consideration of \$4.01m including a \$4m premium and \$0.01m of net assets. Pinnacle is a physical oil trading business and has been purchased by MNA Holdings LLC in order to facilitate the back-to-back oil trading business.

The initial accounting for the acquisition of net identifiable assets has only been provisionally determined. At the date of finalisation of these consolidated financial statements, the necessary market valuation and other calculations had not been finalised.

***(c) Interim dividend***

On 6 February 2024 the Company paid an interim dividend of \$44.1m to ordinary shareholders.

**38 Condensed Financial Information of Parent Company****(a) Condensed Income Statements For the year ended 31 December**

	<b>2023</b>	<b>2022</b>	<b>2021</b>
	<b>\$m</b>	<b>\$m</b>	<b>\$m</b>
Interest income	45.9	22.1	9.8
Interest expense	(35.1)	(3.9)	(3.6)
<b>Net interest income</b>	<b>10.8</b>	<b>18.2</b>	<b>6.2</b>
<b>Dividend income</b>	<b>114.7</b>	<b>5.0</b>	<b>25.0</b>
<b>Expenses:</b>			
Impairment of investments in subsidiaries	(8.2)	(32.3)	—
Other income	1.7	0.8	1.0
Other expenses	(27.9)	(5.0)	(10.0)
<b>Profit / (loss) before tax</b>	<b>91.1</b>	<b>(13.3)</b>	<b>22.2</b>
Tax	(0.9)	(1.9)	(0.7)
<b>Profit / (loss) after tax</b>	<b>90.2</b>	<b>(15.2)</b>	<b>21.5</b>
Other comprehensive (loss) / income	(6.2)	(0.1)	0.4
<b>Total Comprehensive income / (loss)</b>	<b>84.0</b>	<b>(15.3)</b>	<b>21.9</b>

**38 Condensed Financial Information of Parent Company (continued)****(b) Condensed Statements of Financial Position as at 31 December**

	2023 \$m	2022 \$m
<b>Assets</b>		
<b>Non-current assets</b>		
Investments	3.8	3.7
Investments in subsidiaries	633.3	502.7
Deferred tax	2.1	0.2
Subordinated loans due from group undertakings	59.8	352.6
<b>Total non-current assets</b>	<u>699.0</u>	<u>859.2</u>
<b>Current assets</b>		
Trade and other receivables	1,184.3	5.5
Derivative instruments	43.7	0.2
Corporation tax	—	0.1
Cash and cash equivalents	10.9	—
<b>Total current assets</b>	<u>1,238.9</u>	<u>5.8</u>
<b>Total assets</b>	<u>1,937.9</u>	<u>865.0</u>
<b>Liabilities</b>		
<b>Current liabilities</b>		
Derivative instruments	29.1	2.9
Debt securities	530.0	—
Trade and other payables	190.6	363.2
<b>Total current liabilities</b>	<u>749.7</u>	<u>366.1</u>
<b>Non-current liabilities</b>		
Debt securities	708.0	59.4
Deferred tax liability	—	0.1
<b>Total non-current liabilities</b>	<u>708.0</u>	<u>59.5</u>
<b>Total liabilities</b>	<u>1,457.7</u>	<u>425.6</u>
<b>Total net assets</b>	<u>480.2</u>	<u>439.4</u>
<b>Equity</b>		
Share capital	0.1	0.1
Share premium	134.3	134.3
Retained earnings	264.2	215.3
Additional Tier 1 capital (AT1)	97.6	97.6
Own shares	(9.8)	(7.9)
Other reserve	(6.2)	—
<b>Total equity</b>	<u>480.2</u>	<u>439.4</u>

**38 Condensed Financial Information of Parent Company (continued)**
**(c) Condensed Cash Flow Statements for the Year Ended 31 December**

	2023 \$m	2022 \$m	2021 \$m
Profit before tax	91.1	(13.3)	22.2
Adjustment to reconcile profit before tax to net cash flows:			
Impairment of investments in subsidiaries	8.2	32.3	—
Bargain purchase gain on acquisitions	(0.9)	—	—
Increase in fair value of derivative instruments	(17.3)	2.7	—
Share-based payments	20.3	16.7	—
Other revaluations	(2.1)	—	—
<b>Operating cash flows before changes in working capital</b>	<b>99.3</b>	<b>38.4</b>	<b>22.2</b>
<b>Working capital adjustments:</b>			
(Increase) / decrease in trade and other receivables	(1,127.9)	2.5	(3.0)
(Decrease) / increase in trade and other payables	(172.6)	51.8	80.6
Increase in equity instruments	(188.8)	(118.1)	(1.1)
Increase in debt securities	1,170.4	59.4	50.0
<b>Cash (outflow) / inflow from operating activities</b>	<b>(219.6)</b>	<b>34.0</b>	<b>148.7</b>
Corporation tax paid	(0.9)	(3.6)	(0.6)
<b>Net cash (outflow) / inflow from operating activities</b>	<b>(220.5)</b>	<b>30.4</b>	<b>148.1</b>
<b>Investing activities</b>			
Decrease / (increase) in subordinated loan receivable	292.8	(63.5)	(128.1)
<b>Net cash inflow / (outflow) from investing activities</b>	<b>292.8</b>	<b>(63.5)</b>	<b>(128.1)</b>
<b>Financing activities</b>			
Proceeds from issuance of additional Tier 1 capital (AT1)	—	100.0	—
Issuance costs of additional Tier 1 capital (AT1)	—	(2.4)	—
Repayment of Tier 2 debt securities	—	(50.0)	—
Purchase of own shares	(3.1)	(7.9)	—
Dividends paid	(58.3)	(6.6)	(20.0)
<b>Net cash (outflow) / inflow from financing activities</b>	<b>(61.4)</b>	<b>33.1</b>	<b>(20.0)</b>
<b>Net increase in cash and cash equivalents</b>	<b>10.9</b>	<b>—</b>	<b>—</b>
<b>Cash and cash equivalents</b>			
Cash at banks and on hand and short-term deposits at 1 January	—	—	—
Increase in cash	10.9	—	—
<b>Cash and cash equivalents at 31 December</b>	<b>10.9</b>	<b>—</b>	<b>—</b>

**38 Condensed Financial Information of Parent Company (continued)**

**(d) Notes**

**Investments in subsidiaries**

In the Parent Company only financial statements, the Company's investments in subsidiaries are recorded at historic cost less accumulated impairment, in accordance with IAS 27, "*Separate Financial Statements*". in which the impairment test performed on the assessment of investments in subsidiaries is performed in accordance with IAS 36, "*Impairment of Assets*".

The Parent Company received dividends from subsidiaries of \$114.7m during 2023 (2022: \$5.0m, 2021: \$25.0m).

Ordinary Shares



**Barclays\***

**Goldman Sachs & Co. LLC\***

**Jefferies**

**Keefe, Bruyette & Woods**  
*A Stifel Company*

\* *Listed alphabetically.*

Through and including \_\_\_\_\_, 2024 (25 days after the commencement of this offering), all dealers that buy, sell or trade our ordinary shares, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

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**PART II**

**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 6. Indemnification of Directors and Officers**

To the extent permitted by law, our amended and restated articles of association provide that the directors and officers of Marex Group plc or any associated company shall be entitled to be indemnified against all losses or liabilities which they incur in execution of their duty in their respective offices. We intend to enter into deeds of indemnity with each of our executive officers and directors prior to the consummation of this offering.

Subject to the provisions of the Companies Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, our executive officers and directors (each a "Relevant Officer") shall have the benefit of a deed of indemnity containing provisions that entitle each Relevant Officer to be indemnified against any liability incurred by or attaching to them (and including all charges, losses, liabilities and damages and all properly incurred costs and expenses incurred by them in relation thereto to the fullest extent permitted by law), provided that our amended and restated articles of association shall not authorize any such person to indemnification to the extent that it would be prohibited or rendered void under the Companies Act or other applicable law, in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise by them in relation to us or any of our associated companies (as defined in section 256 of the Companies Act) thereof, other than: (i) any liability incurred to us or any of our associated companies; (ii) the payment of a fine imposed in any criminal proceeding or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); (iii) the defense of any criminal proceeding if the Relevant Officer is convicted; (iv) the defense of any civil proceeding brought by us or our associated companies in which judgment is given against the Relevant Officer; (v) any claim which our board of directors determines as arising from the Relevant Officer's fraud or willful default or which a court has determined as arising from the Relevant Officer's fraud, willful default, recklessness or gross negligence; and (vi) any application for relief under sections 661(3), 661(4) or 1157 of the Companies Act in which the court refuses to grant relief to the Relevant Officer.

Subject to the provisions of the Companies Act, pursuant to a deed of indemnity, the Company may provide any Relevant Officer with funds to meet reasonable costs and expenditures incurred or to be incurred by them: (i) in defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust or otherwise by them in relation to the Company or an associated company thereof, or (ii) in connection with any application for relief under the Companies Act and otherwise may take any action to enable any such Relevant Officer to avoid incurring such expenditure. Relevant Officers who have received payment from the Company under the relevant indemnification provisions must repay the amount they received in accordance with the Companies Act or in any other circumstances that the Company may prescribe or where the Company has reserved the right to require repayment.

The underwriting agreement that the Company will enter into in connection with the offering of ordinary shares being registered hereby provides that the underwriters will indemnify, under certain conditions, the Relevant Officers of the Company against certain liabilities arising in connection with this offering.



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We provide executive officers' and directors' liability insurance for our executive officers and directors against civil liabilities, which they may incur in connection with their activities on behalf of our company. We intend to expand our insurance coverage against such liabilities, including by providing for coverage against liabilities under the Securities Act.

In the underwriting agreement, the form of which is filed as Exhibit 1.1 to this Registration Statement, the underwriters will agree to indemnify, under certain conditions, us and persons who control our company within the meaning of the Securities Act, against certain liabilities, but only to the extent that such liabilities are caused by information relating to the underwriters furnished to us in writing expressly for use in this registration statement and certain other disclosure documents.

Insofar as indemnification of liabilities arising under the Securities Act may be permitted to our executive officers, directors or persons controlling us pursuant to the foregoing provisions, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

### **Item 7. Recent Sales of Unregistered Securities**

During the past three years, Marex Group plc issued the following securities without registration under the Securities Act:

- **Structured Notes Program:** We issued a total of 7,430 Structured Securities during the past three years for a total aggregate offering price of approximately \$5,825.3 million. Our Structured Securities are warrants, certificates or notes, including auto-callable, fixed, stability and capital-linked notes with varied terms and were issued as part of our Financial Products business. We used the proceeds of the issuance of the Structured Securities to diversify our sources of funding and for general corporate purposes. Our Structured Securities are customarily purchased by institutional investors.
- **EMTN Program:** In February 2023, we issued an aggregate principal amount of €300.0 million of 8.375% senior fixed rates notes due February 2, 2028, under our EMTN Program (the proceeds of which were subsequently swapped to USD at an interest rate of SOFR plus 612 basis points). We used the proceeds of the issuance of the 2028 Notes for general corporate purposes, which included the funding of acquisitions. Our 2028 Notes were purchased by institutional investors focused on fixed income debt securities.
- **AT1 Securities:** In June 2022, we issued an aggregate principal amount of \$100.0 million of Additional Tier 1 13.25% fixed rate perpetual subordinated contingent convertible notes for an aggregate offering price, net of issuance costs, of €97.6 million. We used the proceeds of the issuance of the AT1 Securities for general corporate purposes. Our AT1 Securities were purchased by institutional investors focused on fixed income debt securities with a small proportion also purchased by senior management.

Such securities were issued in reliance on the exemption contained in Section 4(a)(2) of the Securities Act on the basis that the transaction will not involve a public offering. No underwriters were involved in these transactions.

No underwriter or underwriting discount or commission was involved in any of the transactions set forth in Item 7.

**Item 8. Exhibits**

- (a) The Exhibit Index is hereby incorporated herein by reference.
- (b) Financial Statement Schedules.

All schedules have been omitted because they are not required, are not applicable or the information is otherwise set forth in the Consolidated Financial Statements and related notes thereto.

**Item 9. Undertakings**

(a) The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction, the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby further undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
1.1*	Form of Underwriting Agreement
3.1	<a href="#">Amended and Restated Articles of Association of the Registrant</a>
5.1	<a href="#">Opinion of Herbert Smith Freehills LLP, counsel to the Registrant, as to the validity of the ordinary shares (including consent)</a>
10.1*	Form of Shareholders' Agreement by and among the Registrant and certain shareholders of the Registrant
10.2*	Form of Registration Rights Agreement by and among the Registrant and certain shareholders of the Registrant
10.3*	Form of Deed of Indemnity
10.4*	Marex Group plc Retention Long Term Incentive Plan
10.5*	Marex Group plc 2021 Deferred Bonus Plan
10.6*	Marex Group plc 2022 Deferred Bonus Plan
10.7*	Form of Long-Term Incentive Plan
10.8	<a href="#">Revolving Credit Facility by and among Lloyd's Bank dated March 2014, as amended on June 30, 2023, by and among the Company, Barclays Bank plc, HSBC Bank plc, Bank of China Limited, London Branch, and Industrial and Commercial Bank of China Limited, London Branch</a>
10.9*	Marex Group plc Global Omnibus Plan
10.10*	Marex Group plc Employee Share Purchase Plan
21.1	<a href="#">List of subsidiaries of the Registrant</a>
23.1	<a href="#">Consent of Deloitte LLP, an independent registered public accounting firm</a>
23.2	<a href="#">Consent of Herbert Smith Freehills LLP (included in Exhibit 5.1)</a>
24.1	<a href="#">Power of Attorney (included in signature page to Registration Statement)</a>
99.1	<a href="#">Consent of Director Nominees</a>
107	<a href="#">Calculation of Filing Fee Table</a>

\* To be filed by amendment.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in London, the United Kingdom on March 26, 2024.

**Marex Group plc**

By: /s/ Ian Lowitt

Name: Ian Lowitt

Title: Chief Executive Officer

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KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Ian Lowitt and Robert Irvin as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead in any and all capacities, in connection with this registration statement, including to sign in the name and on behalf of the undersigned, this registration statement and any and all amendments thereto, including post-effective amendments and registrations filed pursuant to Rule 462 under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons on March 26, 2024 in the capacities indicated:

<u>Name</u>	<u>Title</u>
<u>/s/ Ian Lowitt</u> Ian Lowitt	Chief Executive Officer and Director (principal executive officer)
<u>/s/ Robert Irvin</u> Robert Irvin	Chief Financial Officer and Director (principal financial officer and principal accounting officer)
<u>/s/ Robert Pickering</u> Robert Pickering	Chair of the Board of Directors
<u>/s/ Madelyn Antoncic</u> Madelyn Antoncic	Director
<u>/s/ Konstantin Graf von Schweinitz</u> Konstantin Graf von Schweinitz	Director
<u>/s/ Sarah Ing</u> Sarah Ing	Director
<u>/s/ Linda Myers</u> Linda Myers	Director
<u>/s/ Roger Nagioff</u> Roger Nagioff	Director

**SIGNATURE OF AUTHORIZED U.S. REPRESENTATIVE OF REGISTRANT**

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned, the duly authorized representative in the United States of Marex Group plc has signed this registration statement on March 26, 2024.

Marex Capital Markets, Inc.

By: /s/ Michael Conti

Name: Michael Conti

Title: Head of Legal - North America

Company No: 5613060

The Companies Act 2006

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PUBLIC COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

OF

MAREX GROUP PLC

(Adopted with effect from the US Listing by Special Resolution passed on 21 March 2024)

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**ARTICLES OF ASSOCIATION**

**of**

**MAREX GROUP PLC**

(adopted with effect from the US Listing by special resolution passed on 21 March 2024)

**PRELIMINARY**

**Definitions**

1. (1) In these articles the following words bear the following meanings:

“**Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

“**Affiliate**” means, in relation to a person, any other person directly or indirectly controlling, controlled by or under common control with such person, where ‘control’ means the possession, directly or indirectly, of the power to direct the management and policies of a person whether through the ownership of voting securities, contract or otherwise, provided that an Affiliate shall not include any portfolio companies of a person;

“**articles**” means the articles of association of the Company;

“**board**” or “**board of directors**” means the directors or any of them duly acting as the board of the Company;

“**clear days**” means in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

“**default shares**” has the meaning given to in article 45;

“**Deferred Shares**” means the deferred shares issued by the Company and having the rights set out in articles 7 to 9;

“**director**” means a director of the Company;

“**DTC**” means The Depository Trust Company and any Affiliate or nominee therefor, including Cede & Co., and any successors thereto;

“**electronic address**” means any number or address used for the purposes of sending or receiving notices, documents or information by electronic means;

“**electronic form**” has the same meaning as in the Acts;

“**electronic means**” has the same meaning as in the Acts;

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

“**executed**” means any mode of execution;

“**holder**” means in relation to shares, the member whose name is entered in the register of members as the holder of the shares;

“**Office**” means the registered office of the Company;

“**Operator**” means the Operator of a relevant system (as defined in the Uncertificated Securities Regulations) or the transfer agent of the Company (as applicable);

“**Ordinary Shares**” means the ordinary shares issued by the Company having the rights set out in these articles;

“**participating security**” means a share or other security title to units of which is permitted to be transferred by means of a relevant system;

“**relevant system**” means any computer-based system and procedures permitted by the Uncertificated Securities Regulations or other applicable regulations, which enable title to shares or other securities to be evidenced and transferred without a written instrument and which facilitate supplementary and incidental matters;

“**seal**” means the common seal (if any) of the Company and an official seal (if any) kept by the Company by virtue of section 50 of the Companies Act 2006, or either of them as the case may require;

“**secretary**” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

“**Section 793 Notice**” has the meaning given to in article 45;

“**Securities Act**” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

“**Uncertificated Securities Regulations**” means the Uncertificated Securities Regulations 2001;

“**US Listing**” means the admission to trading of the Ordinary Shares on the Nasdaq Global Select Market; and

“**US\$**” means the lawful currency of the United States.

- (2) In these articles, references to a share being in uncertificated form are references to that share being an uncertificated unit of a security and references to a share being in certificated form are references to that share being a certificated unit of a security, provided that any reference to a share in uncertificated form applies only to a share of a class which is, for the time being, a participating security, and only for so long as it remains a participating security.
- (3) Save as aforesaid and unless the context otherwise requires, words or expressions contained in these articles have the same meaning as in the Companies Act 2006 or the Uncertificated Securities Regulations (as the case may be).
- (4) Except where otherwise expressly stated, a reference in these articles to any primary or delegated legislation or legislative provision includes a reference to any modification or re-enactment of it for the time being in force.
- (5) In these articles, unless the context otherwise requires:
  - (a) words in the singular include the plural, and vice versa;
  - (b) words importing any gender include all genders; and
  - (c) a reference to a person includes a reference to a body corporate and to an unincorporated body of persons.
- (6) In these articles:
  - (a) references to writing include references to typewriting, printing, lithography, photography and any other modes of representing or reproducing words in a legible and non-transitory form, whether sent or supplied in electronic form or made available on a website or otherwise;
  - (b) the words and phrases “other”, “otherwise”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible; and

(c) references to a power are to a power of any kind, whether administrative, discretionary or otherwise.

(7) The headings are inserted for convenience only and do not affect the construction of these articles.

#### **Exclusion of other regulations**

2. No regulations or model articles contained in any statute or subordinate legislation (including, without prejudice to such generality, the regulations contained in the Companies (Model Articles) Regulations 2008) shall apply as the articles of the Company.

### **SHARE CAPITAL**

#### **Share capital**

3. The share capital of the Company is comprised of:

- (1) Ordinary Shares of US\$0.00165 each; and
- (2) Deferred Shares of £0.000469 each.

4. The Ordinary Shares and the Deferred Shares shall constitute separate classes of shares.

5. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by these articles or by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

#### **Liability of members**

6. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

#### **Share rights**

7. The holders of the Deferred Shares shall not be entitled to any dividend in respect of such shares.

8. On a return of capital on a winding up or otherwise, the assets of the company available for distribution to its members shall be applied to the holders of shares in the following order of priority:

- (1) in paying a sum equal to £1 to be distributed to the holders of the Deferred Shares pro-rata according to the number of Deferred Shares held by them (rounded to the nearest £0.01, but such that the total paid in aggregate to all the holders shall in no event exceed £1, with the board having the final say on the allocation thereof); and
- (2) thereafter distributing the balance to the holders of the Ordinary Shares pro-rata according to the number of Ordinary Shares held by them.

9. The holders of the Deferred Shares shall not be entitled to receive notice of, attend or vote at any general meeting in respect of such shares.

#### **Deferred Shares**

10. Notwithstanding any other provision of these articles, but subject to the Companies Act 2006, the Company shall have the power and authority at any time to purchase all or any of the Deferred Shares for an aggregate consideration of £1. The Company shall also, subject to the Companies Act 2006, be entitled to cancel the Deferred Shares without paying any consideration to the holders of such shares.

#### **Further issues and rights attaching to shares on issue**

11. (1) Without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or, if the Company has not so determined, as the directors may determine.
- (2) In the event that rights and restrictions attaching to shares are determined by ordinary resolution or by the directors pursuant to this article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the Companies Act 2006 in the absence of any provisions in these articles, as if those rights and restrictions were set out in these articles.

#### **Redeemable shares**

12. (1) Any share may be issued which is or is to be liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such share.
- (2) In the event that rights and restrictions attaching to shares are determined by the directors pursuant to this article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the Companies Act 2006 in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the articles.

#### **Payment of commissions**

13. The Company may exercise the powers of paying commissions conferred by the Acts. Any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares, or partly in one way and partly in the other, and may be in respect of a conditional or an absolute subscription.

#### **Trusts not recognised**

14. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust. Except as otherwise provided by these articles or by law, the Company shall not be bound by or recognise (even if having notice of it) any equitable, contingent, future, partial or other claim or any interest in any share other than the holder's absolute ownership of it and all the rights attaching to it.

#### **Uncertificated shares**

15. Without prejudice to any powers which the Company or the directors may have to issue, allot, dispose of, convert, or otherwise deal with or make arrangements in relation to shares and other securities in any form:

- (a) the holding of shares in uncertificated form and the transfer of title to such shares by means of a relevant system shall be permitted; and
- (b) the Company may issue shares in uncertificated form and may convert shares from certificated form to uncertificated form and vice versa.

If and to the extent that any provision of these articles is inconsistent with such holding or transfer as is referred to in paragraph (a) of this article or with any provision of the Uncertificated Securities Regulations or other applicable regulations, it shall not apply to any share in uncertificated form.

#### **Separate holdings of shares in certificated and uncertificated form**

16. Notwithstanding anything else contained in these articles, where any class of shares is, for the time being, a participating security, unless the directors otherwise determine, shares of any such class held by the same holder or joint holder in certificated form and uncertificated form shall be treated as separate holdings.

## VARIATION OF RIGHTS

### Variation of rights

17. If at any time the capital of the Company is divided into different classes of shares, the rights attached to any class may be varied, either while the Company is a going concern or during or in contemplation of a winding up:
- (a) in such manner (if any) as may be provided by those rights; or
  - (b) in the absence of any such provision, with the consent in writing of the holders of three-quarters in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares), or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class,

but not otherwise. To every such separate meeting the provisions of these articles relating to general meetings shall apply, except that the necessary quorum shall be (i) at any such meeting other than an adjourned meeting, two persons together holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (excluding any shares of that class held as treasury shares); and (ii) at an adjourned meeting, one person holding shares of the class in question (other than treasury shares) or their proxy.

### Rights deemed not varied

18. Unless otherwise expressly provided by the rights attached to any class of shares, those rights shall be deemed not to be varied by the purchase by the Company of any of its own shares or the holding of such shares as treasury shares.

## SHARE CERTIFICATES

### Rights to share certificates

19. (1) On becoming the holder of any share other than a share in uncertificated form, every person (other than a financial institution in respect of whom the Company is not required by law to complete and have ready a certificate, referred to in this article as a "financial institution") shall be entitled, without payment, to have issued to them within two months after allotment or lodgement of a transfer (unless the terms of issue of the shares provide otherwise) one certificate for all the shares of each class registered in their name or, upon payment for every certificate after the first of such reasonable sum as the directors may determine, several certificates each for one or more of their shares.
- (2) Every certificate shall be issued under the seal or under such other form of authentication as the directors may determine (which may include manual or facsimile signatures by one or more directors and/or the secretary which may be applied to or printed on such certificates by mechanical or electronic means), and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up on them.
- (3) Where a member (other than a financial institution) has transferred part only of the shares comprised in a certificate, the member is entitled, without payment, to have issued to them a certificate in respect of the balance of shares held by them or, upon payment for every certificate after the first of such reasonable sum as the directors may determine, several certificates each for one or more of their shares.
- (4) When a member's (other than a financial institution's) holding of shares of a particular class increases, the Company may issue that member with a single, consolidated certificate in respect of all the shares of a particular class which that member holds or a separate certificate in respect of only those shares by which that member's holding has increased.

- (5) A member (other than a financial institution) may request the Company, in writing, to replace the member's separate certificates with a consolidated certificate or the member's consolidated certificate with two or more separate certificates representing such proportion of the shares as the member may specify, provided that any certificate(s) which it is (or they are) to replace has first been returned to the Company for cancellation. When the Company complies with such a request it may charge such reasonable sum as the directors may determine for doing so.
- (6) The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to whichever of the joint holders' names appears first on the register of members in respect of the joint holding shall be a sufficient delivery to all of them.
- (7) If a certificate issued in respect of a member's shares is damaged or defaced or said to be lost, stolen or destroyed, then that member is entitled to be issued with a replacement certificate in respect of the same shares. A member exercising the right to be issued with such a replacement certificate:
  - (a) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
  - (b) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors may determine.
- (8) Any share certificate sent by the Company (or its agent) is sent at the risk of the member or other person entitled to the certificate and the Company (and its agent) will not be responsible for any share certificate lost or destroyed in the course of delivery.

## **LIEN**

### **Company's lien on shares not fully paid**

20. The Company has a lien over every share which is partly paid for all amounts (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may declare any share to be wholly or in part exempt from the provisions of this article. The Company's lien over a share takes priority over any third party's interest in that share, and extends to any dividend or other money payable by the Company in respect of that share (and, if the lien is enforced and the share is sold by the Company, the proceeds of sale of that share).

### **Enforcing lien by sale**

21. The Company may sell, in such manner as the directors determine, any share on which the Company has a lien if an amount in respect of which the lien exists is presently payable and is not paid within 14 clear days after notice has been given to the holder of the share, or the person entitled to it in consequence of the death or bankruptcy of the holder or otherwise by operation of law, demanding payment and stating that if the notice is not complied with the shares may be sold.

### **Giving effect to a sale**

22. To give effect to a sale:
  - (a) in the case of share(s) in certificated form, the directors may authorise any person to execute an instrument of transfer of the share(s) to the purchaser or a person nominated by the purchaser and take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect such transfer;

- (b) in the case of share(s) in uncertificated form, the directors may:
- (i) to enable the Company to deal with the share(s) in accordance with the provisions of this article, require or procure any relevant person or the Operator (as applicable) to convert the share(s) into certificated form; and
  - (ii) after such conversion, authorise any person to execute an instrument of transfer to the purchaser or a person nominated by the purchaser and take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer,

and the transferee shall not be bound to see to the application of the proceeds of sale, nor shall the title to the share(s) be affected by any irregularity in or invalidity of the proceedings relating to the sale.

#### **Application of proceeds of sale**

23. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the amount for which the lien exists as is presently payable. Any residue shall (upon surrender to the Company for cancellation of the certificate for the share sold, in the case of a share in certificated form, and subject to a like lien for any amount not presently payable as existed upon the share before the sale) be paid to the person entitled to the share(s) at the date of the sale.

### **CALLS ON SHARES AND FORFEITURE**

#### **Calls**

24. Subject to the terms of allotment, the directors may make calls upon the members in respect of any amounts unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on their shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of an amount due under it, be revoked in whole or in part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon them notwithstanding the subsequent transfer of the shares in respect of which the call was made.
25. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

#### **Joint and several liability in respect of calls**

26. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of it.

#### **Interest**

27. If a call or an instalment of a call remains unpaid after it has become due and payable the person from whom it is due shall pay interest on the amount unpaid, from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the shares in question or fixed in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined in the Acts). The directors may, however, waive payment of the interest wholly or in part.

#### **Sums treated as calls**

28. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid these articles shall apply as if that sum had become due and payable by virtue of a call.

**Power to differentiate**

29. Subject to the terms of allotment, the directors may differentiate between the holders in the amounts and times of payment of calls on their shares.

**Payment of calls in advance**

30. The directors may receive from any member willing to advance it all or any part of the amount unpaid on the shares held by them (beyond the sums actually called up) as a payment in advance of calls, and such payment shall, to the extent of it, extinguish the liability on the shares in respect of which it is advanced. The Company may pay interest on the amount so received, or so much of it as exceeds the sums called up on the shares in respect of which it has been received, at such rate (if any) as the member and the directors agree.

**Notice if call not paid and forfeiture**

31. If a call or an instalment of a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than 14 clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited. If the notice is not complied with, any shares in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends and other amounts payable in respect of the forfeited shares and not paid before the forfeiture.

**Sale of forfeited shares**

32. A forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder (including a person who was entitled to the share in consequence of the death or bankruptcy of the holder or otherwise by operation of law) or to any other person and, at any time before the disposition, the forfeiture may be cancelled on such terms as the directors determine. Where for the purposes of its disposal a forfeited share is to be transferred to any person:

- (a) in the case of a share in certificated form, the directors may authorise any person to execute an instrument of transfer and take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer; and
- (b) in the case of a share in uncertificated form, the directors may:
  - (i) to enable the Company to deal with the share in accordance with the provisions of this article, require or procure any relevant person or the Operator (as applicable) to convert the share into certificated form; and
  - (ii) after such conversion, authorise any person to execute an instrument of transfer to the purchaser or a person nominated by the purchaser and take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer,

and the transferee shall not be bound to see to the application of the proceeds of sale, nor shall the title to the shares be affected by any irregularity in or invalidity of the proceedings relating to the sale.

**Cessation of membership and continuing liability**

33. A person whose shares have been forfeited shall cease to be a member in respect of the shares forfeited and shall surrender to the Company for cancellation any certificate for the shares forfeited. However, such person shall remain liable to the Company for all amounts which at the date of forfeiture were presently payable by them to the Company in respect of those shares with interest at the rate at which interest was payable on those amounts before



the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Acts) from the date of forfeiture until payment. The directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

#### **Statutory declaration as to forfeiture**

34. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary, in the case of a share in certificated form) constitute good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall their title to the share be affected by any irregularity in or invalidity of the proceedings relating to the forfeiture or disposal of the share.

### **TRANSFER OF SHARES**

#### **Transfer of shares in certificated form**

35. The instrument of transfer of a share in certificated form may be in writing in any usual form or common form or in any other form which the directors approve and shall be executed by or on behalf of the transferor and, where the share is not fully paid, also by or on behalf of the transferee.

#### **Transfer of shares in uncertificated form**

36. Where any class of shares is, for the time being, a participating security, title to shares of that class which are recorded on an Operator register of members as being held in uncertificated form may be transferred by means of the relevant system concerned. The transfer may not be in favour of more than four transferees.

#### **Refusal to register transfers**

37. (1) The directors may, in their absolute discretion, refuse to register the transfer of a share in certificated form which is not fully paid. They may also refuse to register a transfer of a share in certificated form (whether fully paid or not) unless the instrument of transfer:
- (a) is lodged, duly stamped, at the Office or at such other place as the directors may appoint and (except in the case of a transfer by a financial institution where a certificate has not been issued in respect of the share) is accompanied by the certificate for the share to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;
  - (b) is in respect of only one class of share; and
  - (c) is in favour of not more than four transferees.
- (2) The directors may refuse to register a transfer of a share in uncertificated form to a person who is to hold it thereafter in certificated form in any case where the Company is entitled to refuse (or is excepted from the requirement) under the Uncertificated Securities Regulations or other applicable regulations to register the transfer.

#### **Notice of and reasons for refusal**

38. If the directors refuse to register a transfer of a share, they shall as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company (in the case of a transfer of a share in certificated form) or the date on which the transfer instructions were received by the Company or the Operator (in the case of a transfer

of a share in uncertificated form to a person who is to hold it thereafter in certificated form) send to the transferee notice of the refusal together with reasons for the refusal. The directors shall send such further information about the reasons for the refusal to the transferee as the transferee may reasonably request.

#### **No fee for registration**

39. No fee shall be charged for the registration of any instrument of transfer or other document or instruction relating to or affecting the title to any share.

#### **Retention or return of instrument of transfer**

40. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall (except in the case of fraud) be returned to the person lodging it when notice of the refusal is given.

#### **Recognition of renunciation**

41. Nothing in these articles shall preclude the directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.

## **TRANSMISSION OF SHARES**

#### **Transmission on death**

42. If a member dies the survivor or survivors where they were a joint holder, or their personal representatives where they were a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to the deceased member's interest. However, nothing in this article shall release the estate of a deceased member from any liability in respect of any share which had been solely or jointly held by them.

#### **Election of person entitled by transmission**

43. A person becoming entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law may, upon such evidence being produced as the directors may properly require to show their title to the share, elect either to become the holder of the share or to have some person nominated by them registered as the transferee. If they elect to become the holder they shall give notice to the Company to that effect. If they elect to have another person registered they shall transfer title to the share to that person. All the provisions of these articles relating to the transfer of shares shall apply to the notice or instrument of transfer (if any) as if it were an instrument of transfer signed by the member and the death or bankruptcy of the member or other event giving rise to the entitlement to the share by operation of law had not occurred.

#### **Rights of person entitled by transmission**

44. A person becoming entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law shall, after giving notice to the Company of their entitlement to the share and upon such evidence being produced as the directors may properly require to show their title to the share, have the rights to which they would be entitled if they were the holder of the share, except that they shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any general meeting or at any separate meeting of the holders of any class of shares. A person entitled to a share who has elected for that share to be transferred to some other person pursuant to article 43 shall cease to be entitled to any rights in relation to such share upon that other person being registered as the holder of that share.

## DISCLOSURE OF INTERESTS

### Disclosure of interests

45. (1) If a member, or any other person appearing to be interested in shares held by that member, has been given a notice under section 793 of the Companies Act 2006 (a “Section 793 Notice”) and has failed in relation to any shares that relate to such notice (the “default shares”) to give the Company the information thereby required within 14 days from the date of giving the notice, the following sanctions shall apply, unless the directors otherwise determine, in their absolute discretion, in relation to the default shares, including following any transfer of the default shares unless the transfer is an excepted transfer under this article:
- (a) the member shall not be entitled in respect of the default shares to be present or to vote (either in person or by representative or proxy) at any general meeting or at any separate meeting of the holders of any class of shares or on any poll; and
  - (b) where the default shares represent at least 0.25 per cent of their class (calculated exclusive of treasury shares):
    - (i) any dividend payable in respect of the default shares shall be withheld by the Company, which shall not have any obligation to pay interest on it, and the member shall not be entitled to elect, pursuant to these articles, to receive shares instead of that dividend;
    - (ii) no transfer, other than an excepted transfer, of any default shares held by the member in certificated form shall be registered unless:
      - (A) the member is not themselves in default as regards supplying the information required; and
      - (B) the member proves to the satisfaction of the directors that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer; and
    - (iii) for the purposes of sub-paragraph (1)(b)(ii) of this article, in the case of any default shares held by the member in uncertificated form or in the case of any other person who is interested in default shares, the directors may require the beneficial owner of such default shares:
      - (A) to change the holding of such default shares from uncertificated form into certificated form in the name of the member or, where such default shares are held by DTC, into certificated shares only in the name of the person recorded by DTC as being the person on whose behalf DTC holds such shares within a specified period;
      - (B) then to hold such default shares in certificated form for so long as the default subsists; and
      - (C) to appoint any person to take any steps, by instruction by means of a relevant system or otherwise, in the name of the beneficial holder of default shares as may be required to change such default shares from uncertificated form into certificated form (and such steps shall be effective as if they had been taken by such holder).

- (2) Where the sanctions under paragraph (1) of this article apply in relation to any default shares, they shall cease to have effect at the end of the period of seven days (or such shorter period as the directors may determine) following the earlier of:
- (a) receipt by the Company of the information required by the notice mentioned in that paragraph; and
  - (b) receipt by the Company of notice that the default shares have been transferred by means of an excepted transfer.
- The directors may suspend or cancel any of the sanctions at any time in relation to any default shares.
- (3) Any new shares in the Company issued in right of default shares shall be subject to the same sanctions as apply to the default shares, and the directors may make any right to an allotment of the new shares subject to sanctions corresponding to those which will apply to those shares on issue, provided that:
- (a) any sanctions applying to, or to a right to, new shares by virtue of this paragraph shall cease to have effect when the sanctions applying to the related default shares cease to have effect (and shall be suspended or cancelled if and to the extent that the sanctions applying to the related default shares are suspended or cancelled); and
  - (b) paragraph (1) of this article shall apply to the exclusion of this paragraph (3) if the Company gives a separate notice under section 793 of the Companies Act 2006 in relation to the new shares.
- (4) Where, on the basis of information obtained from a member in respect of any share held by them, the Company gives a Section 793 Notice to any other person, it shall at the same time send a copy of the notice to the member. The accidental omission to do so, or the non-receipt by the member of the copy, shall, however, not invalidate or otherwise affect the application of this article.
- (5) For the purposes of this article:
- (a) where a person receives a Section 793 Notice, that person is not considered for the purposes of this article to have an interest or to be a person appearing to have an interest, in any shares held by DTC or in which DTC is otherwise interested other than those shares specified in the Section 793 Notice and default shares shall be construed accordingly;
  - (b) where a Section 793 Notice has been served on DTC, the obligations of DTC shall be limited to disclosing to the Company such information requested in the Section 793 Notice relating to any person appearing to be interested in the shares held by it and specified in the Section 793 Notice as has been recorded by DTC and the provision of such information shall be at the Company's cost;
  - (c) a person, other than the member holding a share, shall be treated as appearing to be interested in that share if the member has informed the Company that the person is, or may be, so interested, or if the Company (after taking account of any information obtained from the member or, pursuant to a Section 793 Notice, from anyone else) knows or has reasonable cause to believe that the person is, or may be, so interested;
  - (d) "interested" shall be construed in the same way as it is for the purpose of section 793 of the Companies Act 2006;
  - (e) reference to a person having failed to give the Company the information required by a notice, includes (i) reference to their having failed or refused to give all or any part of it; (ii) reference to their having given any information which they know to be false in a material particular or having recklessly given information which is false in a material particular; and (iii) reference to the Company knowing or having reasonable cause to believe that any of the information provided is false or materially incorrect or incomplete; and

- (f) an “excepted transfer” means, in relation to any shares held by a member:
  - (i) a transfer pursuant to acceptance of a takeover offer (within the meaning of section 974 of the Companies Act 2006) in respect of shares in the Company;
  - (ii) a transfer in consequence of a sale made through any stock exchange on which the Company’s shares are normally traded; or
  - (iii) a transfer which is shown to the satisfaction of the directors to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares.
- (6) Nothing in this article shall limit the powers of the Company under section 794 of the Companies Act 2006 or any other powers of the Company whatsoever.

#### UNTRACED MEMBERS

##### Untraced members

- 46. (1) The Company shall be entitled to sell (at any time after becoming entitled to do so) any share held by a member, or any share to which a person is entitled by transmission (including in consequence of the death or bankruptcy of the member or otherwise by operation of law), if:
  - (a) for a period of 12 years no cheque or warrant or other method of payment for amounts payable in respect of the share sent and payable in a manner authorised by these articles has been cashed or effected and no communication has been received by the Company from the member or person concerned;
  - (b) during that period at least three dividends have become payable on the share (whether interim or final) and no such dividend has been claimed by the member or person concerned;
  - (c) the Company has, at any time after the expiration of that period, sent a notice to the registered address or last known address of the member or person concerned of its intention to sell such share and, before sending such a notice to the member or other person concerned, the Company has taken such steps as it considers reasonable in the circumstances to trace the member or other person entitled, including engaging, if considered appropriate in relation to such share, a professional asset reunification company or other tracing agent; and
  - (d) the Company has not, during the further period of three months following the sending of the notice referred to in sub-paragraph (c) above and prior to the sale of the share, received any communication from the member or person concerned.
- (2) The Company shall also be entitled to sell any additional share issued during the said period of 12 years in right of any share to which paragraph (1) of this article applies (or in right of any share so issued), if the criteria in sub-paragraphs (a), (c) and (d) of that paragraph are satisfied in relation to the additional share (but as if the words “for a period of 12 years” were omitted from sub-paragraph (a) and the words “, after the expiration of that period,” were omitted from sub-paragraph (c)).

- (3) A sale of any shares pursuant to this article may be made at such time, in such manner and on such terms as the directors may decide and to give effect to the sale of any share pursuant to this article:
- (a) in the case of a share in certificated form, the directors may authorise any person to execute an instrument of transfer of the share to the purchaser or a person nominated by the purchaser and take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as it thinks fit to effect the transfer; and
  - (b) in the case of a share in uncertificated form, the directors may:
    - (i) to enable the Company to deal with the share in accordance with the provisions of this article, require or procure any relevant person or the Operator (as applicable) to convert the share into certificated form; and
    - (ii) after such conversion, authorise any person to execute an instrument of transfer of the share to the purchaser or person nominated by the purchaser and take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as it thinks fit to effect the transfer,
- and the transferee shall not be bound to see to the application of the proceeds of sale, nor shall the title to the shares be affected by any irregularity in or invalidity of the proceedings relating to the sale.
- (4) Unless otherwise determined by the directors, the net proceeds of sale of any shares pursuant to this article shall be forfeited and shall belong to the Company and the Company will not be obliged to account to, or be liable in any respect to, the former member or other person previously entitled to the share for the proceeds of sale.

## **ALTERATION OF CAPITAL**

### **Consolidation and sub-division**

47. (1) The Company may by ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of larger nominal amount than its existing shares; and
  - (b) sub-divide its shares, or any of them, into shares of a smaller nominal amount than its existing shares; and determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others.
- (2) Where any difficulty arises in regard to any consolidation or division, the directors may settle such difficulty as they see fit. In particular, without limitation, the directors may sell to any person (including the Company) the shares representing the fractions for the best price reasonably obtainable and distribute the net proceeds of sale in due proportion among those members or retain such net proceeds for the benefit of the Company and:
- (a) in the case of shares in certificated form, the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser and take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect such transfer; and

- (b) in the case of shares in uncertificated form, the directors may:
  - (i) to enable the Company to deal with the shares in accordance with the provisions of this article, require or procure any relevant person or the Operator (as applicable) to convert the shares into certificated form; and
  - (ii) after such conversion, authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser and take such other steps (including the giving of directions to or on behalf of the holder, who shall be bound by them) as they think fit to effect the transfer,

and the transferee shall not be bound to see to the application of the proceeds of sale, nor shall their title to the shares be affected by any irregularity in or invalidity of the proceedings relating to the sale.

## **NOTICE OF GENERAL MEETINGS**

### **Calling general meetings**

48. The directors may call general meetings. If there are not sufficient directors to form a quorum in order to call a general meeting, any director may call a general meeting. If there is no director, any member of the Company may call a general meeting.

### **Notice of annual general meetings and other general meetings**

49. (1) An annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed or permitted under the Acts.
- (2) The notice shall specify the place, the date and the time of meeting and the general nature of the business to be transacted, and in the case of an annual general meeting shall specify the meeting as such. Where the Company has given an electronic address in any notice of meeting, any document or information relating to proceedings at the meeting may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.
- (3) Subject to the provisions of these articles and to any rights or restrictions attached to any shares, notices shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member or otherwise by operation of law and to the directors and auditors of the Company.

### **Omission or failure to give notice and non-receipt of notice**

50. The accidental omission to give notice of a meeting to, or the failure to give notice due to circumstances beyond the Company's control to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **Postponement of a general meeting**

51. (1) If, after the sending of notice of a general meeting but before the meeting is held (or after the adjournment of a general meeting but before the adjourned meeting is held) the directors decide that it is impracticable or undesirable to hold the meeting at the declared time or place (or at any of the declared places in the case of a meeting to which article 60 applies) or both, they may postpone the time at which the meeting is to be held or change the place (or any of the places, in the case of a meeting to which article 60 applies) or both, and in any such case:
- (a) no new notice of the meeting need be sent, but the directors shall, if practicable, advertise the new date, time and place of the meeting in at least two national daily newspapers and shall take reasonable steps to ensure that any shareholder attempting to attend the meeting at the original time and place is informed of the new arrangements; and

- (b) a proxy appointment in relation to the meeting may be delivered or received, at the address or addresses specified by or on behalf of the Company in accordance with these articles, at any time not less than 48 hours before any postponed time appointed for holding the meeting.
- (2) The directors may use the power under paragraph (1) of this article any number of times in relation to the same meeting.

## PROCEEDINGS AT GENERAL MEETINGS

### Form of general meetings

52. (1) In this article 52:
- (a) “**physical meeting**” means a general meeting held and conducted by physical attendance by members and proxies at a particular place (or, if the directors specify one or more satellite meeting places in accordance with article 60, at particular places); and
  - (b) a “**hybrid meeting**” means a general meeting held and conducted by both physical attendance by members and proxies at a particular place (or, if the directors specify one or more satellite meeting places in accordance with article 60, at particular places) and by members and proxies also being able to attend and participate by electronic means without needing to be in physical attendance at that place (or places).
- (2) The directors may decide in relation to any general meeting (including a postponed or adjourned meeting) whether the general meeting is to be held as a physical meeting or as a hybrid meeting (and shall, for the avoidance of doubt, be under no obligation to convene a meeting as a hybrid meeting whatever the circumstances).
- (3) The directors may make such arrangements as they may (subject to the requirements of the Acts) decide in connection with the facilities for participation by electronic means in a hybrid meeting, and the entitlement of any member or proxy to attend the general meeting, or to participate in it by electronic means, shall be subject to such arrangements. In the case of a hybrid meeting, the provisions of these articles shall be treated as modified to permit any such arrangements and in particular:
- (a) references in these articles to attending and being present at the meeting, including in relation to the quorum for the meeting and the right to vote at the meeting, shall be treated as including participating in the meeting by electronic means;
  - (b) a notice of a general meeting which is to be a hybrid meeting shall state details of the facilities for attendance and participation by electronic means at the meeting or shall state where such details will be made available by the Company prior to the meeting;
  - (c) the meeting shall be treated as having commenced if it has commenced at the physical place (or places) specified in the notice of the meeting;
  - (d) the meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities have been made available so that all persons (being entitled to do so) attending the hybrid meeting by electronic means, may participate in the business of the meeting, but under no circumstances shall the inability of one or more members or proxies to access, or continue to access, the facilities for participation in the meeting despite adequate facilities being made available by the Company, affect the validity of the meeting or any business conducted at the meeting;



- (e) all resolutions put to members at a hybrid meeting, including in relation to procedural matters, shall be decided on a poll;
  - (f) the directors may authorise any voting application, system or facility in respect of the electronic platform for the hybrid general meetings as they may see fit; and
  - (g) if it appears to the chair of the meeting that the electronic facilities for a hybrid meeting have become inadequate for the purpose of holding the meeting then the chair of the meeting may, with or without the consent of the meeting, adjourn the meeting (at any time before or after it has started), the provisions in article 61 shall apply to any such adjournment and all business conducted at the hybrid meeting up to the point of the adjournment shall be valid.
- (4) If, after the sending of notice of a hybrid meeting but before the meeting is held (or after the adjournment of a hybrid meeting but before the adjourned meeting is held), the directors consider that it is impracticable or unreasonable to hold the meeting at the time specified in the notice of meeting using the electronic facilities stated in the notice of meeting or made available prior to the meeting, they may change the meeting to a physical meeting or change the electronic facilities (and make details of the new facilities available in the manner stated in the notice of meeting) or both, and may postpone the time at which the meeting is to be held.
- (5) An adjourned general meeting or postponed general meeting may be held as a physical meeting or a hybrid meeting irrespective of the form of the general meeting which was adjourned or postponed.
- (6) Without prejudice to article 57, the directors or the chair of the meeting may make any arrangement and impose any requirement or restriction they consider appropriate to ensure the security of a hybrid meeting including, without limitation, requirements for evidence of identity:
- (a) necessary to ensure the identification of those taking part and the security of the electronic communication; and
  - (b) proportionate to those objectives.

### **Quorum**

53. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member (including for this purpose two persons who are proxies or corporate representatives of the same member), shall be a quorum.

### **Procedure if quorum not present**

54. If a quorum is not present within half an hour after the time appointed for holding the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned in accordance with article 61(1).

### **Chairing general meetings**

55. The chair (if any) of the board of directors, or in their absence the deputy chair (if any), or in the absence of both of them some other director nominated prior to the meeting by the directors, shall preside as chair of the meeting. If neither the chair nor the deputy chair nor such other director (if any) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number present and willing to act to be chair of the meeting, and if there is only one director present they shall be chair of the meeting.

56. If no director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chair of the meeting.

#### **Security arrangements and orderly conduct**

57. The directors or the chair of the meeting may direct that any person wishing to attend any general meeting should submit to and comply with such searches or other security arrangements (including without limitation, requiring evidence of identity to be produced before entering the meeting and placing restrictions on the items of personal property which may be taken into the meeting) as they consider appropriate in the circumstances. The directors or the chair of the meeting may in their absolute discretion refuse entry to, or eject from, any general meeting any person who refuses to submit to a search or otherwise comply with such security arrangements.
58. The directors or the chair of the meeting may take such action, give such direction or put in place such checks or arrangements as they or they consider appropriate to secure the safety of the people attending the meeting or to promote the orderly conduct of the business of the meeting. Any decision of the chair of the meeting on matters of procedure or matters arising incidentally from the business of the meeting, and any determination by the chair of the meeting as to whether a matter is of such a nature, shall be final.

#### **Directors entitled to attend and speak**

59. Directors may attend and speak at general meetings and at any separate meeting of the holders of any class of shares, whether or not they are members. The directors or the chair of the meeting may permit other persons who are not members of the Company or otherwise entitled to exercise the rights of members in relation to general meetings to attend and, at the chair of the meeting's absolute discretion, speak at a general meeting or at any separate class meeting.

#### **Attendance and participation at different places and by electronic means**

60. (1) In the case of any general meeting, the directors may, notwithstanding the specification in the notice convening the general meeting of the place at which the chair of the meeting shall preside (the "Principal Place"), make arrangements for simultaneous attendance and participation, by electronic means or otherwise, allowing persons not present together at the same place to attend, participate and vote at the meeting (including the use of a satellite meeting place or places). The arrangements for simultaneous attendance and participation at any place at which persons are participating, using electronic means may include arrangements for controlling or regulating the level of attendance at any particular venue provided that such arrangements shall operate so that all members and proxies wishing to attend the meeting are able to attend at one or other of the venues.
- (2) The members or proxies at the place or places at which persons are participating at a satellite meeting place or places in accordance with paragraph (1) of this article shall be counted in the quorum for, and be entitled to vote at, the general meeting in question, and that meeting shall be duly constituted and its proceedings valid if the chair of the meeting is satisfied that adequate facilities are available throughout the meeting to ensure that the members or proxies attending at the places at which persons are participating are able to:
- (a) participate in the business for which the meeting has been convened; and
  - (b) hear persons who speak (whether through the use of electronic means, microphones, loud speakers, audio-visual communication equipment or otherwise) in the Principal Place and any other place at which persons are participating.

- (3) For the purposes of all other provisions of these articles (unless the context requires otherwise), the members shall be treated as meeting at the Principal Place.
- (4) If it appears to the chair of the meeting that the facilities at the Principal Place or any place at which persons are participating have become inadequate for the purposes set out in sub-paragraphs (a) and (b) of paragraph (2) of this article, the chair of the meeting may, without the consent of the meeting, interrupt or adjourn the general meeting. All business conducted at the general meeting up to the point of the adjournment shall be valid. The provisions of article 61(3) shall apply to that adjournment.

### Adjournments

61. (1) If a quorum is not present within half an hour after the time appointed for holding the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned and (subject to the provisions of the Acts) the chair of the meeting shall either specify the time and place to which it is adjourned or state that it is adjourned to such time and place as the directors may determine. If at the adjourned meeting a quorum is not present within 15 minutes after the time appointed for holding the meeting, the meeting shall be dissolved.
- (2) Without prejudice to any other power of adjournment under these articles or at common law:
  - (a) the chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting;
  - (b) the chair of the meeting may, without the consent of the meeting, adjourn the meeting at any time before or after it has commenced, if the chair of the meeting considers that:
    - (i) there is not enough room for the number of members and proxies who wish to attend the meeting;
    - (ii) the behaviour of anyone present prevents, or is likely to prevent, the orderly conduct of the business of the meeting;
    - (iii) an adjournment is necessary to protect the safety of any person attending the meeting; or
    - (iv) an adjournment is otherwise necessary in order for the business of the meeting to be properly carried out,and if so adjourned, the chair of the meeting shall either specify the time and place to which it is adjourned or state that it is adjourned to such time and place as the directors may determine.
- (3) Subject to the provisions of the Acts, it shall not be necessary to give notice of an adjourned meeting except that when a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. No business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
- (4) Subject to paragraph (1) of this article, meetings can be adjourned more than once, in accordance with the procedures set out in this article.

## AMENDMENTS TO RESOLUTIONS

### Amendments to special and ordinary resolutions

62. (1) A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
  - (b) the amendment does not go beyond what is necessary to correct a clear error in the resolution.
- (2) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) written notice of the terms of the proposed amendment and of the intention to move the amendment have been delivered to the Company at the Office at least 48 hours before the time for holding the meeting or the adjourned meeting at which the ordinary resolution in question is proposed and the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution; or
  - (b) the chair of the meeting, in their absolute discretion, decides that the proposed amendment may be considered or voted on.

### Withdrawal and ruling amendments out of order

63. With the consent of the chair of the meeting, an amendment may be withdrawn by its proposer before it is voted on. If an amendment proposed to any resolution under consideration is ruled out of order by the chair of the meeting, the proceedings on the resolution shall not be invalidated by any error in the ruling.

## POLLS

### Demand for a poll

64. (1) For so long as any shares are held in a settlement system operated by DTC, any resolution put to the vote of a general meeting must be decided on a poll (and for so long as any shares are held in a settlement system operated by DTC this provision may not be amended without the unanimous consent of all the members). If no shares are held in DTC, a resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is validly demanded. A poll on a resolution may be demanded either before a vote on a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll on a resolution may be demanded by:
- (a) the chair of the meeting;
  - (b) a majority of the directors present at the meeting;
  - (c) not less than five members having the right to vote at the meeting;
  - (d) a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting (excluding any voting rights attached to any shares in the Company held as treasury shares); or

- (e) a member or members holding shares conferring a right to vote on the resolution on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right (excluding any shares in the Company conferring a right to vote at the meeting which are held as treasury shares).

#### **Chair's declaration**

- 65. Unless a poll is duly demanded and the demand is not subsequently withdrawn, a declaration by the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry in respect of such declaration in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

#### **Withdrawal of demand for a poll**

- 66. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair of the meeting, and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

#### **Polls to be taken as chair directs**

- 67. Polls at general meetings shall, subject to articles 68 and 69, be taken when, where and in such manner as the chair of the meeting directs. The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared. The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

#### **When poll to be taken**

- 68. A poll on the election of the chair of the meeting or on a question of adjournment must be taken immediately. Any other polls must be taken either during the meeting or within 30 days of the poll being demanded. A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

#### **Notice of poll**

- 69. No notice need be given of a poll not taken during the meeting if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice must be given specifying the time and place at which the poll is to be taken.

### **VOTES OF MEMBERS**

#### **Voting rights**

- 70. Subject to these articles and any rights or restrictions attached to any shares or class of shares, at a general meeting:
  - (a) on a show of hands:
    - (i) every member who is present in person has one vote;
    - (ii) every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and is instructed by one or more of those members to vote for the resolution and by one or more others to vote against it, or is instructed by one or more of those members to vote in one way and is given discretion as to how to vote by one or more others (and wishes to use that discretion to vote in the other way) they have one vote for and one vote against the resolution; and

- (iii) every corporate representative present who has been duly authorised by a corporation has the same voting rights as the corporation would be entitled to;
- (b) on a poll every member present in person or by duly appointed proxy or corporate representative has one vote for every share of which they are the holder or in respect of which their appointment as proxy or corporate representative has been made; and
- (c) a member, proxy or corporate representative entitled to more than one vote need not, if they vote, use all their votes or cast all the votes they use the same way.

#### **Voting record date**

71. For the purposes of determining which persons are entitled to attend or vote at a general meeting and how many votes such persons may cast, the Company may specify in the notice convening the general meeting a time, being not more than 48 hours before the time fixed for the meeting (and for this purpose no account shall be taken of any part of a day that is not a working day), by which a person must be entered on the register in order to have the right to attend or vote at the meeting. If not record date is specified in the notice convening the general meeting, the record date for determining which persons are entitled to attend or vote at the meeting shall, unless otherwise required by law, be at the close of business on the working day preceding the day on which the notice convening the meeting is given.

#### **Votes of joint holders**

72. In the case of joint holders the vote of the joint holder whose name appears first on the register of members in respect of the joint holding shall be accepted to the exclusion of the votes of the other joint holders.

#### **Votes on behalf of an incapable member**

73. A member in respect of whom an order has been made by any court having jurisdiction in matters concerning mental disorder may vote, on a show of hands or on a poll, by any person authorised in that behalf by that court and the person so authorised may exercise other rights in relation to general meetings, including appointing a proxy. Evidence to the satisfaction of the directors of the authority of the person claiming the right to vote shall be delivered to the Office, or such other place as is specified in accordance with these articles for the delivery or receipt of appointments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised, and in default the right to vote shall not be exercisable.

#### **No right to vote where sums overdue**

74. No member shall have the right to vote at any general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, in respect of any share held by them unless all amounts presently payable by them in respect of that share have been paid.

#### **Objections and validity of votes**

75. (1) Any objection to the qualification of any person voting at a general meeting or on a poll or to the counting of, or failure to count, any vote, must be made at the meeting or adjourned meeting or at the time the poll is taken (if not taken at the meeting or adjourned meeting) at which the vote objected to is tendered. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive. If a vote is not disallowed by the chair of the meeting it is valid for all purposes.

- (2) The Company shall not be bound to enquire whether any proxy or corporate representative votes in accordance with the instructions given to them by the member they represent and if a proxy or corporate representative does not vote in accordance with the instructions of the member they represent the vote or votes cast shall nevertheless be valid for all purposes.

## PROXIES AND CORPORATE REPRESENTATIVES

### Appointment of proxies

76. A member is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and to speak and vote at a meeting of the Company. The appointment of a proxy shall be deemed also to confer authority to demand or join in demanding a poll. Delivery of an appointment of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of it. A proxy need not be a member. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by them. References in these articles to an appointment of proxy include references to an appointment of multiple proxies.
77. Where two or more valid appointments of proxy are received in respect of the same share in relation to the same meeting, the one which is last sent shall be treated as replacing and revoking the other or others. If the Company is unable to determine which is last sent, the one which is last received shall be so treated. If the Company is unable to determine either which is last sent or which is last received, none of such appointments shall be treated as valid in respect of that share.

### Form of proxy appointment

78. (1) Subject to article 79 an appointment of proxy shall be in writing in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the appointor which in the case of a corporation may be either under its common seal or under the hand of a duly authorised officer or other person duly authorised for that purpose. The signature on the appointment of proxy need not be witnessed.
- (2) Where the appointment of a proxy is expressed to have been or purports to have been executed by a duly authorised person on behalf of a member:
- (a) the Company may treat the appointment as sufficient evidence of that person's authority to execute the appointment of proxy on behalf of that member; and
  - (b) the member shall, if requested by or on behalf of the Company, send or procure the sending of any authority under which the appointment of proxy has been executed, or a certified copy of any such authority to such address and by such time as required under article 80 and, if the request is not complied with in any respect, the appointment of proxy may be treated as invalid.

### Proxies sent or supplied in electronic form

79. The directors may (and shall for so long as any shares are held in a settlement system operated by DTC or if and to the extent that the Company is required to do so by the Acts) allow an appointment of proxy to be sent or supplied in electronic form (including with respect to any shares held in a settlement system operated by DTC, by way of a voter instruction form) subject to any conditions or limitations as the directors may specify. Where the Company has given an electronic address in any instrument of proxy or invitation to appoint a proxy, any document or information relating to proxies for the meeting (including any document necessary to show the validity of, or otherwise relating to, an appointment of proxy, or notice of the termination of the authority of a proxy) may be sent by electronic means to that address, subject to any conditions or limitations specified in the relevant notice of meeting.

### **Receipt of appointments of proxy**

80. (1) An appointment of proxy may:
- (a) in the case of an appointment of proxy in hard copy form, be received at the Office or such other place as is specified in the notice convening the meeting, or in any appointment of proxy or any invitation to appoint a proxy sent out or made available by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates;
  - (b) in the case of an appointment of proxy in electronic form, be received at the electronic address specified in the notice convening the meeting, or in any instrument of proxy or any invitation to appoint a proxy sent out or made available by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting to which it relates; and
  - (c) in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, be received as aforesaid not less than 24 hours (or such shorter time as the directors may determine) before the time appointed for the taking of the poll.
- (2) For the purposes of calculating the periods set out in paragraph (1) of this article, the directors may determine that, in relation to any meeting, no account shall be taken of any part of any day that is not a working day. An appointment of proxy which is not received or delivered in a manner so permitted shall be invalid.

### **Termination of appointments of proxy**

81. A vote given or poll demanded by proxy shall be valid notwithstanding the previous termination or amendment of the authority of the person voting or demanding a poll, unless notice of the termination or amendment was delivered in writing to the Company at such place or address at which an appointment of proxy may be duly received under article 80 not later than the last time at which an appointment of proxy should have been received under article 80 in order for it to be valid.

### **Availability of appointments of proxy**

82. The directors may at the expense of the Company send or make available appointments of proxy or invitations to appoint a proxy to the members by post or by electronic means or otherwise (with or without provision for their return prepaid) for use at any general meeting or at any separate meeting of the holders of any class of shares, either in blank or nominating in the alternative any one or more of the directors or any other person. If for the purpose of any meeting, appointments of proxy or invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense, they shall be issued to all (and not to some only) of the members entitled to be sent a notice of the meeting and to vote at it, but the accidental omission, or the failure due to circumstances beyond the Company's control, to send or make available such an appointment of proxy or give such an invitation to, or the non-receipt thereof by, any member entitled to attend and vote at a meeting shall not invalidate the proceedings at that meeting.

### **Corporations acting by representatives**

83. (1) Subject to the provisions of the Acts, any corporation (other than the Company itself) which is a member of the Company may, by resolution of its directors or other governing body, authorise a person or persons to act as its representative or representatives at any meeting of the Company, or at any separate meeting of the holders of any class of shares. The corporation shall for the purposes of these articles be deemed to be present in person at any such meeting if a person or persons so authorised is present at it. The Company may require such person or persons to produce a certified copy of the resolution before permitting them to exercise their powers.



- (2) A vote given or poll demanded by a corporate representative shall be valid notwithstanding that they are no longer authorised to represent the member unless notice of the termination was delivered in writing to the Company at such place or address and by such time as is specified in article 80 for the receipt of an appointment of proxy.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **Number of directors**

84. Unless otherwise determined by the Company by ordinary resolution the number of directors (disregarding alternate directors) shall not be less than two.

### **Power of Company to appoint a director**

85. Subject to the provisions of these articles, the Company may by ordinary resolution appoint a person who is willing to act as a director, and is permitted by law to do so, to be a director, either to fill a vacancy or as an additional director.

### **Procedure for appointment or reappointment at general meeting**

86. No person other than a director retiring at the meeting shall be appointed or reappointed a director at any general meeting unless:
- (a) they are recommended by the directors; or
  - (b) not less than seven nor more than 35 days before the date appointed for holding the meeting, notice executed by a member qualified to vote on the appointment or reappointment has been given to the Company of the intention to propose that person for appointment or reappointment, stating the particulars which would, if they were appointed or reappointed, be required to be included in the Company's register of directors, together with notice executed by that person of their willingness to be appointed or reappointed.

### **Election of two or more directors**

87. At a general meeting a motion for the appointment of two or more persons as directors by a single resolution shall not be made, unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it. For the purposes of this article a motion for approving a person's appointment or for nominating a person for appointment shall be treated as a motion for their appointment.

### **Power of directors to appoint a director**

88. The directors may appoint a person who is willing to act as a director, and is permitted by law to do so, to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed as the maximum number of directors. A director so appointed shall retire at the next annual general meeting notice of which is first given after their appointment and shall then be eligible for reappointment.

### **Annual retirement of directors**

89. At each annual general meeting all of the directors shall retire from office, except any director appointed by the board after the notice of that annual general meeting has been given and before that annual general meeting has been held.

### **Filling of vacancy**

90. If the Company, at the meeting at which a director retires, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or a resolution for the reappointment of the director is put to the meeting and lost.

### **Director not reappointed at annual general meeting**

91. A director who retires at an annual general meeting may be reappointed. If they are not reappointed or deemed to have been reappointed, they shall retain office until the meeting elects someone in their place or, if it does not do so, until the close of the meeting.

## **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

### **Removal of director**

92. In addition to any power of removal under the Acts, the Company may, by ordinary resolution, remove a director before the expiration of their period of office and, subject to these articles, may, by ordinary resolution, appoint another person who is willing to act as a director, and is permitted by law to do so, to be a director instead of them.

### **Termination of a director's appointment**

93. A person ceases to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Acts or is prohibited from being a director by law;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - (d) notification is received by the Company from that person that they are resigning or retiring from their office as director, and such resignation or retirement has taken effect in accordance with its terms;
  - (e) their appointment is terminated in accordance with the terms of their service contract, the Acts or these articles;
  - (f) their appointment expires in accordance with the terms of their service contract;
  - (g) that person is absent without permission of the directors from all meetings of the directors held during a continuous period of six months or more and the directors resolve that that person should cease to be a director; or
  - (h) all of the other directors pass a resolution stating that that person shall cease to be a director with immediate effect.

## **ALTERNATE DIRECTORS**

### **Appointment and removal of an alternate director**

94. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act and permitted by law to do so, to be an alternate director and may remove an alternate director appointed by them from their appointment as alternate director.

### **Rights of an alternate director**

95. An alternate director shall be entitled to receive notices of meetings of the directors and of committees of the directors of which their appointor is a member, to attend and vote at any such meeting at which the director appointing them is not present, and generally to perform all the functions of their appointor as a director in their absence. An alternate director shall not (unless the Company by ordinary resolution otherwise determines) be entitled to any fees for their services as an alternate director, but shall be entitled to be paid such expenses as might properly have been paid to them if they had been a director.

### **Termination of an alternate director's appointment**

96. An alternate director shall cease to be an alternate director if their appointor ceases to be a director; however, if a director retires, pursuant to these articles or otherwise, but is reappointed or deemed to have been reappointed at the meeting at which they retire, any appointment of an alternate director made by them which was in force immediately prior to their retirement shall continue after their reappointment.
97. An alternate director shall cease to be an alternate director on the occurrence in relation to the alternate director of any event which, if it occurred in relation to their appointor, would result in the termination of the appointor's appointment as a director.

### **Method of appointment or removal of an alternate director**

98. An appointment or removal of an alternate director shall be by notice in writing to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors and shall take effect upon receipt of such notice or such later date as is stated in such notice.

### **Other provisions regarding alternate directors**

99. Save as otherwise provided in these articles, an alternate director shall:
- (a) be deemed for all purposes to be a director;
  - (b) alone be responsible for their own acts and omissions;
  - (c) in addition to any restrictions which may apply to them personally, be subject to the same restrictions as their appointor; and
  - (d) not be deemed to be the agent of or for the director appointing them.

## **POWERS OF DIRECTORS**

### **General powers of the Company vested in the directors**

100. The business of the Company shall be managed by the directors who, subject to the provisions of these articles and to any directions given by special resolution of the Company to take, or refrain from taking, specified action, may exercise all the powers of the Company. No alteration of these articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The general management powers given by this article shall not be limited by any special authority or power given to the directors by any other article.

### **Borrowing powers**

101. Subject to the provisions of the Companies Act 2006, the directors may exercise all the powers of the Company to:
- (a) borrow money;
  - (b) give a guarantee;

- (c) hypothecate, mortgage, charge or pledge all or any part of its undertaking, property and assets (present and future); and
- (d) create and issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.

#### **Provision for employees on cessation or transfer of business**

102. The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiary undertakings (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary undertaking.

#### **Delegation to persons or committees**

103. (1) Subject to the provisions of these articles, the directors may delegate any of the powers which are conferred on them under the articles:
- (a) to such person or committee;
  - (b) by such means (including by power of attorney);
  - (c) to such an extent;
  - (d) in relation to such matters or territories; and
  - (e) on such terms and conditions,
- as they think fit.
- (2) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- (3) The directors may revoke any delegation in whole or part, or alter its terms and conditions.
- (4) The power to delegate under this article includes power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director.
- (5) Subject to paragraph (6) of this article, the proceedings of any committee appointed under paragraph (1)(a) of this article with two or more members shall be governed by such of these articles as regulate the proceedings of directors so far as they are capable of applying.
- (6) The directors may make rules regulating the proceedings of such committees, which shall prevail over any rules derived from these articles pursuant to paragraph (5) of this article if, and to the extent that, they are not consistent with them.
- (7) References to a committee of the directors are to a committee established in accordance with these articles, whether or not comprised wholly of directors.

### **DIRECTORS' REMUNERATION, GRATUITIES AND BENEFITS**

#### **Directors' remuneration**

104. (1) Until otherwise determined by the Company by ordinary resolution, there shall be paid to the directors who do not hold executive office (other than alternate directors) such fees for their services in the office of director as the directors may determine provided that, subject to paragraph (2) of this article, the amount payable to such directors shall not exceed the higher of: (i) in the aggregate an annual sum of £3,000,000; or (ii) such other figure as may be approved by shareholders or in accordance with the prevailing directors' remuneration policy (as required under the Companies Act 2006) from time to time. The fees shall be deemed to accrue from day to day and shall be distinct from and additional to any remuneration or other benefits which may be paid or provided to any director pursuant to any other provision of these articles.

(2) Any director who:

- (a) holds any other office in the Company (including for this purpose the office of chair); or
- (b) serves on any committee of the directors; or
- (c) performs (or undertakes to perform) services which the directors consider go beyond the ordinary duties of a director, may be paid such additional remuneration (whether by way of fixed sum, bonus, commission, participation in profits or otherwise) as the directors may determine.

#### **Expenses**

105. The directors may also be paid all reasonable expenses properly incurred by them in connection with their attendance at meetings of the directors or of committees of the directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company and any reasonable expenses properly incurred by them otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

#### **Directors' gratuities and benefits**

106. The directors may (by the establishment of, or maintenance of, schemes or otherwise) provide benefits, whether by the payment of allowances, gratuities or pensions, or by insurance or death, sickness or disability benefits or otherwise, for any director or any former director of the Company or of any body corporate which is or has been a subsidiary undertaking of the Company or a predecessor in business of the Company or of any such subsidiary undertaking, and for any member of their family (including a spouse or civil partner or a former spouse or former civil partner) or any person who is or was dependent on them and may (before as well as after they cease to hold such office) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

#### **Executive directors**

107. The directors may appoint one or more of their number to the office of managing director or to any other executive office of the Company and any such appointment may be made for such term, at such remuneration and on such other conditions as the directors think fit. Any appointment of a director to an executive office shall terminate if they cease to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.

### **DIRECTORS' APPOINTMENTS AND INTERESTS**

#### **Other interests and offices**

108. (1) Provided that a director has disclosed to the other directors the nature and extent of any material interest of such director, a director notwithstanding their office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may be a director or other officer of, or be employed by, or hold any position with, or be a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested.

- (2) No transaction or arrangement shall be liable to be avoided on the ground of any interest, office, employment or position within paragraph (1) of this article and the relevant director:
- (a) shall not infringe their duty to avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such office, employment or position, or any such transaction or arrangement, or any interest in any such body corporate;
  - (b) shall not, by reason of their office as a director of the Company be accountable to the Company for any benefit which they derive from any such office, employment or position, or any such transaction or arrangement, or from any interest in any such body corporate;
  - (c) shall not be required to disclose to the Company, or use in performing their duties as a director of the Company, any confidential information relating to any such office, employment, or position if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by them in relation to or in connection with such office, employment or position; and
  - (d) may absent themselves from discussions, whether in meetings of the directors or otherwise, and exclude themselves from information, which will or may relate to such office, employment, position, transaction, arrangement or interest.
- (3) For the purposes of this article:
- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
  - (b) an interest of which a director has no knowledge and of which it is unreasonable to expect them to have knowledge shall not be treated as an interest of theirs;
  - (c) a director shall be deemed to have disclosed the nature and extent of an interest which consists of them being a director, officer or employee of any subsidiary undertaking of the Company;
  - (d) a director need not disclose an interest if it cannot be reasonably regarded as likely to give rise to a conflict of interest; and
  - (e) a director need not disclose an interest if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware).
109. (1) The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:
- (a) any matter which would otherwise result in a director infringing their duty to avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties); and

- (b) a director to accept or continue in any office, employment or position in addition to their office as a director of the Company and, without prejudice to the generality of paragraph (1)(a) of this article, may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that the authorisation is effective only if (i) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other interested director, and (ii) the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.

- (2) If a matter, or office, employment or position, has been authorised by the directors in accordance with this article then (subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation or the permissions set out below) no transaction or arrangement relating to any such matter shall be liable to be avoided on the ground of any such matter, or office, employment or position and the relevant director:
  - (a) shall not infringe their duty to avoid a situation in which they have, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as a result of any such matter, or office, employment or position;
  - (b) shall not, by reason of their office as a director of the Company, be accountable to the Company for any benefit which they derives from any such matter, or from any such office, employment or position;
  - (c) shall not be required to disclose to the Company, or use in performing their duties as a director of the Company, any confidential information relating to such matter, or such office, employment or position if to make such a disclosure or use would result in a breach of a duty or obligation of confidence owed by them in relation to or in connection with that matter, or that office, employment or position; and
  - (d) may absent themselves from discussions, whether in meetings of the directors or otherwise, and exclude themselves from information, which will or may relate to that matter, or that office, employment or position.

## **PROCEEDINGS OF DIRECTORS**

### **Procedures regarding board meetings**

- 110. (1) Subject to the provisions of these articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.
- (2) The Chair or any three directors may, and the secretary at the request of the Chair or such three directors shall, call a meeting of the directors.
- (3) Notice of a board meeting may be given to a director personally, or by telephone, or sent in hard copy form to them at a postal address notified by them to the Company for this purpose, or sent in electronic form to such electronic address (if any) as may for the time being be notified by them to the Company for that purpose. A director may waive notice of any board meeting and any such waiver may be retrospective.
- (4) Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chair shall have a second or casting vote (unless the chair is not entitled to vote on the resolution in question, in which case if there is an equality of votes the matter shall be treated as not having been decided). A director who is also an alternate director shall be entitled in the absence of their appointor to a separate vote on behalf of their appointor in addition to their own vote; and an alternate director who is appointed by two or more directors shall be entitled to a separate vote on behalf of each of their appointors in the appointor's absence.

(5) A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates in the meeting is able:

- (a) to hear each of the other participating directors addressing the meeting; and
- (b) if they so wish, to address each of the other participating directors simultaneously,

whether directly, by conference telephone or by any other form of communication equipment (whether in use when this article is adopted or developed subsequently) or by a combination of such methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum. A meeting held in this way shall be deemed to take place at the place where the largest group of directors is assembled or, if no such group is readily identifiable, at the place from where the chair of the meeting participates at the start of the meeting.

#### **Number of directors below minimum**

111. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than either the number (if any) fixed by these articles as the minimum, or the quorum required for a meeting of the directors (or both), the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.

#### **Election and removal of chair and deputy chair**

112. The directors may elect from their number, and remove, a chair and a deputy chair of the board of directors. The chair, or in the chair's absence the deputy chair, shall preside at all meetings of the directors, but if there is no chair or deputy chair, or if at the meeting neither the chair nor the deputy chair is present within ten minutes after the time appointed for the meeting, or if neither of them is willing to act as chair, the directors present may choose one of their number to be chair of the meeting.

#### **Resolutions in writing**

113. A resolution in writing agreed to by all the directors entitled to receive notice of a meeting of the directors and who would be entitled to vote (and whose vote would have been counted) on the resolution at a meeting of the directors shall (if that number is sufficient to constitute a quorum) be as valid and effectual as if it had been passed at a meeting of the directors, duly convened and held. A resolution in writing is adopted when all such directors have signed one or more copies of it or have otherwise indicated their agreement to it in writing. A resolution agreed to by an alternate director, however, need not also be agreed to by their appointor and, if it is agreed to by a director who has appointed an alternate director, it need not also be agreed to by the alternate director in that capacity.

#### **Quorum**

114. No business shall be transacted at any meeting of the directors unless a quorum is present. The quorum may be fixed by the directors. If the quorum is not fixed by the directors, the quorum shall be two. A director shall not be counted in the quorum present in relation to a matter or resolution on which they are not entitled to vote (or when their vote cannot be counted) but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting. An alternate director who is not themselves a director shall if their appointor is not present, be counted in the quorum. An alternate director who is themselves a director shall only be counted once for the purpose of determining if a quorum is present.



## Permitted interests and voting

115. (1) Subject to the provisions of these articles, a director shall not vote at a meeting of the directors on any resolution concerning a matter in which they have, directly or indirectly, a material interest (other than an interest in shares, debentures or other securities of, or otherwise in or through, the Company), unless their interest arises only because the case falls within one or more of the following sub-paragraphs:
- (a) the resolution relates to the giving to them of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by them for the benefit of, the Company or any of its subsidiary undertakings;
  - (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiary undertakings for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
  - (c) the resolution relates to the giving to them of any other indemnity which is on substantially the same terms as indemnities given or to be given to all of the other directors or to the funding by the Company of their expenditure on defending proceedings or the doing by the Company of anything to enable them to avoid incurring such expenditure where all other directors have been given or are to be given substantially the same arrangements;
  - (d) the resolution relates to the purchase or maintenance for any director or directors of insurance against any liability;
  - (e) their interest arises by virtue of their being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any shares in or debentures or other securities of the Company for subscription, purchase or exchange;
  - (f) the resolution relates to an arrangement for the benefit of the employees and directors or former employees and former directors of the Company or any of its subsidiary undertakings, or the members of their families (including a spouse or civil partner or a former spouse or former civil partner) or any person who is or was dependent on such persons, including but without being limited to a retirement benefits scheme and an employees' share scheme, which does not accord to any director any privilege or advantage not generally accorded to the employees or former employees to whom the arrangement relates; or
  - (g) the resolution relates to a transaction or arrangement with any other company in which they are interested, directly or indirectly (whether as director or shareholder or otherwise), provided that they are not the holder of or beneficially interested in 1 per cent. or more of any class of the equity share capital of that company and not entitled to exercise 1 per cent. or more of the voting rights available to members of the relevant company (and for the purpose of calculating the said percentage there shall be disregarded (i) any shares held by the director as a bare or custodian trustee and in which they have no beneficial interest; (ii) any shares comprised in any authorised unit trust scheme in which the director is interested only as a unit holder; and (iii) any shares of that class held as treasury shares).
- (2) Where proposals are under consideration concerning the appointment (including the fixing or varying of terms of appointment) of two or more directors to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each director separately and (provided they are not for any reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning their own appointment.

- (3) The Company may by ordinary resolution suspend or relax to any extent, in respect of any particular matter, any provision of these articles prohibiting a director from voting at a meeting of the directors or of a committee of the directors.

#### **Questions regarding director's rights to vote**

116. If a question arises at a meeting of the directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting (or, if the director concerned is the chair, to the other directors at the meeting), and the chair's ruling in relation to any director other than the chair (or, as the case may be, the ruling of the majority of the other directors in relation to the chair) shall be final and conclusive.

### **DIVIDENDS**

#### **Declaration of dividends by the Company**

117. The Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

#### **Payment of interim dividends by directors**

118. The directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. If the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

#### **Payment according to amount paid up**

119. Except as otherwise provided by these articles or the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. If any share is issued on terms that it ranks for dividend as from a particular date, it shall rank for dividend accordingly. In any other case (and except as aforesaid), dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purpose of this article, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

#### **Non-cash distribution**

120. The directors may determine when resolving to pay a dividend, and a general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of specific assets and in particular of fully paid shares or debentures of any other company. Where any difficulty arises in regard to the distribution, the directors may settle the same as they think fit and in particular (but without limitation) may:
- (1) issue fractional certificates or other fractional entitlements (or ignore fractions) and fix the value for distribution of such specific assets or any part thereof;

- (2) determine that cash shall be paid to any member on the basis of the value so fixed in order to adjust the rights of those entitled to participate in the dividend; and
- (3) vest any such specific assets in trustees.

#### **Dividend payment procedure**

121. (1) Any dividend or other money payable relating to a share shall be paid to:
- (a) the holder;
  - (b) if the share is held by more than one holder, all joint holders; or
  - (c) the person or persons becoming entitled to the share by reason of the death or bankruptcy of a holder or otherwise by operation of law,
- and such person shall be referred to as the “recipient” for the purposes of this article and article 121.
- (2) Any dividend or other money payable relating to a share shall be paid by such method as the directors decide. Without limiting any other method of payment which the directors may decide upon, the payments may be made, wholly or partly:
- (a) by sending a cheque, warrant or any other similar financial instrument to the recipient by post addressed to their registered address or, in the case of joint recipients, by sending such cheque, warrant or any other similar financial instrument to the registered address of whichever of the joint recipients’ names appears first on the register of members, or, in the case of persons entitled by operation of law, to any such persons;
  - (b) by inter-bank transfer or any other electronic form or electronic means to an account (of a type approved by the directors) which is specified in a written instruction from or on behalf of the recipient (or, in the case of joint recipients, all joint recipients);
  - (c) in respect of shares in uncertificated form, where the Company is authorised to do so by or on behalf of the recipient (or, in the case of joint recipients, all joint recipients) in such manner as the directors may from time to time consider sufficient, by means of a relevant system;
  - (d) in some other way requested in writing by the recipients (or, in the case of joint recipients, all joint recipients) and agreed by the Company; or
  - (e) to such other person as may be specified in a written instruction from or on behalf of the recipient (or, in the case of joint recipients, all joint recipients), in which case payment shall be made in accordance with sub-paragraphs (a) to (d) above, as specified in the written instruction.
- (3) In respect of the payment of any dividend or other sum which is a distribution, the directors may decide, and notify recipients, that:
- (a) one or more of the means described in paragraph (2) will be used for payment and a recipient may elect to receive the payment by one of the means so notified in the manner prescribed by the directors;
  - (b) one or more of such means will be used for the payment unless a recipient elects otherwise in the manner prescribed by the directors; or
  - (c) one or more of such means will be used for the payment and that recipients will not be able to elect otherwise.
- The directors may for this purpose decide that different methods of payment may apply to different recipients or groups of recipients.
- (4) All cheques, warrants and similar financial instruments are sent, and payment in any other way is made, at the risk of the person who is entitled to the money and the Company will not be responsible for a payment which is lost, rejected or delayed. The Company can rely on a receipt for a dividend or other money paid in

relation to a share from any one of the joint recipients on behalf of all of them. The Company is treated as having paid a dividend if the cheque, warrant or similar financial instrument is cleared or if a payment is made using a relevant system or inter-bank transfer or other electronic means.

- (5) Subject to the rights attaching to any shares, any dividends or other monies payable on or in respect of a share may be declared or paid in such currency or currencies and using such exchange rate or such date for determining the value or currency conversions as the directors may determine.

#### **Right to cease sending payment and unclaimed payments**

122. (1) The Company may cease to send any cheque or warrant, or to use any other method of payment, for any dividend payable in respect of a share if:
- (a) in respect of at least two consecutive dividends payable on that share the cheque or warrant has been returned undelivered or remains uncashed, or another method of payment has failed;
  - (b) in respect of one dividend payable on that share, the cheque or warrant has been returned undelivered or remains uncashed, or another method of payment has failed, and reasonable enquiries have failed to establish any new address or account of the recipient; or
  - (c) a recipient does not specify an address, or does not specify an account of a type prescribed by the directors, or other details necessary in order to make a payment of a dividend by the means by which the directors have decided in accordance with these articles that a payment is to be made, or by which the recipient has elected to receive payment, and such address or details are necessary in order for the company to make the relevant payment in accordance with such decision or election,
- but, subject to the provisions of these articles, the Company may recommence sending cheques or warrants, or using another method of payment, for dividends payable on that share if the person or persons entitled so request and have supplied in writing a new address or account to be used for that purpose.
- (2) In cases where the Company makes a payment of a dividend or other sum which is a distribution in accordance with these articles and that payment is rejected or refunded, such sum may be invested or otherwise made use of for the benefit of the Company until a valid address or account to which the payment shall be made is specified by or on behalf of relevant recipient (or, in the case of joint recipients, all joint recipients). If the Company does this, it will not be a trustee of the money and will not be liable to pay interest on it and any amount credited to an account of the Company is to be treated as having been paid to the relevant recipient (or, in the case of joint recipients, all joint recipients) at the time it is credited to that account.

#### **No interest on dividends**

123. No dividend or other money payable in respect of a share shall bear interest against the Company, unless otherwise provided by the rights attached to the share.

#### **Forfeiture of unclaimed dividends**

124. (1) Any dividend or other money payable in respect of a share which has remained unclaimed for 12 years from the date when it became due for payment shall be forfeited (unless the directors decide otherwise) and shall cease to remain owing by the Company and the Company shall not be obliged to account to, or be liable in any respect to, the recipient or person who would have been entitled to the amount.
- (2) If the Company sells the share under article 46 and unless the directors decide otherwise, any dividend or other money payable in respect of the share outstanding at the time of sale shall be forfeited and the Company shall not be obliged to account to, or be liable in any respect to, the recipient or person who would have been entitled to the amount.

## Scrip dividends

125. The directors may, with the authority of an ordinary resolution of the Company, offer any holders of Ordinary Shares the right to elect to receive new Ordinary Shares, credited as fully paid, instead of cash in respect of the whole (or some part, to be determined by the directors) of any dividend specified by the ordinary resolution. The following provisions shall apply:
- (a) The resolution may specify a particular dividend or dividends (whether or not declared), or may specify any, some or all dividends declared or payable within a specified period, but such period must not end later than the end of the third annual general meeting following the date of the meeting at which the ordinary resolution is passed, provided that the directors may make an offer or agreement before the expiry of such authority which would or might require the allotment of Ordinary Shares after such expiry and the directors may allot such shares as if such authority had not expired.
  - (b) The directors may offer such rights of election to holders either:
    - (i) in respect of the next dividend proposed to be paid; or
    - (ii) in respect of that dividend and all subsequent dividends, until such time as the election is revoked by the Company or the authority given pursuant to paragraph (a) of this article expires without being renewed (whichever is the earlier).
  - (c) The entitlement of each holder of Ordinary Shares to new Ordinary Shares shall be such that the relevant value of the entitlement shall be as nearly as possible equal to (but not greater than) the cash amount (disregarding any tax credit) that such holder would have received by way of dividend. For this purpose “relevant value” shall be the closing price or last sale price of an Ordinary Share if the Ordinary Shares are publicly traded or such other price as may be determined by the board in its reasonable good faith judgment or in accordance with an ordinary resolution. A certificate or report by the auditors as to the amount of the relevant value in respect of any dividend shall be conclusive evidence of that amount.
  - (d) No fraction of a share shall be allotted and the directors may make such provision for fractional entitlements as they think fit, including provision:
    - (i) for the whole or part of the benefit of fractional entitlements to be disregarded or to accrue to the Company; or
    - (ii) for the value of fractional entitlements to be accumulated on behalf of a member (without entitlement to interest) and applied in paying up new shares in connection with a subsequent offer by the Company of the right to receive shares instead of cash in respect of a future dividend.
  - (e) If the directors resolve to offer a right of election, they shall, after determining the basis of allotment, notify the holders of Ordinary Shares in writing of the right of election offered to them, and shall send with, or following, such notification, forms of election and specify the procedure to be followed and place at which, and the latest time by which, elections must be received in order to be effective. No notice need be given to a holder who has previously made (and has not revoked) an earlier election to receive new shares in place of all future dividends.
  - (f) The directors may decide the terms and conditions of any right of election (and plan or programme relating to it) and this may include:
    - (i) how any costs will be met, including by deducting a relevant proportion of such costs from the entitlement of each electing member;

- (ii) the minimum number of Ordinary Shares that must be held by a member in order to participate in the right of election;
  - (iii) that the right of election shall not be made available to members resident within or beyond specified territories or jurisdictions; and
  - (iv) such exclusions, restrictions or other arrangements as they shall in their absolute discretion deem necessary or desirable in order to comply with legal or practical problems under the laws of, or the requirements of any recognised regulatory body or stock exchange in, any territory.
- (g) The dividend (or that part of the dividend in respect of which a right of election has been given) shall not be payable on Ordinary Shares in respect of which an election has been duly made (“the elected Ordinary Shares”). Instead, additional Ordinary Shares shall be allotted to the holders of the elected Ordinary Shares on the basis of allotment determined as aforesaid. For such purpose the directors shall capitalise out of any amount for the time being standing to the credit of any reserve or fund (including any share premium account or capital redemption reserve) or any of the profits which could otherwise have been applied in paying dividends in cash, as the directors may determine, a sum equal to the aggregate nominal amount of the additional Ordinary Shares to be allotted on that basis and apply it in paying up in full the appropriate number of Ordinary Shares for allotment and distribution to the holders of the elected Ordinary Shares on that basis.
- (h) The directors shall not proceed with any election unless the Company has sufficient reserves or funds that may be capitalised to give effect to it after the basis of allotment is determined.
- (i) For the purposes of a scrip dividend authorised pursuant to this article only, a resolution of the directors capitalising any profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve, merger reserve or revaluation reserve) shall have the same effect as if such capitalisation had been declared by ordinary resolution of the Company in accordance with article 126 and the directors may, in relation to any such capitalisation, exercise all of the powers conferred on them by article 126.
- (j) Unless the directors decide otherwise or the rules of a relevant system require otherwise, any new Ordinary Shares which a holder has elected to receive instead of cash in respect of some or all of their dividend will be:
- (i) shares in uncertificated form if the corresponding elected Ordinary Shares were uncertificated shares on the record date for that dividend; and
  - (ii) shares in certificated form if the corresponding elected Ordinary Shares were shares in certificated form on the record date for that dividend.
- (k) The additional Ordinary Shares when allotted shall rank *pari passu* in all respects with the fully paid Ordinary Shares then in issue except that they will not be entitled to participation in the dividend in lieu of which they were allotted.
- (l) The directors may do all acts and things which they consider necessary or expedient to give effect to any such capitalisation, and may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for such capitalisation and incidental matters and any agreement so made shall be binding on all concerned.

**Capitalisation of profits**

126. (1) The directors may with the authority of an ordinary resolution of the Company:
- (a) subject as provided in this article, resolve to capitalise any profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of any reserve or fund of the Company (including any share premium account, capital redemption reserve, merger reserve or revaluation reserve);
  - (b) appropriate the sum resolved to be capitalised to the members in proportion to the nominal amounts of the shares (whether or not fully paid) held by them respectively which would (or in the case of treasury shares, which would if such shares were not held as treasury shares) entitle them to participate in a distribution of that sum if the shares were fully paid and the sum were then distributable and were distributed by way of dividend and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full shares or debentures of the Company of a nominal amount equal to that sum, and allot such shares or debentures credited as fully paid to those members or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this article, only be applied in paying up shares to be allotted to members credited as fully paid;
  - (c) resolve that any shares so allotted to any member in respect of a holding by them of any partly paid shares shall so long as such shares remain partly paid rank for dividend only to the extent that the latter shares rank for dividend;
  - (d) make such provision by the issue of fractional certificates or other fractional entitlements (or by ignoring fractions) or by payment in cash or otherwise as they think fit in the case of shares or debentures becoming distributable in fractions (including provision whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned);
  - (e) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any further shares to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members; and
  - (f) generally do all acts and things required to give effect to such resolution as aforesaid.
- (2) Where, pursuant to an employees' share scheme (within the meaning of section 1166 of the Companies Act 2006) the Company has:
- (a) granted options to subscribe for shares on terms which provide (inter alia) for adjustments to the subscription price payable on the exercise of such options or to the number of shares to be allotted upon such exercise in the event of any increase or reduction in or other reorganisation of the Company's issued share capital and an otherwise appropriate adjustment would result in the subscription price for any share being less than its nominal value, then the directors may, on the exercise of any of the options concerned and payment of the subscription price which would have applied

had such adjustment been made, capitalise any such profits or other sum as is mentioned in paragraph (1)(a) of this article to the extent necessary to pay up the unpaid balance of the nominal value of the shares which fall to be allotted on the exercise of such options and apply such amount in paying up such balance and allot shares fully paid accordingly; and

- (b) granted (or assumed liability to satisfy) rights to subscribe for shares (whether in the form of stock options, stock units, restricted stock, stock appreciation rights, performance shares and units, dividend equivalent rights or otherwise) then the directors may, in connection with the issue of shares, capitalise any such profits or other sum as is mentioned in paragraph (1) of this article to the extent necessary to pay up the unpaid balance of the nominal value of the shares which fall to be issued in connection with such rights to subscribe and apply such amount in paying up such balance and allot shares fully paid accordingly, and

the provisions of paragraphs (1)(a) to (f) of this article shall apply with the necessary alterations to this paragraph (but as if the authority of an ordinary resolution of the Company were not required).

## **RECORD DATES FOR PAYMENTS AND ISSUE**

### **Company or directors may fix record dates for payments and issue**

127. Notwithstanding any other provision of these articles, but without prejudice to the rights attached to any shares, the Company or the directors may fix a date and time as the record date by reference to which persons registered as holders of shares or other securities shall be entitled to receipt of any dividend, distribution, allotment or issue, and that date may be before, on or after the date on which the dividend, distribution, allotment or issue is declared, paid or made, and where such a record date is fixed, references in these articles to a holder of shares or member to whom a dividend is to be paid or a distribution, allotment or issue is to be made shall be construed accordingly.

## **NOTICES AND OTHER COMMUNICATIONS**

### **Requirements for writing**

128. Any notice to be given to or by any person pursuant to these articles shall be in writing other than a notice calling a meeting of the directors which need not be in writing.

### **Methods of sending or supplying**

129. (1) Any notice, document or information may (without prejudice to articles 132 and 133) be sent or supplied by the Company to any member:
- (a) by hand, that is by any person (including a courier or process server) handing it to the member or leaving it at the member's registered address;
  - (b) by sending it by post in a prepaid envelope addressed to the member at their registered address;
  - (c) by sending it in electronic form to a person who has agreed (generally or specifically) that the notice, document or information may be sent or supplied in that form (and has not revoked that agreement);
  - (d) by making it available on a website, provided that the requirements in paragraph (2) of this article and the provisions of the Acts are satisfied;
  - (e) through a relevant system; or
  - (f) in some other way authorised in writing by the relevant member.



- (2) The requirements referred to in paragraph (1)(d) of this article are that:
  - (a) the member has agreed (generally or specifically) that the notice, document or information may be sent or supplied to them by being made available on a website (and has not revoked that agreement), or the member has been asked by the Company to agree that the Company may send or supply notices, documents and information generally, or the notice, document or information in question, to them by making it available on a website and the Company has not received a response within the period of 28 days beginning on the date on which the Company's request was sent and the member is therefore taken to have so agreed (and has not revoked that agreement);
  - (b) the member is sent a notification of the presence of the notice, document or information on a website, the address of that website, the place on that website where it may be accessed, and how it may be accessed ("notification of availability");
  - (c) in the case of a notice of meeting, the notification of availability states that it concerns a notice of a company meeting, specifies the place, time and date of the meeting, and states whether it will be an annual general meeting; and
  - (d) the notice, document or information continues to be published on that website, in the case of a notice of meeting, throughout the period beginning with the date of the notification of availability and ending with the conclusion of the meeting and in all other cases throughout the period specified by any applicable provision of the Acts, or, if no such period is specified, throughout the period of 28 days beginning with the date on which the notification of availability is sent to the member, save that if the notice, document or information is made available for part only of that period then failure to make it available throughout that period shall be disregarded where such failure is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.
- (3) In the case of joint holders:
  - (a) it shall be sufficient for all notices, documents and other information to be sent or supplied to the joint holder whose name stands first in the register of members in respect of the joint holding only; and
  - (b) the agreement of the joint holder whose name stands first in the register of members in respect of the joint holding that notices, documents and information may be sent or supplied in electronic form or by being made available on a website shall be binding on all the joint holders.
- (4) In the case of a member registered on a branch register, any notice, document or other information can be posted or despatched in the country where the branch register is kept.
- (5) For the avoidance of doubt, the provisions of this article are subject to article 50.
- (6) The Company may at any time and at its sole discretion choose to send or supply notices, documents and information only in hard copy form to some or all members.

#### **Deemed receipt of notice**

130. A member present either in person or by proxy at any meeting of the Company or of the holders of any class of shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

### **Company or directors may fix record dates for notices**

131. (1) The Company or the directors may fix a date and time as the record date by reference to which persons registered as holders of shares or other securities shall be entitled to receive any notice or other document to be given to members and no change in the register after that time shall invalidate the giving of the notice or document, provided that in the case of a notice of general meeting or the annual accounts and reports of the Company, such record date shall be within the period of 21 days before the day the notice or document is sent.
- (2) Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before their name is entered in the register of members, has been given to the person from whom they derive their title.

### **Notice when post not available**

132. Where, by reason of any suspension or curtailment of postal services, the Company is unable effectively to give notice of a general meeting, or meeting of the holders of any class of shares, the board may decide that the only persons to whom notice of the affected general meeting must be sent are: the directors; the Company's auditors; those members to whom notice to convene the general meeting can validly be sent by electronic means and those members to whom notification as to the availability of the notice of meeting on a website can validly be sent by electronic means. In any such case the Company shall also:
- (a) advertise the general meeting in at least two national daily newspapers published in the United Kingdom; and
- (b) if at least seven clear days before the meeting the posting of notices again becomes practicable, send or supply a confirmatory copy of the notice to members who were not sent the notice but would (but for this article) have been entitled to receive the notice.

### **Other notices and communications advertised in national newspaper**

133. Any notice, document or information to be sent or supplied by the Company to the members or any of them, not being a notice of a general meeting, shall be sufficiently sent or supplied if sent or supplied by advertisement in at least one national daily newspaper published in the United Kingdom.

### **When notice or other communication deemed to have been received**

134. Any notice, document or information sent or supplied by the Company to the members or any of them:
- (a) by hand, shall be deemed to have been received on the day it was handed to the member or left at the member's registered address;
- (b) by post, shall be deemed to have been received 24 hours after the time at which the envelope containing the notice, document or information was posted unless it was sent by second class post, or there is only one class of post, or it was sent by air mail to an address outside the United Kingdom, in which case it shall be deemed to have been received 48 hours after it was posted, and proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the notice, document or information was sent;
- (c) by electronic means, shall be deemed to have been received 24 hours after it was sent. Proof that a notice, document or information in electronic form was addressed to the electronic address provided by the member for the purpose of receiving communications from the Company shall be conclusive evidence that the notice, document or information was sent;
- (d) by making it available on a website, shall be deemed to have been received on the date on which notification of availability on the website is deemed to have been received in accordance with this article or, if later, the date on which it is first made available on the website;

- (e) by means of a relevant system, shall be deemed to have been received 24 hours after the Company or any sponsoring system-participant acting on the Company's behalf, sends the issuer-instruction relating to the notice, document or information;
- (f) by any other means specified in a written authorisation from the relevant member, shall be deemed to have been received when the Company has done what it was authorised to do by that member; and
- (g) by advertisement, shall be deemed to have been received on the day on which the advertisement appears.

#### **Communications sent or supplied to persons entitled by transmission**

135. (1) If a person who claims to be entitled to a share in consequence of the death or bankruptcy of a holder or otherwise by operation of law supplies to the Company:
- (a) such evidence as the directors may reasonably require to show their title to the share; and
  - (b) an address at which notices, documents or information may be sent or supplied to such person,
- then such a person shall be entitled to have sent or supplied to them at such address any notice, document or information to which the relevant holder would have been entitled if the death or bankruptcy or any other event giving rise to an entitlement to the share by law had not occurred.
- (2) Until a person entitled to the share has complied with paragraph (1) of this article, any notice, document or information may be sent or supplied to the relevant holder in any manner authorised by these articles, as if the death or bankruptcy or any other event giving rise to an entitlement to the share by law had not occurred. This shall apply whether or not the Company has notice of the death or bankruptcy or other event.

#### **Power to stop sending communications to untraced members**

136. If on three consecutive occasions notices, documents or information sent or supplied to a member have been returned undelivered, the member shall not be entitled to receive any subsequent notice, document or information until they have supplied to the Company (or its agent) a new registered address, or shall have informed the Company, in such manner as may be specified by the Company, of an electronic address. For the purposes of this article, references to notices, documents or information include references to a cheque or other instrument of payment; but nothing in this article shall entitle the Company to cease sending any cheque or other instrument of payment for any dividend, unless it is otherwise so entitled under these articles.

#### **Validation of documents in electronic form**

137. Where a document is required under these articles to be signed by a member or any other person, if the document is in electronic form, then in order to be valid the document must:
- (a) incorporate the electronic signature, or personal identification details (which may be details previously allocated by the Company), of that member or other person, in such form as the directors may approve; or
  - (b) be accompanied by such other evidence as the directors may require in order to be satisfied that the document is genuine.

The Company may designate mechanisms for validating any such document and a document not validated by the use of any such mechanisms shall be deemed as having not been received by the Company. In the case of any document or information relating to a meeting, an instrument of proxy or invitation to appoint a proxy, any validation requirements shall be specified in the relevant notice of meeting in accordance with articles 49 and 79.

## BRANCH REGISTERS

### Overseas branch registers

138. The Company, or the directors on behalf of the Company, may cause to be kept in any territory an overseas branch register of members resident in such territory, and the directors may make, and vary, such arrangements as they may think fit in relation to the keeping of any such register.

## ADMINISTRATION

### Making and retention of minutes

139. The directors shall cause minutes to be made, in books kept for the purpose of:

- (a) all appointments of officers made by the directors; and
- (b) all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the directors, and of committees of the directors, including the names of the directors present at each such meeting.

Minutes shall be retained for at least ten years from the date of the appointment or meeting and shall be kept available for inspection in accordance with the Acts.

### Inspection of accounts

140. Except as provided by statute or by order of the court or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

### Appointment of secretary

141. The secretary shall be appointed by the directors for such term, at such remuneration and upon such other conditions as they think fit; and any secretary so appointed may be removed by them. If thought fit, two or more persons may be appointed as joint secretaries. The directors may also appoint from time to time, on such terms as they may think fit, one or more deputy secretaries, assistant secretaries and deputy assistant secretaries and the secretary may delegate any of the powers or discretions which are conferred on the secretary under these articles to such person or persons by such means (including by power of attorney), to such an extent in relation to such matters or territories and on such terms and conditions, as the secretary thinks fit.

### Use of the seal

142. The seal shall be used only by the authority of a resolution of the directors or of a committee of the directors. The directors may determine whether any instrument to which the seal is affixed shall be signed and, if it is to be signed, who shall sign it. The directors may decide by what means and in what form the seal is to be used (including but not limited to electronic seals). Unless otherwise determined by the directors:
- (a) share certificates and, subject to the provisions of any instrument constituting the same, certificates issued under the seal in respect of any debentures or other securities, need not be signed and any signature may be applied to any such certificate by any mechanical or other means or may be printed on it;
  - (b) every other instrument to which the seal is affixed shall be signed by
    - (i) two directors of the Company;

- (ii) one director and the secretary of the Company; or
- (iii) at least one authorised person in the presence of a witness who attests the signature.

For this purpose an authorised person is any director of the Company or the secretary of the Company, or any person authorised by the directors for the purpose of signing instruments to which the seal is affixed.

#### **Official seal for use abroad**

143. The Company may have an official seal for use in accordance with the Acts. Such a seal shall be used only by the authority of a resolution of the directors or of a committee of the directors.

#### **Authentication of documents**

144. Any director or the secretary (inclusive of any deputy secretaries, assistant secretaries and deputy assistant secretaries) or any person appointed by the board for the purpose shall have the power to authenticate any document affecting the constitution of the Company and any resolution passed at a general meeting or at a meeting of the board or any committee, and any book, record, document or account relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any book, record, document or account is elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the board as aforesaid. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or as the case may be that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

#### **Destruction of documents**

145. (1) The Company may destroy:
- (a) any instrument of transfer, after six years from the date on which it is registered;
  - (b) any dividend mandate or notification of change of name or address, after two years from the date on which it is recorded;
  - (c) any share certificate, after one year from the date on which it is cancelled; and
  - (d) any other document on the basis of which an entry in the register of members is made, after six years from the date on which it is made.
- (2) Any document referred to in paragraph (1) of this article may be destroyed earlier than the relevant date authorised by that paragraph, provided that a copy of the document (whether made electronically, by microfilm, by digital imaging or by any other means) has been made which is not destroyed before that date.
- (3) It shall be conclusively presumed in favour of the Company that every entry in the register of members purporting to have been made on the basis of a document destroyed in accordance with this article was duly and properly made, that every instrument of transfer so destroyed was duly registered, that every share certificate so destroyed was duly cancelled, and that every other document so destroyed was valid and effective in accordance with the particulars in the records of the Company, provided that:
- (a) this article shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties to it) to which the document might be relevant;

- (b) nothing in this article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document otherwise than in accordance with this article which would not attach to the Company in the absence of this article; and
- (c) references in this article to the destruction of any document include references to the disposal of it in any manner.

### **Change of name**

146. The Company may change its name by resolution of the directors.

## **WINDING UP**

### **Winding up**

147. If the Company is wound up, the liquidator may, in accordance with the respective rights of the members, including the rights and restrictions attached to any share or class of shares, and with the sanction of a special resolution and any other sanction required by law, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as the liquidator may with the like sanction determine, but no member shall be compelled to accept any assets upon which there is a liability.

## **INDEMNITY**

### **Power to indemnify directors**

148. (1) Subject to paragraph (2) of this article, the Company:

- (a) may indemnify to any extent any person who is or was a director, or a director of any associated company, directly or indirectly (including by funding any expenditure incurred or to be incurred by them) against any loss or liability, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by them or otherwise, in relation to the Company or any associated company;
- (b) may indemnify to any extent any person who is or was a director of an associated company that is a trustee of an occupational pension scheme, directly or indirectly (including by funding any expenditure incurred or to be incurred by them) against any liability incurred by them in connection with the company's activities as trustee of an occupational pension scheme; and
- (c) may purchase and maintain insurance for any person who is or was a director, or a director of any associated company, against any loss or liability or any expenditure they may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by them or otherwise, in relation to the Company or any associated company,

and for this purpose an associated company means any body corporate which is or was a subsidiary undertaking of the Company or in which the Company or any subsidiary undertaking of the Company is or was interested.

- (2) This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Acts or by any other provision of law.

## JURISDICTION

### Exclusive jurisdiction

149. (1) Save in respect of any cause of action arising under the Securities Act or the Exchange Act, the courts of England and Wales shall have exclusive jurisdiction to resolve:
- (a) any derivative action or proceeding brought on behalf of the Company;
  - (b) any action or proceeding asserting a claim of breach of fiduciary duty owed by any director, officer or other employee to the Company;
  - (c) any action or proceeding asserting a claim arising out of any provision of the Acts or these articles; or
  - (d) any action or proceeding asserting a claim or otherwise related to the affairs of the Company.
- (2) The United States District Court for the Southern District of New York shall have exclusive jurisdiction to resolve any complaint asserting a cause of action arising under the Securities Act or the Exchange Act.
- (3) Any person or entity purchasing or otherwise acquiring any interest in the Company's shares shall be deemed to have notice of and to have consented to the provisions of this article.



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Our ref  
6506/31059030

Date  
26 March 2024

By email

Dear Sir or Madam

**Marex Group plc**

**1. INTRODUCTION AND SCOPE**

- 1.1 We have acted as English legal advisers to Marex Group plc, a public limited company organised under the laws of England and Wales (the "**Company**"), in connection with the registration statement on Form F-1 (as amended through the date hereof, the "**Registration Statement**") filed by the Company with the U.S. Securities and Exchange Commission (the "**SEC**") under the U.S. Securities Act of 1933 (the "**Securities Act**") relating to the proposed offering and registration of Ordinary Shares of current nominal value of US\$0.000165 each of the Company (the "**Shares**") (the "**Offering**"), including existing Shares in issue at the date of this opinion ("**Existing Shares**") and new Shares to be issued in connection with the Offering ("**New Shares**").
- 1.2 We are solicitors qualified in England and Wales. We express no opinion as to any law other than English law as applied by English courts and reported and in effect on the date of this opinion.
- 1.3 This opinion and any non-contractual obligations arising out of it or in connection with it are governed by and shall be construed in accordance with English law.
- 1.4 This opinion is limited to the matters in paragraph 4 and does not extend, and it is not to be read as extended by implication, to any other matters. No opinion is expressed as to matters of fact.
- 1.5 By giving this opinion we do not assume any obligation to notify you of changes in law following the date of this opinion which may affect the opinions expressed herein or to otherwise update this opinion in any respect.
- 1.6 This opinion is not designed to and is not likely to reveal fraud, misrepresentation, bribery or corruption by any person.

Herbert Smith Freehills LLP and its subsidiaries and Herbert Smith Freehills, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills.

Herbert Smith Freehills LLP is a limited liability partnership registered in England and Wales with registered number OC310989. It is authorised and regulated by the Solicitors' Regulation Authority of England and Wales. A list of the members and their professional qualifications is open to inspection at the registered office, Exchange House, Primrose Street, London EC2A 2EG. We use the word partner of Herbert Smith Freehills LLP to refer to a member of Herbert Smith Freehills LLP, or an employee or consultant with equivalent standing and qualifications.



1.7 The term “New Shares” shall include any additional Shares registered by the Company pursuant to Rule 462(b) under the Securities Act in connection with the Offering contemplated by the Registration Statement.

## 2. DOCUMENTS AND ENQUIRIES

2.1 For the purpose of giving this opinion, we have examined such records and registers of the Company as have been made available to us and such questions of law as we have considered appropriate, including, amongst other things, the following documents:

2.1.1 the Registration Statement;

2.1.2 copies of the following documents:

- (A) the certificate of incorporation of the Company dated 4 November 2005, certificates of incorporation on change of name of the Company dated 16 December 2005 and 4 July 2011 and certificate of incorporation on re-registration as a public limited company of the Company dated 24 May 2021;
- (B) the articles of association of the Company adopted on 21 March 2024 (the “**Amended Articles**”) and the articles of association of the Company adopted effective from, and conditional on, admission of the Shares to trading on the Nasdaq Global Select Market (the “**New Articles**”);
- (C) the resolutions of the Company’s board of directors passed at a meeting of the directors held on 21 March 2024 whereby it was resolved, inter alia, to adopt the Amended Articles and the New Articles;
- (D) the shareholder resolutions passed at a general meeting of the Company held on 21 March 2024 whereby it was resolved to adopt the Amended Articles and the New Articles;
- (E) a certificate of the Company Secretary dated 26 March 2024 certifying certain records of the Company resolutions of the board of directors of the Company and the shareholders of the Company (the “**Secretary’s Certificate**”);
- (F) a draft of the resolutions of the Company’s board of directors to be passed at a meeting of the directors to be held to resolve, inter alia, to allot and issue the New Shares (the “**Board Resolutions**”); and
- (G) a draft of the shareholder resolutions to be passed at a general meeting of the Company to be held to grant, inter alia, authorities to the board of directors of the Company for the purposes of sections 551 and 570 of the Companies Act 2006 to allot and issue the New Shares (the “**Shareholder Resolutions**” and, together with the Board Resolutions, the “**Corporate Approvals**”).

2.2 For the purpose of giving this opinion, we have made the following enquiries:

2.2.1 On 26 March 2024, at 2:20 p.m. we carried out a search of the Companies House Service operated by the Registrar of Companies in England and Wales in respect of the Company (the “**Company Register Search**”); and

2.2.2 on 26 March 2024 at 2:28 p.m., a search of the Insolvency and Companies List, at the Royal Courts of Justice was carried out (by us or by CRO Info (a brand name of Company Registrations Online Limited (company number 3638753) on our behalf) in relation to the Company (the “**Central Registry Search**”).

2.3 Except as stated above, we have not for the purpose of this opinion examined any agreements, documents or corporate records entered into by or affecting the Company or made any other enquiries concerning the Company.

### 3. ASSUMPTIONS

3.1 This opinion is based upon the assumption (which may or may not be the case) that:

- 3.1.1 **Authenticity:** all documents (including copy documents) examined by us are authentic, complete and accurate and all signatures and seals thereon (if any) are genuine;
- 3.1.2 **Documents up-to-date etc:** all documents which we have reviewed are and remain up-to-date and have not been terminated or rescinded;
- 3.1.3 **Drafts:** the drafts of the Corporate Approvals which we have examined, and on which we base this opinion, are the form in which the Corporate Approvals will be executed and delivered;
- 3.1.4 **Extracts:** in the case of any document from which extracts only have been supplied to us, the extracts do not reveal a misleading view of the document as a whole;
- 3.1.5 **Due execution:** each of the signed documents examined by us have been duly executed and, where applicable, delivered on behalf of the Company;
- 3.1.6 **Conditions:** any conditions to the authority to allot and issue the New Shares pursuant to the Corporate Approvals will be satisfied prior to any date of allotment and issue of New Shares (each, an “**Allotment Date**”);
- 3.1.7 **Resolutions:** the Shareholder Resolutions will be validly passed at properly convened and conducted meetings of the shareholders and remain in full force and effect without modification and will remain as at any Allotment Date, and the Board Resolutions will be validly passed and remain in full force and effect without modification and will remain as at any Allotment Date;
- 3.1.8 **Secretary’s Certificate:** the contents of the Secretary’s Certificate were true, accurate and not misleading when given and remain true, accurate and not misleading as at the date of this opinion and any Allotment Date, and there is no fact or matter referred to in the Secretary’s Certificate which would make any of the information in the Secretary’s Certificate inaccurate or misleading;
- 3.1.9 **Agreements:** prior to the issue of the New Shares, the Company will validly enter into an underwriting agreement on substantially the terms and conditions as set out in the draft of such agreement as at the date hereof (the “**Underwriting Agreement**”);
- 3.1.10 **Administration etc.:** no step has been taken to wind-up, strike off or dissolve the Company or to place the Company into administration and no receiver has been appointed over or in respect of the assets of the Company, nor has any analogous procedure or step been taken in any jurisdiction, which (in either case) has or have not been revealed by the searches referred to in paragraph 2.2 above;

- 3.1.11 **Filings:** the information disclosed by the Company Register Search and the Central Registry Search was and remains complete, accurate and up-to-date and will remain so as at any Allotment Date;
- 3.1.12 **No breach:** the Company will not, by reason of the transactions contemplated by the Corporate Approvals, be in breach of any of its obligations under any licence, authorisation, consent or similar document;
- 3.1.13 **Directors:** the directors of the Company have acted in good faith and have complied with their duties under all applicable laws in approving the Corporate Approvals and the transactions contemplated thereby;
- 3.1.14 **Misconduct, etc.:** there has not been and will not be any bad faith, breach of trust, fraud, coercion, duress or undue influence on the part of any of the directors in relation to any allotment and issue of Shares; and
- 3.1.15 **Regulatory requirements:** no Shares or rights to subscribe for Shares have been or will be offered to the public in the United Kingdom in breach of the Financial Services and Markets Act 2000, as amended ("**FSMA**") or of any other United Kingdom laws or regulations concerning offers of securities to the public, and no communication has been or shall be made in relation to the Shares in breach of section 21 of FSMA or any other United Kingdom laws or regulations relating to offers or invitations to subscribe for, or to acquire rights to subscribe for or otherwise acquire, shares or other securities.

#### 4. **OPINION**

Based on the documents referred to in paragraph 2 and subject to the assumptions contained in paragraph 3 and to the qualifications contained in paragraph 5 and to any matters not disclosed to us, it is our opinion that (i) the Existing Shares have been, and (ii) the New Shares when allotted and issued, delivered and paid for (or credited by the Company as paid for by capitalising available profits of the Company or any sum standing to the credit of any distributable reserve of the Company), subject to the receipt of valid consideration by the Company for the issue thereof in connection with the Offering in accordance with the terms of the Underwriting Agreement, in each case for (i) and (ii), will have been, duly and validly allotted and issued, be fully paid or credited as fully paid, and will not be subject to any call for the payment of further capital.

#### 5. **QUALIFICATIONS**

5.1 This opinion is subject to the qualifications contained in this section:

- 5.1.1 **Creditors:** This opinion is subject to any limitations arising from (a) bankruptcy, insolvency and liquidation, (b) reorganisation and (c) laws of general application relating to or affecting the rights of creditors.
- 5.1.2 **Records:** The records of the Registrar of Companies and the Insolvency and Companies List may not be complete or up-to-date and do not contain details of foreign insolvency proceedings. In particular, the Insolvency and Companies List may not contain details of moratoria applications filed, administration applications filed, or appointments recorded in or orders made by, district registries and county courts outside London. Searches at Companies House and at the Insolvency and Companies List are not capable of revealing whether or not a winding-up petition or a petition for the making of an administration order has been presented and, further, notice of a winding-up order or resolution, notice of an administration order and notice of the appointment of a receiver may not be filed at Companies House immediately and there may be a delay in the relevant notice appearing on the file of the company concerned.

5.1.3 **Company search:** A search at Companies House may not reveal whether the Shares or any of them are subject to a charge, encumbrance or other security interest because particulars of such security interests may not be filed at Companies House immediately, there may be a delay in the relevant registration appearing on the file of the Company concerned, not all security interests are registrable, such security interests have not in fact been registered or such security interests have been created by an individual or an entity which is not registered in Great Britain.

6. **CONSENT**

- 6.1 This opinion is addressed to you personally and is provided solely in connection with the Registration Statement. We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the reference to Herbert Smith Freehills LLP under the caption "Legal Matters" in the Registration Statement. We further consent to the incorporation by reference of this opinion and consent into any registration statement filed pursuant to Rule 462(b) under the Securities Act with respect to the Existing Shares and New Shares. In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act, or the rules and regulations of the SEC promulgated thereunder.
- 6.2 This opinion may not be relied upon by you for any other purpose, and, other than as set out in this paragraph 6, may not be assigned to any other entity or person for any purpose (including, without limitation, by any entity or person that acquires Shares from the Company) without our prior written consent.
- 6.3 This opinion is given by Herbert Smith Freehills LLP which assumes liability for and is solely responsible for it.

Yours faithfully,

/s/ Herbert Smith Freehills LLP

**Herbert Smith Freehills LLP**

**MULTI-CURRENCY REVOLVING FACILITY AGREEMENT  
INCORPORATING A SWINGLINE FACILITY  
\$150,000,000  
FOR**

**MAREX GROUP PLC**

arranged by  
**HSBC BANK PLC, BARCLAYS BANK PLC, BANK OF  
CHINA LIMITED, LONDON BRANCH AND INDUSTRIAL AND  
COMMERCIAL BANK OF CHINA LIMITED, LONDON  
BRANCH**

(as Mandated Lead Arrangers)

- with -

**HSBC BANK PLC**  
(acting as Agent)

- and -

**HSBC BANK USA, NATIONAL ASSOCIATION**  
(acting as Swingline Agent)



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Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

Hogan Lovells

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**Between:**

- (1) **Marex Group plc**, a company incorporated in England and Wales with company number 05613060 (the “**Parent**”);
- (2) **The Subsidiaries of the Parent** listed in Part A of Schedule 1 as original borrowers (together with the Parent the “**Original Borrowers**”);
- (3) **The company** listed in Part A of Schedule 1 as original guarantor (the “**Original Guarantor**”)
- (4) **HSBC Bank plc, Barclays Bank PLC, Bank of China Limited, London Branch and Industrial and Commercial Bank of China Limited, London Branch** as mandated lead arrangers (whether acting individually or together, the “**Mandated Lead Arranger**”);
- (5) **The Financial Institutions** listed in Part B and Part C of Schedule 1 as lenders (the “**Original Lenders**”);
- (6) **HSBC Bank plc** as agent of the other Finance Parties (the “**Agent**”); and
- (7) **HSBC Bank USA, National Association** as swingline agent for the Swingline Lenders (the “**Swingline Agent**”).

**It is agreed** as follows:

**SECTION 1**

**Interpretation**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Agreement:

“**Acceptable Bank**” means:

- (a) a bank or financial institution which has a rating for its long term unsecured and non-credit enhanced debt obligations of BBB- or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or Baa3 or higher by Moody’s Investor Services Limited or a comparable rating from an internationally recognised credit rating agency; or
- (b) a Finance Party.

“**Accession Letter**” means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*).

“**Additional Borrower**” means a company which becomes an Additional Borrower in accordance with Clause 28 (*Changes to the Obligors*).

“**Additional Business Day**” means any day specified as such in the applicable Reference Rate Terms.

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“**Additional Commitment**” means each additional Commitment assumed by an Existing Lender or, as applicable, Additional Lender in accordance with, as applicable, Clause 2.3 (*Additional Commitments*).

“**Additional Commitments Confirmation Notice**” means a notice substantially in the form set out in Schedule 14 (*Form of Additional Commitments Confirmation Notice*).

“**Additional Lender**” has the meaning given to it in paragraph a of Clause 27.12 (*Additional Lenders*).

“**Additional Obligor**” means an Additional Borrower.

“**Affiliate**” means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

“**Agent’s Spot Rate of Exchange**” means:

- (a) the Agent’s spot rate of exchange; or
- (b) (if the Agent does not have an available spot rate of exchange) any other publicly available spot rate of exchange selected by the Agent (acting reasonably),

for the purchase of the relevant currency with the Base Currency in the London foreign exchange market at or about 11:00 a.m. on a particular day.

“**Alternative Term Rate**” means any rate specified as such in the applicable Reference Rate Terms.

“**Alternative Term Rate Adjustment**” means any rate which is either:

- (a) specified as such in the applicable Reference Rate Terms; or
- (b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology specified in the applicable Reference Rate Terms.

“**Assignment Agreement**” means an agreement substantially in the form set out in Schedule 5 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee.

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“**Availability Period**” means the period from and including the date of this Agreement to and including the Termination Date.

“**Available Commitment**” means the Available Revolving Facility Commitment and the Available Swingline Commitment.

“**Available Facility**” means the aggregate for the time being of each Lender’s Available Commitment.

“**Available Revolving Facility**” means the aggregate for the time being of each Lender’s Available Revolving Facility Commitment.

“**Available Revolving Facility Commitment**” means (but without limiting Clause 6.5 (*Relationship with the Revolving Facility*)) a Lender’s Revolving Facility Commitment minus:

- (a) the Base Currency Amount of its participation in any outstanding Revolving Facility Loans; and
- (b) in relation to any proposed Utilisation, the Base Currency Amount of its participation in any Revolving Facility Loans that are due to be made on or before the proposed Utilisation Date,  
other than that Lender’s participation in any Revolving Facility Loans that are due to be repaid or prepaid on or before the proposed Utilisation Date.

“**Available Swingline Commitment**” of a Swingline Lender means (but without limiting Clause 6.5 (*Relationship with the Revolving Facility*)) that Lender’s Swingline Commitment minus:

- (a) the amount of its participation in any outstanding Swingline Loans; and
- (b) in relation to any proposed Utilisation under the Swingline Facility, the amount of its participation in any Swingline Loans that are due to be made under the Swingline Facility on or before the proposed Utilisation Date,

other than that Lender’s participation in any Swingline Loans that are due to be repaid or prepaid on or before the proposed Utilisation Date.

“**Available Swingline Facility**” means the aggregate for the time being of each Swingline Lender’s Available Swingline Commitment.

“**Base Currency**” means US Dollars.

“**Base Currency Amount**” means, in relation to a Loan, the amount specified in the Utilisation Request delivered by a Borrower for that Loan (or, if the amount requested is not denominated in the Base Currency, that amount converted into the Base Currency at the Agent’s Spot Rate of Exchange on the date which is three Business Days before the Utilisation Date or, if later, on the date the Agent receives the Utilisation Request) as adjusted to reflect any repayment or prepayment of a Loan.

“**Baseline CAS**” means, in relation to a Compounded Rate Loan in a Compounded Rate Currency, any rate which is either:

- (a) specified as such in the applicable Reference Rate Terms; or
- (b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology specified in the applicable Reference Rate Terms.

“**Borrower**” means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*).

“**Break Costs**” means any amount specified as such in the applicable Reference Rate Terms.

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“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in London and:

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency;
- (b) (in relation to any date for payment or purchase of euro) which is a TARGET Day; and
- (c) (in relation to:
  - (i) the fixing of an interest rate in relation to a Term Rate Loan;
  - (ii) any date for payment or purchase of an amount relating to a Compounded Rate Loan; or
  - (iii) the determination of the first day or the last day of an Interest Period for a Compounded Rate Loan, or otherwise in relation to the determination of the length of such an Interest Period),

which is an Additional Business Day relating to that Loan or Unpaid Sum.

“**Central Bank Rate**” has the meaning given to that term in the applicable Reference Rate Terms.

“**Central Bank Rate Adjustment**” has the meaning given to that term in the applicable Reference Rate Terms.

“**Class 1 Acquisition**” means an acquisition which constitutes a Class 1 transaction or a reverse takeover for the purposes of the Listing Rules of the FCA.

“**Code**” means the US Internal Revenue Code of 1986.

“**Commitment**” means a Revolving Facility Commitment or a Swingline Commitment.

“**Competitor**” means (a) any person or entity which is a direct competitor of the Group and (b) any controlling shareholder of such person, other than (in either case) a person or entity which is a bank or financial institution which is regularly engaged in or established for the purpose of making, purchasing or investing in loans and equivalent assets, acting in such capacity.

“**Compliance Certificate**” means a certificate substantially in the form set out in Schedule 8 (*Form of Compliance Certificate*).

“**Compounded Rate Currency**” means any currency which is not a Term Rate Currency.

“**Compounded Rate Interest Payment**” means the aggregate amount of interest that:

- (a) is, or is scheduled to become, payable under any Finance Document; and
- (b) relates to a Compounded Rate Loan.

“**Compounded Rate Loan**” means any Loan or, if applicable, Unpaid Sum which is not a Term Rate Loan.

“**Compounded Reference Rate**” means, in relation to any RFR Banking Day during the Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the aggregate of:

- (a) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and
- (b) the applicable Baseline CAS or Rate Switch CAS (if any).

“**Compounding Methodology Supplement**” means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

- (a) is agreed in writing by the Parent, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);
- (b) specifies a calculation methodology for that rate; and
- (c) has been made available to the Parent and each Finance Party.

“**Confidential Information**” means all information relating to the Parent, any Obligor, the Group, the Finance Documents or a Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or a Facility from either:

- (a) any member of the Group or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

- (i) information that:
  - (1) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 39 (*Confidential Information*); or
  - (2) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or
  - (3) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and
- (ii) any Funding Rate.

“**Confidentiality Undertaking**” means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Parent and the Agent.

“**CTA**” means the Corporation Tax Act 2009.

“**Cumulative Compounded RFR Rate**” means, in relation to an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 17 (*Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

“**Daily Non-Cumulative Compounded RFR Rate**” means, in relation to any RFR Banking Day during an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 16 (*Daily Non-Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

“**Daily Rate**” means the rate specified as such in the applicable Reference Rate Terms.

“**Default**” means an Event of Default or any event or circumstance specified in Clause 26 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

“**Defaulting Lender**” means any Lender:

- (a) which has failed to make its participation in a Loan available (or has notified the Agent or the Parent (which has notified the Agent) that it will not make its participation in a Loan available by the Utilisation Date of that Loan in accordance with Clause 5.4 (*Lenders' Participation*));
- (b) which has otherwise rescinded or repudiated a Finance Document; or
- (c) with respect to which an Insolvency Event has occurred and is continuing,

unless, in the case of paragraph (a) above:

- (i) its failure to pay is caused by:
  - (1) administrative or technical error; or
  - (2) a Disruption Event; andpayment is made within 5 Business Days of its due date; or
- (ii) that Lender is disputing in good faith whether it is contractually obliged to make the payment in question.

“**Disruption Event**” means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

- (i) from performing its payment obligations under the Finance Documents; or
- (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

“**Eligible Institution**” means any Lender or other bank, financial institution, trust, fund or other entity selected by the Parent.

“**Event of Default**” means any event or circumstance specified as such in Clause 26 (*Events of Default*).

“**Existing Facility Agreement**” means the \$120,000,000 multicurrency revolving facility agreement originally dated 6 June 2014 and made between, amongst others, the Parent and Lloyds Bank Corporate Markets plc as arranger, agent and security agent as amended and restated from time to time.

“**Existing Increase Lender**” has the meaning given to that term in paragraph (d) of Clause 2.3 (*Additional Commitments*).

“**Extension Confirmation**” means a confirmation made in accordance with Clause 10 (*Extension Option*) (substantially in the form set out in Part B of Schedule 12 (*Form of Extension Confirmation*)).

“**Extension Request**” means a request made in accordance with Clause 10 (*Extension option*) (substantially in the form set out Part A of Schedule 12 (*Form of Extension Request*)).

“**Facility**” means the Revolving Facility or the Swingline Facility.

“**Facility Office**” means the office or offices notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days’ written notice) as the office or offices through which it will perform its obligations under this Agreement.

“**Fallback Interest Period**” means, in relation to a Term Rate Loan, the period specified as such in the applicable Reference Rate Terms.

“**FATCA**” means:

- (a) sections 1471 to 1474 of the Code or any associated regulations;
- (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

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- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

“**FATCA Application Date**” means:

- (a) in relation to a “withholdable payment” described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a “passthru payment” described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

“**FATCA Deduction**” means a deduction or withholding from a payment under a Finance Document required by FATCA.

“**FATCA Exempt Party**” means a Party that is entitled to receive payments free from any FATCA Deduction.

“**Fee Letter**” means:

- (a) any letter or letters dated on or about the date of this Agreement between the Mandated Lead Arranger and the Parent (or the Agent and the Parent) setting out any of the fees referred to in Clause 15 (*Fees*); and
- (b) any other agreement setting out fees payable to a Finance Party referred to in paragraphs (e) and (f) of Clause 2.3, Clause 10.5 (*Extension Fees*) or under any other Finance Document.

“**Federal Funds Rate**” means in relation to any day, the rate per annum equal to:

- (a) the rate on overnight federal funds transactions calculated by the Federal Reserve Bank of New York as the federal funds effective rate as published for that day (or, if that day is not a New York Business Day, for the immediately preceding New York Business Day) by the Federal Reserve Bank of New York; or
- (b) if a rate is not so published for any day which is a New York Business Day, the average of the quotations for that day on overnight federal funds transactions received by the Agent from three depository institutions of recognised standing selected by the Agent,

and if, in either case, that rate is less than zero, the Federal Funds Rate shall be deemed to be zero.

“**Finance Document**” means this Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, any Utilisation Request, any Compliance Certificate, any Extension Confirmation, any Additional Commitments Confirmation Notice, any Reference Rate Supplement, any Compounding Methodology Supplement and any other document designated as such by the Agent and the Parent.

“**Finance Party**” means the Agent, the Mandated Lead Arranger or a Lender.

“**Financial Indebtedness**” means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019, have been treated as an operating lease);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account as at the relevant date on which Financial Indebtedness is calculated);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (i) any redeemable preference share which is capable of being redeemed prior to the Termination Date; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

“**First Extended Termination Date**” means, the date falling 12 months after the Original Termination Date.

“**French Government Securities**” means marketable debt obligations issued or guaranteed by the French Government.

“**Financial Quarter**” has the meaning given to that term in Clause 24.1 (*Financial Definitions*).

“**Financial Half-Year**” has the meaning given to that term in Clause 24.1 (*Financial Definitions*).

“**Financial Year**” has the meaning given to that term in Clause 24.1 (*Financial Definitions*).

“**Fitch**” means Fitch Ratings Ltd or any of its affiliates or successors to its ratings business.



“**Funding Rate**” means any individual rate notified by a Lender to the Agent pursuant to paragraph (a)(ii) of Clause 14.4 (*Cost of funds*).

“**GAAP**” means generally accepted accounting principles in the United Kingdom, including IFRS.

“**German Government Securities**” means marketable debt obligations issued or guaranteed by the Federal Government of Germany.

“**Governmental Authority**” means the government of any jurisdiction, or any political subdivision thereof, whether provincial, state or local, and any department, ministry, agency, instrumentality, authority, body, court, central bank or other entity lawfully exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“**Group**” means the Parent and its Subsidiaries for the time being.

“**Guarantor**” means the Original Guarantor.

“**Historic Primary Term Rate**” means, in relation to any Term Rate Loan, the most recent applicable Primary Term Rate for a period equal in length to the Interest Period of that Loan and which is as of a day which is no more than three Business Days before the Quotation Day.

“**Holding Company**” means, in relation to a person, any other person in respect of which it is a Subsidiary.

“**IFRS**” means UK adopted international accounting standards within the meaning of section 474(1) of the Companies Act 2006 to the extent applicable to the relevant financial statements.

“**Increase Confirmation**” means a confirmation substantially in the form set out in Schedule 11 (*Form of Increase Confirmation*).

“**Increase Lender**” has the meaning given to that term in Clause 2.2 (*Increase*).

“**Insolvency Event**” in relation to a Finance Party means that Finance Party:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

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- (e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:
  - (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or
  - (ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in paragraph (d) above);
- (h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (h) above; or
- (j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

“**Interest Period**” means, in relation to a Loan, each period determined in accordance with Clause 13 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 12.4 (*Default interest*).

“**Interpolated Alternative Term Rate**” means, in relation to any Term Rate Loan, the rate (rounded to the same number of decimal places as the two relevant Alternative Term Rates) which results from interpolating on a linear basis between:

- (a) the applicable Alternative Term Rate for the longest period (for which that Alternative Term Rate is available) which is less than the Interest Period of that Loan; and
- (b) the applicable Alternative Term Rate for the shortest period (for which that Alternative Term Rate is available) which exceeds the Interest Period of that Loan,

each as of the Quotation Time.

“**Interpolated Historic Primary Term Rate**” means, in relation to any Term Rate Loan, the rate (rounded to the same number of decimal places as the two relevant Primary Term Rates) which results from interpolating on a linear basis between:

- (a) the most recent applicable Primary Term Rate (as of a day which is not more three Business Days before the Quotation Day) for the longest period (for which that Primary Term Rate is available) which is less than the Interest Period of that Loan; and
- (b) the most recent applicable Primary Term Rate (as of a day which is not more three Business Days before the Quotation Day) for the shortest period (for which that Primary Term Rate is available) which exceeds the Interest Period of that Loan.

**“Interpolated Primary Term Rate”** means, in relation to any Term Rate Loan, the rate (rounded to the same number of decimal places as the two relevant Primary Term Rates) which results from interpolating on a linear basis between:

- (a) the applicable Primary Term Rate for the longest period (for which that Primary Term Rate is available) which is less than the Interest Period of that Loan; and
- (b) the applicable Primary Term Rate for the shortest period (for which that Primary Term Rate is available) which exceeds the Interest Period of that Loan,

each as of the Quotation Time.

**“ITA”** means the Income Tax Act 2007.

**“Legal Reservations”** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court, the principle of reasonableness and fairness and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under applicable statutes of limitation, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim;
- (c) the fact that a court:
  - (i) may refuse to give effect to a purported contractual obligation to pay costs imposed upon another person in respect of costs of any unsuccessful litigation brought against that person or may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before that court;
  - (ii) may stay proceedings if concurrent proceedings based on the same grounds and between the same parties have previously been brought before another court; and
  - (iii) may refuse to give effect to the provisions of Clause 36 (*Partial Invalidity*) or any similar provision in any other Finance Document;
- (d) the fact that a court may limit the concept of irrevocability by applying restrictions based on cogent reasons for the respective concerned party to withdraw from the right irrevocably granted;
- (e) similar principles, rights and defences under the laws of any jurisdiction of incorporation of any Obligor; and

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- (f) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*) or Clause 28 (*Changes to the Obligors*).

“**Lender**” means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party as a “Lender” in accordance with Clause 2.2 (*Increase*) or Clause 27 (*Changes to the Lenders*),

which in each case has not ceased to be a Party as such in accordance with the terms of this Agreement.

“**Lender Accession Memorandum**” means the memorandum to be prepared by the Agent to be executed by the Parent, the Additional Lender and the Agent pursuant to paragraph (a) of Clause 27.12 (*Additional Lenders*) substantially in the form of Schedule 13 (*Form of Lender Accession Memorandum*);

“**LMA**” means the Loan Market Association.

“**Loan**” means a Revolving Facility Loan or a Swingline Loan.

“**Long Term Credit Rating**” has the meaning given to that term in the definition of “Margin” in this Clause 1.1 (*Definitions and Interpretation*).

“**Loan to Own Investor**” means any person (including an Affiliate or Related Fund of a Lender) whose principal business or material activity is investment strategies the primary purpose of which is the purchase of loans or other debt securities with the intention (or view to) owning the equity or gaining control of a business.

“**Lookback Period**” means the number of days specified as such in the applicable Reference Rate Terms.

“**Majority Lenders**” means a Lender or Lenders whose Revolving Facility Commitments aggregate more than  $66\frac{2}{3}$  per cent. of the Total Revolving Facility Commitments (or, if the Total Revolving Facility Commitments have been reduced to zero, aggregated more than  $66\frac{2}{3}$  per cent. of the Total Revolving Facility Commitments immediately prior to the reduction).

“**Margin**” means 2.10 per cent. per annum but if:

- (a) no Event of Default has occurred and is continuing; and
- (b) the credit rating solicited by the Parent assigned by S&P or Fitch to the Parent’s long-term unsecured and non-credit enhanced debt (each a “**Long-Term Credit Rating**”) last published (and not withdrawn) is within a range set out below,

then the Margin for each Loan will be the percentage per annum set out below in the column opposite that range:

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Credit rating (S&P / Fitch)	Margin per cent. per annum
Greater than BBB/BBB	1.60
BBB/BBB	1.85
BBB- / BBB-	2.10
BB+ / BB+	2.45
BB / BB	2.60

However:

- (a) if the Long-term Credit Ratings differ, the Margin will be determined on the basis of the arithmetic mean of the Margins applicable to those Long-Term Credit Ratings;
- (b) if there is only one Long-Term Credit Rating, the Margin will be determined on the basis of that Long-Term Credit Rating;
- (c) any increase or decrease in the Margin for a Loan shall take effect on the date which is the first day of the next Interest Period for that Loan following receipt by the Agent of a Rating Notification;
- (d) if there is no current Long-Term Credit Rating, the Margin for each Loan shall be the highest percentage per annum set out above; and
- (e) if an Event of Default has occurred and is continuing, the Margin for each Loan shall be the highest percentage per annum set out above until the date on which that Event of Default ceases to be continuing, whereupon the Margin shall revert to the rate determined in accordance with the table above.

“**Market Disruption Rate**” means the rate (if any) specified as such in the applicable Reference Rate Terms.

“**Material Adverse Effect**” means, any event or circumstance which, taking into account all relevant circumstances, has a material adverse effect on:

- (a) the consolidated financial condition or business of the Group taken as a whole; or
- (b) the ability of any Borrower to perform and comply with its payment obligations under the Finance Documents; or
- (c) subject to the Legal Reservations, the validity, legality or enforceability of any Finance Document.

“**Material Company**” means, at any time:

- (a) an Obligor;
- (b) a Subsidiary of the Parent which is incorporated within the European Economic Area (EEA) or the United Kingdom and which represents five per cent. or more of Tangible Net Worth; or
- (c) a Subsidiary of the Parent which is not incorporated within the EEA or, as applicable, the United Kingdom, and which represents ten per cent. or more of Tangible Net Worth).

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Compliance with the conditions set out in paragraphs (a) and (c) above shall be determined by reference to the latest audited financial statements of that Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) and the latest audited consolidated financial statements of the Group. However, if a Subsidiary has been acquired since the date as at which the latest audited consolidated financial statements of the Group were prepared, the financial statements shall be deemed to be adjusted in order to take into account the acquisition of that Subsidiary (that adjustment being certified by the Group's Auditors as representing an accurate reflection of the revised Tangible Net Worth of the Group).

A report by the Auditors of the Parent that a Subsidiary is or is not a Material Company shall, in the absence of manifest error, be conclusive and binding on all Parties.

“**Month**” means, in relation to an Interest Period (or any other period for the accrual of commission or fees in a currency), a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to adjustment in accordance with the rules specified as Business Day Conventions in the applicable Reference Rate Terms.

“**Moody's**” means Moody's Investors Service Limited or any of its affiliates or successors to its ratings business.

“**New Lender**” has the meaning given to that term in Clause 27 (*Changes to the Lenders*).

“**New York Business Day**” means a day (other than a Saturday or a Sunday) on which banks are open for general business in New York.

“**Obligor**” means a Borrower or a Guarantor.

“**Obligors' Agent**” means the Parent, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2.5 (*Obligors' Agent*).

“**OFAC**” means the Office of Foreign Assets Control of the US Department of the Treasury.

“**Optional Currency**” means a currency (other than the Base Currency) which complies with the conditions set out in Clause 4.3 (*Conditions relating to Optional Currencies*).

“**Original Financial Statements**” means, the audited consolidated financial statements of the Parent for the financial year ended 31 December 2022.

“**Original Obligor**” means an Original Borrower or the Original Guarantor.

“**Original Swingline Lender**” means an Original Lender listed in Part C of Schedule 1 (*The Original Parties*) as a Swingline Lender.

“**Overall Commitment**” of a Lender means:

- (a) its Revolving Facility Commitment; or
- (b) in the case of a Swingline Lender which does not have a Revolving Facility Commitment, the Revolving Facility Commitment of a Lender which is its Affiliate.

“**Original Termination Date**” means the date falling three years after the date of this Agreement.

“**Participating Member State**” means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

“**Party**” means a party to this Agreement.

“**Primary Term Rate**” means the rate specified as such in the applicable Reference Rate Terms.

“**Permitted Brokerage Business**” means obligations relating to the financing or clearance/settlement of securities and other trade and financial instruments held in the normal day to day conduct of the Group’s business, including but not limited to any margin facility or other margin-related Financial Indebtedness incurred to finance such securities or instruments, in each case, where those obligations are matched by corresponding assets.

“**Permitted Holders**” means each of:

- (a) BXR Group Limited;
- (b) JRJ Investor 1 LP; and
- (c) Trilantic Capital Partners IV,

in each case, including their Affiliates and Related Funds.

“**Permitted Re-Organisation**” means a re-organisation (including, without limitation, a liquidation, merger or amalgamation) on a solvent basis of a Material Company (the “**Old Material Company**”) provided that:

- (a) the Old Material Company is not the Parent or a Borrower; and
- (b) any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group.

“**Qualifying IPO**” means the listing or the admission to trading of 25 per cent. or more of the share capital of the Parent on any exchange located in London, New York or any internationally recognised exchange located in any EEA Member Country.

“**Qualifying IPO Effective Date**” means the date on which a Qualifying IPO occurs.

“**Qualifying Lender**” has the meaning given to it in Clause 16 (*Tax gross-up and indemnities*).

“**Quasi Security**” has the meaning given to it in Clause 25.3 (*Negative Pledge*).

“**Quotation Day**” means the day specified as such in the applicable Reference Rate Terms.

“**Quotation Time**” means the relevant time (if any) specified as such in the applicable Reference Rate Terms.

“**Quoted Tenor**” means, in relation to a Primary Term Rate or an Alternative Term Rate, any period for which that rate is customarily displayed on the relevant page or screen of an information service and which may be selected as an Interest Period by the relevant Borrower under Clause 13.1 (*Selection of Interest Periods*).

“**Rate Switch CAS**” means, in relation to any Loan or Unpaid Sum in a Rate Switch Currency which is or becomes a “Compounded Rate Loan” pursuant to Clause 12A (*Rate Switch*), any rate which is either:

- (a) specified as such in the applicable Reference Rate Terms; or
- (b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology specified in the applicable Reference Rate Terms.

“**Rating Notification**” meant a notice delivered by the Parent to the Agent referred to in paragraph (d) of Clause 23.4 (*Information: miscellaneous*) notifying the Agent of a change to any of its Long-Term Credit Ratings.

“**Reference Rate Supplement**” means, in relation to any currency, a document which:

- (a) is agreed in writing by the Parent and the Agent (acting on the instructions of the Majority Lenders);
- (b) specifies for that currency the relevant terms which are expressed in this Agreement to be determined by reference to Reference Rate Terms;
- (c) specifies whether that currency is a Compounded Rate Currency or a Term Rate Currency; and
- (d) has been made available to the Parent and each Finance Party.

“**Reference Rate Terms**” means, in relation to:

- (a) a currency;
- (b) a Loan or an Unpaid Sum in that currency;
- (c) an Interest Period for that Loan or Unpaid Sum (or other period for the accrual of commission or fees in a currency); or
- (d) any term of this Agreement relating to the determination of a rate of interest in relation to such a Loan or Unpaid Sum, the terms set out for that currency, and (where such terms are set out for different categories of Loan, Unpaid Sum or accrual of commission or fees in that currency) for the category of that Loan, Unpaid Sum or accrual, in Schedule 15 (*Reference Rate Terms*) or in any Reference Rate Supplement.

“**Related Fund**” in relation to a fund (the “**first fund**”), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

“**Relevant Market**” means the market specified as such in the applicable Reference Rate Terms.

“**Repeating Representations**” means each of the representations set out in in Clause 22.1 (*Status*) to Clause 22.6 (*Governing law and enforcement*), Clause 22.10 (*No Misleading Information*) and Clause 22.12 (*Pari Passu ranking*) to Clause 22.15 (*Anti-corruption law/Anti-Money Laundering*).

“**Reporting Day**” means the day (if any) specified as such in the applicable Reference Rate Terms.



“**Reporting Time**” means the relevant time (if any) specified as such in the applicable Reference Rate Terms.

“**Representative**” means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

“**Resignation Letter**” means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*).

“**Revolving Facility**” means the revolving loan facility made available under this Agreement as described in Clause 2.1 (*The Revolving Facility*).

“**Revolving Facility Commitment**” means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading “Commitment” in Part B and Part C of Schedule 1 (*The Original Parties*) and the amount of any other Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*), Clause 2.3 (*Additional Commitments*) or Clause 10.2 (*Lenders’ discretion*); and
- (b) in relation to any other Lender, the amount in the Base Currency of any Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*), Clause 2.3 (*Additional Commitments*) or Clause 10.2 (*Lenders’ discretion*),

to the extent not cancelled, reduced or transferred by it under this Agreement.

“**Revolving Facility Loan**” means a revolving facility loan made available under this Agreement as described in Clause 2.1 (*The Revolving Facility*).

“**RFR**” means the rate specified as such in the applicable Reference Rate Terms.

“**RFR Banking Day**” means any day specified as such in the applicable Reference Rate Terms.

“**Rollover Loan**” means one or more Revolving Facility Loans:

- (a) made or to be made on the same day that a maturing Revolving Facility Loan is due to be repaid;
- (b) the aggregate amount of which is equal to or less than the amount of the maturing Revolving Facility Loan;
- (c) in the same currency as the maturing Revolving Facility Loan (unless arising as a result of the operation of Clause 8.2 (*Unavailability of a currency*)); and
- (d) made or to be made to the same Borrower for the purpose of refinancing that maturing Revolving Facility Loan.

“**S&P**” means S&P Global Ratings or any of its affiliates or successors to its ratings business.

“**Sanctioned Country**” means any country or territory which is (or whose government is) subject to Sanctions (currently, the Crimea, Donetsk and Luhansk regions of Ukraine, Cuba, Iran, North Korea, Syria and Sudan).

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“**Sanctioned Person**” means any person (i) named on the list of “Specially Designated Nationals and Blocked Persons” maintained by OFAC or any similar list maintained by the any Sanctions Authority, each as amended, supplemented or substituted by from time to time; (ii) located in, organised or resident in any Sanctioned Country; (iii) owned or controlled by any person listed in (i) above; or (iv) or otherwise a target of Sanctions.

“**Sanctions**” means economic or financial sanctions, laws, regulations, requirements, or embargoes or other restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority.

“**Sanctions Authority**” means (i) the United States of America, (ii) the United Nations, (iii) the European Union, the United Kingdom, Hong Kong, or the respective Governmental Authorities of any of the foregoing including without limitation OFAC, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council and (iii) His Majesty’s Treasury of the United Kingdom.

“**Second Extended Termination Date**” means the date falling 12 months after the First Extended Termination Date.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“**Separate Loan**” has the meaning given to that term in Clause 9.1 (*Repayment of Revolving Facility Loans*).

“**Specified Time**” means a day or time determined in accordance with Schedule 10 (*Timetables*).

“**Subsidiary**” means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

“**Subordinated Debt**” means:

- (a) the aggregate amount subscribed for by any person (other than a member of the Group) for subordinated loan notes or other subordinated debt instruments including in the Parent; and
- (b) any subordinated Financial Indebtedness which is classified as Additional Tier One (AT1) capital or Tier Two capital of the Parent under any applicable laws or regulations.

“**Swingline Commitment**” means:

- (a) in relation to an Original Swingline Lender, the amount in the Base Currency set opposite its name under the heading “Swingline Commitment” in Part C of Schedule 1 (*The Original Parties*) and the amount of any other Swingline Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*), Clause 2.3 (*Additional Commitments*) or Clause 10.2 (*Lenders’ discretion*); and
- (b) in relation to any other Swingline Lender, the amount in the Base Currency of any Swingline Commitment transferred to it under this Agreement or assumed by it in accordance with Clause 2.2 (*Increase*), Clause 2.3 (*Additional Commitments*) or Clause 10.2 (*Lenders’ discretion*), to the extent not cancelled, reduced or transferred by it under this Agreement.

“**Swingline Facility**” means the dollar swingline loan facility made available under this Agreement as described in Clause 7 (*Swingline Loans*).

“**Swingline Lender**” means:

- (a) an Original Swingline Lender; or
- (b) any other person which has become a Party as a “Lender” in respect of a Swingline Commitment or a participation in a Swingline Loan in accordance with Clause 2.2 (*Increase*), Clause 2.3 (*Additional Commitments*) or Clause 10.2 (*Lenders’ discretion*) or Clause 27 (*Changes to the Lenders*),

which in each case has not ceased to be a Party as such in accordance with the terms of this Agreement.

“**Swingline Loan**” means a loan made or to be made under the Swingline Facility or the principal amount outstanding for the time being of that loan.

“**T2**” means the real time gross settlement system operated by the Eurosystem, or any successor system.

“**Tangible Net Worth**” has the meaning given to that term in Clause 24.1 (*Financial Definitions*).

“**TARGET Day**” means any day on which T2 is open for the settlement of payments in euro.

“**Tax**” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“**Term Rate Currency**” means:

- (a) euro; and
- (b) any currency specified as such in a Reference Rate Supplement relating to that currency, to the extent, in any case, not specified otherwise in a subsequent Reference Rate Supplement.

“**Term Rate Loan**” means any Loan or, if applicable, Unpaid Sum in a Term Rate Currency to the extent that it is not, or has not become, either:

- (a) a “Compounded Rate Loan” for its then current Interest Period pursuant to Clause 14.1 (*Interest calculation if no Primary Term Rate*); or
- (b) a “Compounded Rate Loan” pursuant to Clause 12A (*Rate Switch*).

“**Term Reference Rate**” means, in relation to a Term Rate Loan:

- (a) the applicable Primary Term Rate as of the Quotation Time for a period equal in length to the Interest Period of that Loan; or

(b) as otherwise determined pursuant to Clause 14.1 (*Interest calculation if no Primary Term Rate*), and if, in either case, that rate is less than zero, the Term Reference Rate shall be deemed to be zero.

“**Termination Date**” means:

- (a) the Original Termination Date; or
- (b) subject to Clause 10 (*Extension Option*):
  - (i) the First Extended Termination Date; or
  - (ii) the Second Extended Termination Date.

“**Total Commitments**” means the Total Revolving Facility Commitments.

“**Total Revolving Facility Commitments**” means the aggregate of the Revolving Facility Commitments, being \$150,000,000 at the date of this Agreement.

“**Total Swingline Commitments**” means the aggregate of the Swingline Commitments, being \$37,500,000 at the date of this Agreement.

“**Transfer Certificate**” means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Parent.

“**Transfer Date**” means, in relation to an assignment or a transfer, the later of:

- (a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and
- (b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

“**Unpaid Sum**” means any sum due and payable but unpaid by an Obligor under the Finance Documents.

“**UK Government Securities**” means UK government gilts issued or guaranteed by the Government of the United Kingdom.

“**US**” means the United States of America.

“**US Government Securities**” means:

- (a) marketable debt obligations issued or guaranteed by the government of the United States of America; and
- (b) any other Fedwire-eligible securities (including, for the avoidance of doubt, securities issued by the U.S. Treasury, other federal agencies, government-sponsored enterprises, and other international organizations, such as the World Bank);

“**US Tax Obligor**” means:

- (a) a Borrower which is resident for tax purposes in the US; or

- (b) an Obligor some or all of whose payments under the Finance Documents are from sources within the US for US federal income tax purposes.

“**Utilisation**” means a utilisation of a Facility.

“**Utilisation Date**” means the date of a Utilisation, being the date on which the relevant Loan is to be made.

“**Utilisation Request**” means in respect of a Loan:

- (a) under the Revolving Facility, a notice substantially in the form set out in Part A of Schedule 3 (*Utilisation Request*); and  
(b) under the Swingline Facility, a notice substantially in the form set out in Part B of Schedule 3 (*Utilisation Request*).

“**VAT**” means:

- (a) any value added tax imposed by the Value Added Tax Act 1994;  
(b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and  
(c) any other tax of a similar nature, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraphs (a) or (b) above, or imposed elsewhere.

## 1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
- (i) the “**Agent**”, the “**Mandated Lead Arranger**”, any “**Finance Party**”, any “**Lender**”, any “**Party**” and any “**Obligor**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
  - (ii) “**amendment**” includes any amendment, supplement, variation, novation, modification, replacement or restatement and “**amend**”, “**amending**” and “**amended**” shall be construed accordingly.
  - (iii) “**assets**” includes present and future properties, revenues and rights of every description;
  - (iv) a Lender’s “**cost of funds**” in relation to its participation in a Loan is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Loan for a period equal in length to the Interest Period of that Loan and to the Agent’s “cost of funds” is a reference to the average cost (determined either on an actual or notional basis) which the Agent would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount referred to in paragraph (b) of clause 32.4 (*Clawback and prefunding*);

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- (v) a “**Finance Document**” or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (vi) a “**group of Lenders**” includes all the Lenders;
  - (vii) “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (viii) an “**Interest Period**” includes each period determined under this Agreement by reference to which interest on a Swingline Loan is calculated;
  - (ix) a “**Lender**” includes a Swingline Lender unless the context otherwise requires;
  - (x) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
  - (xi) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
  - (xii) “**segregated assets**” means any client funds or collateral which is held on trust or on a segregated basis and which is not beneficially owned by a member of the Group, in each case, as required under applicable laws and regulations, under the terms and conditions of a securities exchange or consistent with a client agreement;
  - (xiii) a provision of law is a reference to that provision as amended or re-enacted from time to time; and
  - (xiv) a time of day is a reference to London time.
- (b) Section, Clause and Schedule headings are for ease of reference only.
  - (c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
  - (d) A Default or an Event of Default is “**continuing**” if it has not been remedied or waived.
  - (e) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:
    - (i) any replacement page of that information service which displays that rate; and
    - (ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service, and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Agent after consultation with the Parent.

- (f) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.
- (g) Any Reference Rate Supplement relating to a currency overrides anything relating to that currency in:
  - (i) Schedule 15 (*Reference Rate Terms*); or
  - (ii) any earlier Reference Rate Supplement,provided that a Reference Rate Supplement may not effect any reduction in the Margin.
- (h) A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:
  - (i) Schedule 16 (*Daily Non-Cumulative Compounded RFR Rate*) or Schedule 17 (*Cumulative Compounded RFR Rate*), as the case may be; or
  - (ii) any earlier Compounding Methodology Supplement.
- (i) The determination of the extent to which a rate is “**for a period equal in length**” to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
- (j) In the event that a transaction is committed, incurred or entered into (or, as the case may be, not committed, incurred or entered into) by any member of the Group by reference to Tangible Net Worth as at any particular date and in accordance with the provisions of this Agreement, it shall be treated as having been duly and properly incurred at such time, and that transaction shall not constitute, or be deemed to constitute, or result in, a breach of any provision of the Finance Documents or a Default or an Event of Default if there is a subsequent change in Tangible Net Worth.

### 1.3 Currency symbols and definitions

“\$”, “USD” and “dollars” denote the lawful currency of the United States of America, “£”, “GBP” and “sterling” denote the lawful currency of the United Kingdom and “€”, “EUR” and “euro” denote the single currency of the Participating Member States.

### 1.4 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or to enjoy the benefit of any term of this Agreement.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

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## 1.5 Fluctuations in exchange rates

When applying monetary limits, thresholds and other exceptions to the representations and warranties, undertakings and Events of Default under the Finance Documents, a reference to an amount (or its equivalent in another currency or currencies) shall be determined by reference to the rate of exchange between the Base Currency and any other relevant currency on the date of incurrence or making of any transaction or other relevant action and any subsequent exchange rate fluctuation shall not cause an Event of Default or a breach of undertaking or a misrepresentation. For the avoidance of doubt this provision shall not apply to Clause 24 (*Financial covenants*).

## SECTION 2

### The Revolving Facility

## 2. THE REVOLVING FACILITY

### 2.1 The Revolving Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrowers a multicurrency revolving loan facility with an extension option in an aggregate amount equal to the Total Revolving Facility Commitments.

### 2.2 Increase

- (a) The Parent may by giving prior notice to the Agent by no later than the date falling 5 Business Days after the effective date of a cancellation of the Commitment of a Lender in accordance with:
- (i) the Available Commitments of a Defaulting Lender in accordance with Clause 11.6 (*Right of cancellation in relation to a Defaulting Lender*); or
  - (ii) the Commitments of a Lender in accordance with:
    - (1) Clause 11.1 (*Illegality*); or
    - (2) paragraph (a) of Clause 11.5 (*Right of replacement or repayment and cancellation in relation to a single Lender*), request that the Commitments relating to any Facility be increased (and the Commitments relating to that Facility shall be so increased) in an aggregate amount in the Base Currency of up to the amount of the Commitment relating to that Facility so cancelled as follows:
    - (3) the increased Commitments will be assumed by one or more Eligible Institutions selected by the Parent (which shall not be a member of the Group) (each an “**Increase Lender**”) each of which confirms in writing (whether in the relevant Increase Confirmation or otherwise) its willingness to assume and does assume all the obligations of a Lender corresponding to that part of the increased Commitments which it is to assume, as if it had been an Original Lender in respect of those Commitments;

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- (4) each of the Obligors and any Increase Lender shall assume obligations towards one another and/or acquire rights against one another as the Obligors and the Increase Lender would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;
  - (5) each Increase Lender shall become a Party as a "Lender" and any Increase Lender and each of the other Finance Parties shall assume obligations towards one another and acquire rights against one another as that Increase Lender and those Finance Parties would have assumed and/or acquired had the Increase Lender been an Original Lender in respect of that part of the increased Commitments which it is to assume;
  - (6) the Commitments of the other Lenders shall continue in full force and effect; and
  - (7) any increase in the Commitments relating to a Facility shall take effect on the date specified by the Parent in the notice referred to above or any later date on which the Agent executes an otherwise duly completed Increase Confirmation delivered to it by the relevant Increase Lender.
- (b) The Agent shall, subject to paragraph (c) below, as soon as reasonably practicable after receipt by it of a duly completed Increase Confirmation appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Increase Confirmation.
  - (c) The Agent shall only be obliged to execute an Increase Confirmation delivered to it by an Increase Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assumption of the increased Commitments by that Increase Lender.
  - (d) Each Increase Lender, by executing the Increase Confirmation, confirms (for the avoidance of doubt) that (i) until the date on which the increase becomes effective it shall not be entitled to vote on any matter merely as a result of it being an Increase Lender, (ii) the increased Commitment shall not be used for the purposes of calculating Lender voting percentages until the date on which the increase becomes effective, and (iii) the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the increase becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as it would have been had it been an Original Lender.
  - (e) The Parent shall promptly on demand pay the Agent the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with any increase in Commitments under this Clause 2.2.
  - (f) The Increase Lender shall, on the date upon which the increase takes effect, pay to the Agent (for its own account) a fee in an amount equal to the fee which would be payable under Clause 27.4 (*Assignment or transfer fee*) if the increase was a transfer pursuant to Clause 27.6 (*Procedure for transfer*) and if the Increase Lender was a New Lender.

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- (g) The Parent may pay to the Increase Lender a fee in the amount and at the times agreed between the Parent and the Increase Lender in a letter between the Parent and the Increase Lender setting out that fee. A reference in this Agreement to a Fee Letter shall include any letter referred to in this paragraph (g).
- (h) Neither the Agent nor any Lender shall have any obligation to find an Increase Lender and in no event shall any Lender whose Commitment is replaced by an Increase Lender be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents.
- (i) Clause 27.5 (*Limitation of responsibility of Existing Lenders*) shall apply *mutatis mutandis* in this Clause 2.2 in relation to an Increase Lender as if references in that Clause to:
  - (i) an “**Existing Lender**” were references to all the Lenders immediately prior to the relevant increase;
  - (ii) the “**New Lender**” were references to that “**Increase Lender**”; and
  - (iii) a “**re-transfer**” and “**re-assignment**” were references to respectively a “**transfer**” and “**assignment**”.

### 2.3 Additional Commitments

- (a) The Parent may, at any time provided that no Event of Default is then continuing, by written notice to the Agent, at least 15 Business Days (or such shorter period as the Agent and the Lenders agree) in advance of the proposed date specified by the Parent in such notice to increase the amount of the Total Commitments (an “**Increase Date**”), request an increase in the amount of the Total Commitments from any existing Lender(s) willing to provide such increase and/or by the accession of an additional Lender(s) (in accordance with paragraph (a) of Clause 27.12 (*Additional Lenders*)) on the Increase Date. No existing Lender shall be obliged to participate in any such increase of the Facilities.
- (b) The Finance Parties acknowledge and agree that notwithstanding any provision to the contrary in this agreement, the Parent is permitted at any time to approach, co-ordinate and communicate with any prospective additional lenders in relation to Additional Commitments which are not existing Lender(s) without first being required to approach the existing Lender(s).
- (c) An increase under this Clause 2.3 shall not, when aggregated with any other increase under this Clause 2.3, result in the Total Commitments increasing to more than \$200,000,000 at any time.
- (d) Each of the parties hereto acknowledges that the amount of the Total Commitments shall be increased, without any further requirement for consent from the Lenders, **provided that** on the Increase Date:
  - (i) and on the date the relevant increase request was submitted, no Event of Default has occurred and is continuing on that date;

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- (ii) (if applicable), in respect of any existing Lender which is willing to provide all or part of such increase (an “**Existing Increase Lender**”), the Agent has received from that existing Lender an executed Additional Commitments Confirmation Notice; and
- (iii) (if applicable), in respect of any Additional Lender which is willing to provide all or part of such increase:
  - (1) the Agent has received from that Additional Lender an executed Lender Accession Memorandum in accordance with Clause 27.12 (*Additional Lenders*); and
  - (2) the Agent has performed all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assumption of the relevant Commitments by an Additional Lender, the completion of which the Agent shall promptly notify to the Parent and the Additional Lender; and
- (iv) the Agent has received the redistribution payments referred to in Clause 27.13 (*Redistribution Payments*).
- (e) The Parent shall, on the date upon which the increase takes effect, pay to the Agent (for its own account) a co-ordination fee in the amount and at the times agreed in a Fee Letter.
- (f) The Parent may pay to the Existing Increase Lender or the Additional Lender (as the case may be) a fee in the amount and at the times agreed between the Parent and the Existing Increase Lender or the Additional Lender (as the case may be) in a letter between the Parent and the Existing Increase Lender or the Additional Lender (as the case may be) setting out that fee. A reference in this agreement to a Fee Letter shall include any letter referred to in this paragraph (f).
- (g) The Agent shall notify all parties hereto at least 5 Business Days prior to the Increase Date of any proposed increase to the Commitments and the proposed redistribution of payments referred to in Clause 27.13 (*Redistribution Payments*).

#### 2.4 Finance Parties’ rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of a Loan or any other amount owed by an Obligor which relates to a Finance Party’s participation in a Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

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- (c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

## 2.5 **Obligors' Agent**

- (a) Each Obligor (other than the Parent) by its execution of this agreement or an Accession Letter irrevocably appoints the Parent to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
  - (i) the Parent on its behalf to supply all information concerning itself contemplated by this agreement to the Finance Parties and to give all notices and instructions (including, in the case of a Borrower, Utilisation Requests), to execute on its behalf any Accession Letter, to make such agreements and to effect the relevant amendments, supplements and variations (in each case, however fundamental) capable of being given, made or effected by any Obligor (notwithstanding that they may increase the Obligor's obligations or otherwise affect the Obligor) and to give confirmation as to continuation of surety obligations, without further reference to or the consent of that Obligor; and
  - (ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Parent, and in each case the Obligor shall be bound as though the Obligor itself had given the notices and instructions (including, without limitation, any Utilisation Requests) or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.
- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor and whether occurring before or after such other Obligor became an Obligor under any Finance Document) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

## 3. **PURPOSE**

### 3.1 **Purpose**

Each Borrower shall apply all amounts borrowed by it under the Revolving Facility towards:

- (a) the repayment of any outstanding loans and other Financial Indebtedness outstanding under the Existing Facility Agreement; and
- (b) the general corporate and working capital purposes of the Group.

### 3.2 **Monitoring**

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

**4. CONDITIONS OF UTILISATION**

**4.1 Initial conditions precedent**

- (a) No Borrower may deliver a Utilisation Request unless the Agent has received all of the documents and other evidence listed in Part A of Schedule 2 (*Conditions precedent*) in form and substance satisfactory to the Agent. The Agent shall notify the Parent and the Lenders promptly upon being so satisfied.
- (b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

**4.2 Further conditions precedent**

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) in the case of a Rollover Loan, no Event of Default is continuing or would result from the proposed Revolving Facility Loan and, in the case of any other Revolving Facility Loan, no Default is continuing or would result from the proposed Revolving Facility Loan; and
- (b) the Repeating Representations to be made by each Obligor are true in all material respects.

**4.3 Conditions relating to Optional Currencies**

- (a) A currency will constitute an Optional Currency in relation to a Loan if:
  - (i) it is readily available in the amount required and freely convertible into the Base Currency in the wholesale market for that currency at the Specified Time and on the Utilisation Date for that Loan;
  - (ii) it is sterling or euro or has been approved by the Agent (acting on the instructions of all the Lenders) on or prior to receipt by the Agent of the relevant Utilisation Request for that Loan; and
  - (iii) there are Reference Rate Terms for that currency.
- (b) If the Agent has received a written request from the Parent for a currency to be approved under paragraph (a)(ii) above, the Agent will confirm to the Parent by the Specified Time:
  - (i) whether or not the Lenders have granted their approval; and
  - (ii) if approval has been granted, the minimum amount (and, if required, integral multiples) for any subsequent Utilisation in that currency.

**4.4 Maximum number of Revolving Facility Loans**

- (a) A Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation more than 10 Revolving Facility Loans would be outstanding and, in aggregate, more than 15 Revolving Facility Loans and Swingline Loans would be outstanding.

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- (b) Any Revolving Facility Loan made by a single Lender under Clause 8.2 (*Unavailability of a currency*) shall not be taken into account in this Clause 4.4.
- (c) Any Separate Loan shall not be taken into account in this Clause 4.4.

### SECTION 3

#### Utilisation

#### 5. UTILISATION

##### 5.1 Delivery of a Utilisation Request

A Borrower may utilise the Revolving Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time.

##### 5.2 Completion of a Utilisation Request

- (a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
  - (i) the proposed Utilisation Date is a Business Day within the Availability Period;
  - (ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and
  - (iii) the proposed Interest Period complies with Clause 13 (*Interest Periods – Revolving Facility Loans*).
- (b) Only one Loan may be requested in each Utilisation Request.

##### 5.3 Currency and amount

- (a) The currency specified in a Utilisation Request must be the Base Currency or an Optional Currency.
- (b) The amount of the proposed Revolving Facility Loan must be:
  - (i) if the currency selected is the Base Currency, a minimum of \$5,000,000 or, if less, the Available Revolving Facility; or
  - (ii) if the currency selected is sterling, a minimum of £5,000,000 or, if less, the Available Revolving Facility;
  - (iii) if the currency selected is euro, a minimum of €5,000,000 or, if less, the Available Revolving Facility;
  - (iv) if the currency selected is an Optional Currency other than sterling or euro, the minimum amount (and, if required, integral multiple) specified by the Agent pursuant to paragraph (b)(ii) of Clause 4.3 (*Conditions relating to Optional Currencies*) or, if less, the Available Revolving Facility; and

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(v) in any event such that its Base Currency Amount is less than or equal to the Available Revolving Facility.

#### 5.4 Lenders' participation

- (a) If the conditions set out in this Agreement have been met, and subject to Clause 9.1 (*Repayment of Revolving Facility Loans*), each Lender shall make its participation in each Revolving Facility Loan available by the Utilisation Date through its Facility Office.
- (b) The amount of each Lender's participation in each Revolving Facility Loan will be equal to the proportion borne by its Available Revolving Facility Commitment to the Available Revolving Facility immediately prior to making the Revolving Facility Loan.
- (c) The Agent shall determine the Base Currency Amount of each Revolving Facility Loan which is to be made in an Optional Currency and shall notify each Lender of the amount, currency and the Base Currency Amount of each Revolving Facility Loan, the amount of its participation in that Revolving Facility Loan and, if different, the amount of that participation to be made available in accordance with Clause 32.1 (*Payments to the Agent*), in each case by the Specified Time.

#### 5.5 Cancellation of Commitment

The Revolving Facility Commitments which, at that time, are unutilised (taking into account a utilisation of the Revolving Facility by way of Swingline Loan) shall be immediately cancelled at the end of the Availability Period.

#### 5.6 Clean down

The Parent shall (and shall procure that each Borrower shall) ensure that in each of its Financial Years the aggregate of the Base Currency Amounts of all Revolving Facility Loans *less* any amount of Adjusted Cash and Cash Equivalents held by members of the Group is reduced to zero for a period of not less than five successive Business Days.

### 6. UTILISATION – SWINGLINE LOANS

#### 6.1 General

- (a) Clause 4.2 (*Further conditions precedent*) and Clause 4.3 (*Conditions relating to Optional Currencies*);
- (b) Clause 5 (*Utilisation – Revolving Facility Loans*); and
- (c) Clause 8 (*Optional Currencies*),
- (d) Clause 12 (*Interest*) as it applies to the calculation of interest on a Loan but not default interest on an overdue amount;
- (e) Clause 13 (*Interest Periods*); and
- (f) Clause 14 (*Changes to the Calculation of Interest*),

do not apply to Swingline Loans.

**6.2 Delivery of a Utilisation Request for Swingline Loans**

- (a) A Borrower may utilise the Swingline Facility by delivery to the Swingline Agent (and to the Agent and the Swingline Lenders for noting purposes) of a duly completed Utilisation Request not later than the Specified Time.
- (b) Each Utilisation Request for a Swingline Loan must be sent to the Swingline Agent (and to Agent and the Swingline Lenders for noting purposes) to the address, fax number or, if relevant, electronic mail address or other such information in New York notified by the Agent for this purpose with a copy to its address, fax number or, if relevant, electronic mail address or such other information referred to in Clause 34 (*Notices*).

**6.3 Completion of a Utilisation Request for Swingline Loans**

- (a) Each Utilisation Request for a Swingline Loan is irrevocable and will not be regarded as having been duly completed unless:
  - (i) it identifies the Borrower;
  - (ii) it specifies that it is for a Swingline Loan;
  - (iii) the proposed Utilisation Date is a New York Business Day within the Availability Period;
  - (iv) the Swingline Loan is denominated in dollars;
  - (v) the amount of the proposed Swingline Loan is not more than the Available Swingline Facility and is a minimum of \$1,000,000 or, if less, the Available Swingline Facility; and
  - (vi) the proposed Interest Period:
    - (1) does not extend beyond the Termination Date applicable to the Revolving Facility;
    - (2) is a period of not more than five New York Business Days; and
    - (3) ends on a New York Business Day.
- (b) Only one Swingline Loan may be requested in each Utilisation Request.

**6.4 Swingline Lenders' participation**

- (a) If the conditions set out in this Agreement have been met, each Swingline Lender shall make its participation in each Swingline Loan available through its Facility Office.
- (b) The Swingline Lenders will only be obliged to comply with paragraph (a) above if on the date of the Utilisation Request and on the proposed Utilisation Date:
  - (i) no Default is continuing or would result from the proposed Utilisation; and
  - (ii) the Repeating Representations to be made by each Obligor are true in all material respects.



- (c) The amount of each Swingline Lender's participation in each Swingline Loan will be equal to the proportion borne by its Available Swingline Commitment to the Available Swingline Facility immediately prior to making the Swingline Loan, adjusted to take account of any limit applying under Clause 6.5 (*Relationship with the Revolving Facility*).
- (d) The Agent shall determine the Base Currency Amount of each Swingline Loan and notify each Swingline Lender of the amount of each Swingline Loan and its participation in that Swingline Loan by the Specified Time.

**6.5 Relationship with the Revolving Facility**

- (a) This Clause 6.5 applies when a Swingline Loan is outstanding or is to be borrowed.
- (b) The Revolving Facility may be used by way of Swingline Loans. The Swingline Facility is not independent of the Revolving Facility.
- (c) Notwithstanding any other term of this Agreement a Lender is only obliged to participate in a Revolving Facility Loan or a Swingline Loan to the extent that it would not result in the Base Currency Amount of its participation and that of a Lender which is its Affiliate in the Loans exceeding its Overall Commitment.
- (d) Where, but for the operation of paragraph (c) above, the Base Currency Amount of a Lender's participation and that of a Lender which is its Affiliate in the Loans would have exceeded its Overall Commitment, the excess will be apportioned among the other Lenders required under this Agreement to make available a participation in the relevant Loan pro rata according to their relevant Commitments. This calculation will be applied as often as necessary until participations in the Loan are apportioned among the relevant Lenders in a manner consistent with paragraph (c) above.

**6.6 Cancellation of Swingline Commitment**

The Swingline Commitments which, at that time, are unutilised shall be immediately cancelled at the end of the Availability Period.

**7. SWINGLINE LOANS**

**7.1 Swingline**

Subject to the terms of this Agreement, the Swingline Lenders make available to the Borrowers a dollar swingline loan facility in an aggregate amount equal to the Total Swingline Commitments.

**7.2 Purpose**

Each Borrower shall apply all amounts borrowed by it under the Swingline Facility towards the purpose identified in Clause 3.1 (*Purpose*). A Swingline Loan may not be applied in repayment or prepayment of another Swingline Loan.

**7.3 Repayment**

Each Borrower that has drawn a Swingline Loan shall repay that Swingline Loan on the last day of its Interest Period.

**7.4 Voluntary prepayment of Swingline Loans**

- (a) The Borrower to which a Swingline Loan has been made may prepay at any time the whole of that Swingline Loan.
- (b) Unless a contrary indication appears in this Agreement, any part of the Swingline Facility which is prepaid or repaid may be re-borrowed in accordance with the terms of this Agreement.

**7.5 Interest**

- (a) The rate of interest on each Swingline Loan for any day during its Interest Period is the percentage rate per annum which is the aggregate of the applicable:
  - (i) Margin; and
  - (ii) the Federal Funds Rate for that day.
- (b) The Agent shall promptly notify the Swingline Lenders and the relevant Borrower of the determination of the rate of interest under paragraph (a) above.
- (c) If any day during an Interest Period is not a New York Business Day, the rate of interest on a Swingline Loan on that day will be the rate applicable to the immediately preceding New York Business Day.
- (d) Each Borrower shall pay accrued interest on each Swingline Loan made to it on the last day of its Interest Period.

**7.6 Interest Period**

- (a) Each Swingline Loan has one Interest Period only.
- (b) The Interest Period for a Swingline Loan must be selected in the relevant Utilisation Request.

**7.7 Swingline Agent**

- (a) The Agent shall perform its duties in respect of the Swingline Facility through the Swingline Agent.
- (b) Notwithstanding any other term of this Agreement and without limiting the liability of any Obligor under the Finance Documents, each Lender shall (in proportion to its share of the Total Revolving Facility Commitments or, if the Total Revolving Facility Commitments are then zero, to its share of the Total Revolving Facility Commitments immediately prior to their reduction to zero) pay to or indemnify the Agent, within three Business Days of demand, for or against any cost, loss or liability (including, without limitation, for negligence or any other category of loss whatsoever) incurred by the Agent or its Affiliate (other than by reason of the Agent's or the Affiliate's gross negligence or wilful misconduct) in acting as Agent for the Swingline Facility under the Finance Documents (unless the Agent or its Affiliate has been reimbursed by an Obligor pursuant to a Finance Document).

**7.8 Partial payments – Swingline Facility**

- (a) If the Agent receives a payment in respect of the Swingline Facility that is insufficient to discharge all the amounts then due and payable by an Obligor under

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the Finance Documents in respect of the Swingline Facility, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in respect of the Swingline Facility in the following order:

- (i) first, in or towards payment pro rata of any unpaid amount owing to the Agent or its Affiliate under the Finance Documents incurred in respect of the Swingline Facility;
  - (ii) secondly, in or towards payment pro rata of any accrued interest on a Swingline Loan due but unpaid under this Agreement;
  - (iii) thirdly, in or towards payment pro rata of the principal of any Swingline Loan due but unpaid under this Agreement; and
  - (iv) fourthly, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents in respect of the Swingline Facility.
- (b) The Agent shall, if so directed by all the Swingline Lenders, vary the order set out in paragraphs (a)(i) to (a)(iv) above.
- (c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor and Clause 32.5 (*Partial payments*) does not apply to the Swingline Facility.

#### 7.9 Loss sharing

- (a) If a Loan or interest on a Loan is not paid in full on its due date, the Agent (if requested to do so in writing by any affected Lender) shall calculate the amount (if any) which needs to be paid or received by each Lender with a Revolving Facility Commitment to place that Lender in the position it would have been in had each Lender (or its Affiliate) with a Revolving Facility Commitment participated in that Loan in the proportion borne by its Revolving Facility Commitment to the Total Revolving Facility Commitments and, if the Total Revolving Facility Commitments are then zero, the proportion borne by its Revolving Facility Commitment to the Total Revolving Facility Commitments immediately prior to their reduction to zero.
- (b) The calculation of the Agent is designed solely to allocate the unpaid amount proportionally between the Lenders with a Revolving Facility Commitment according to their Revolving Facility Commitments and will not take into account any commitment fee or other amount payable under the Finance Documents.
- (c) The Agent will set a date (the “**Loss Sharing Date**”) on which payments must be made under this Clause 7.9. The Agent shall give at least three Business Days’ notice to each affected Lender of this date and the amount of the payment (if any) to be paid or received by it on this date.
- (d) On the Loss Sharing Date:
- (i) each affected Lender who has to make a payment shall pay to the Agent the relevant amount set out in the notice referred to in paragraph (c) above; and
  - (ii) out of the amounts the Agent receives, the Agent shall pay to each affected Lender who is entitled to receive a payment the amount set out in that notice.

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- (e) If the amount actually received by the Agent from the Lenders under paragraph (d) above is insufficient to pay the full amount required to be paid under that paragraph, the Agent shall distribute the amount it actually receives among the affected Lenders pro rata to the amounts they are entitled to receive under that paragraph.
- (f) If a Lender makes a payment to the Agent under this Clause 7.9 then, to the extent that that payment is distributed by the Agent under paragraphs (d) or (e) above, as between the relevant Obligor and that Lender an amount equal to the amount of that distributed payment will be treated as not having been paid by the relevant Obligor.
- (g) Any payment under this Clause 7.9 will not reduce the obligations in aggregate of any Obligor.

**8. OPTIONAL CURRENCIES**

**8.1 Selection of currency**

A Borrower (or the Parent on behalf of a Borrower) shall select the currency of a Loan in a Utilisation Request.

**8.2 Unavailability of a currency**

If before the Specified Time:

- (a) a Lender notifies the Agent that the Optional Currency requested is not readily available to it in the amount required; or
- (b) a Lender notifies the Agent that compliance with its obligation to participate in a Loan in the proposed Optional Currency would contravene a law or regulation applicable to it,

the Agent will give notice to the relevant Borrower to that effect by the Specified Time. In this event, any Lender that gives notice pursuant to this Clause 8.2 will be required to participate in the Loan in the Base Currency (in an amount equal to that Lender's proportion of the Base Currency Amount or, in respect of a Rollover Loan, an amount equal to that Lender's proportion of the Base Currency Amount of the Rollover Loan that is due to be made) and its participation will be treated as a separate Loan denominated in the Base Currency during that Interest Period.

**8.3 Participation in a Revolving Facility Loan**

Each Lender's participation in a Revolving Facility Loan will be determined in accordance with paragraph (b) of Clause 5.4 (*Lenders' participation*).

SECTION 4

Repayment, Prepayment and Cancellation

9. REPAYMENT

9.1 Repayment of Revolving Facility Loans

- (a) Subject to paragraph (c) below, each Borrower which has drawn a Revolving Facility Loan shall repay that Revolving Facility Loan on the last day of its Interest Period and all amounts outstanding under the Revolving Facility shall be repaid on the Termination Date.
- (b) Without prejudice to each Borrower's obligation under paragraph (a) above, if:
- (i) one or more Revolving Facility Loans are to be made available to a Borrower:
- (1) on the same day that a maturing Revolving Facility Loan is due to be repaid by that Borrower;
- (2) in the same currency as the maturing Revolving Facility Loan (unless it arose as a result of the operation of Clause 8.2 (*Unavailability of a currency*)); and
- (3) in whole or in part for the purpose of refinancing the maturing Revolving Facility Loan; and
- (ii) the proportion borne by each Lender's participation in the maturing Revolving Facility Loan to the amount of that maturing Revolving Facility Loan is the same as the proportion borne by that Lender's participation in the new Revolving Facility Loans to the aggregate amount of those new Revolving Facility Loans,
- the aggregate amount of the new Revolving Facility Loans shall, unless the Parent notifies the Agent to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Revolving Facility Loan so that:
- (1) if the amount of the maturing Revolving Facility Loan exceeds the aggregate amount of the new Revolving Facility Loans: the relevant Borrower will only be required to make a payment under Clause 32.1 (Payments to the Agent) in an amount in the relevant currency equal to that excess; and
- each Lender's participation in the new Revolving Facility Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Revolving Facility Loans and that Lender will not be required to make a payment under Clause 32.1 (Payments to the Agent) in respect of its participation in the new Revolving Facility Loans; and

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- (2) if the amount of the maturing Revolving Facility Loan is equal to or less than the aggregate amount of the new Revolving Facility Loans:

the relevant Borrower will not be required to make a payment under Clause 32.1 (Payments to the Agent); and

each Lender will be required to make a payment under Clause 32.1 (*Payments to the Agent*) in respect of its participation in the new Revolving Facility Loans only to the extent that its participation in the new Revolving Facility Loans exceeds that Lender's participation (if any) in the maturing Revolving Facility Loans and the remainder of that Lender's participation in the new Revolving Facility Loans shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Revolving Facility Loan.

- (c) At any time when a Lender becomes a Defaulting Lender, the maturity date of each of the participations of that Lender in the Revolving Facility Loans then outstanding will be automatically extended to the Termination Date and will be treated as separate Revolving Facility Loans (the "**Separate Loans**") denominated in the currency in which the relevant participations are outstanding.
- (d) A Borrower to whom a Separate Loan is outstanding may prepay that Revolving Facility Loan by giving five Business Days' prior notice to the Agent. The Agent will forward a copy of a prepayment notice received in accordance with this paragraph (d) to the Defaulting Lender concerned as soon as practicable on receipt.
- (e) Interest in respect of a Separate Loan will accrue for successive Interest Periods selected by the Borrower by the time and date specified by the Agent (acting reasonably) and will be payable by that Borrower to the Agent (for the account of that Defaulting Lender) on the last day of each Interest Period of that Loan.
- (f) The terms of this agreement relating to Revolving Facility Loans generally shall continue to apply to Separate Loans other than to the extent inconsistent with paragraphs (c) to (e) above, in which case those paragraphs shall prevail in respect of any Separate Loan.

## 10. EXTENSION OPTION

### 10.1 Delivery of an Extension Request

- (a) The Parent (i) may request that the Original Termination Date be extended to the First Extended Termination Date by delivery to the Agent of a duly completed Extension Request no more than 180 days and no less than 90 days prior to the Original Termination Date; and (ii) if the Original Termination Date has been extended to the First Extended Termination Date, may request that the First Extended Termination Date be extended to the Second Extended Termination Date by delivery to the Agent a duly completed Extension Request no more than 180 days and no less than 90 days prior to the First Extended Termination Date.
- (b) No more than two Extension Requests may be submitted.

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## 10.2 Lenders' discretion

- (a) The Agent shall, following its receipt of an Extension Request, promptly (but in any event within 2 Business Days) notify each Lender of such request.
- (b) Each Lender shall, within 60 days after being notified by the Agent of such request, notify the Agent whether or not it agrees to the Extension Request with respect to all or part of its Commitments (which shall be in its sole discretion). Any such notice by a Lender shall be binding and irrevocable on such Lender.
- (c) Any Lender who fails to give such notice to the Agent within such 60 days shall be deemed to have refused the Extension Request, unless the Parent and the relevant Lender agree an alternative date for such Lender's response.
- (d) The Agent shall notify the Parent and the other Lenders of the response of each Lender as soon as reasonably practicable (but in any event within 3 Business Days) following its receipt.
- (e) If some, but not all, of the Lenders notify the Agent in accordance with this Clause 10 that they agree to the Extension Request, the Parent may no later than five Business Days before the Original Termination Date or First Extended Termination Date (as applicable) notify the Agent that the Parent does not wish to extend the then Termination Date in accordance with the Extension Request. If the Parent does so notify the Agent, the Termination Date shall not be extended in accordance with this Clause 10.
- (f) If any Lender:
  - (i) confirms it does not agree to the Extension Request or the Extension Request in respect of its full participation in the Facility; or
  - (ii) does not notify the Agent in writing within the applicable timeframe in accordance with paragraph (b) of Clause 10.2,then the Parent may, no less than 25 days prior to the then-current Termination Date, in writing via the Agent offer that Lender's share of the Facilities or the declined part of the extension requested in the Extension Request (the "**Additional Offer**") to each other Lender that has indicated it is willing to participate in the extension and each such Lender shall in writing via the Agent, by no later than ten days from the date of receipt of the Additional Offer by the Agent, notify the Agent and the Parent in writing whether it agrees to provide that share of the Facilities. The Agent shall act promptly in dealing with such requests and shall promptly notify the Parent and the other Lenders of any Lender which agrees to an Additional Offer.
- (g) If no, or insufficient, Lenders are willing to provide the extension requested in the Extension Request (or have not notified the Agent in writing within the required time periods set out in paragraph (f) above), the Parent may (at its discretion) offer, on the same terms, the declined part of the extension requested in the Extension Request (the "**Third Party Extension Offer**") to any other bank, financial institution, trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (a "**Third Party Extension Lender**").

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- (h) The Parent shall promptly notify the Agent and the other Lenders of any Third Party Extension Lender which agrees to a Third Party Extension Offer.

### 10.3 Extension

- (a) Subject to compliance with Clauses 10.1 (*Delivery of an Extension Request*) and 10.2 (*Lender's discretion*) (as applicable), the Parent may then formally confirm that one or more Lenders or any Third Party Extension Lender (each an "**Extension Lender**") has agreed to the extension (subject to compliance with the above provisions) by delivering to the Agent an Extension Confirmation duly signed by itself and each Extension Lender that has agreed to participate in the extension.
- (b) By countersigning an Extension Confirmation each such entity shall irrevocably commit, in respect of the Commitments set out against its name, to the extension and, in the case of a Third Party Extension Lender, to become a Lender and party to this agreement in accordance with Clause 27.11 (*Extension Lender*).
- (c) Upon receipt of a duly completed Extension Confirmation, the Agent shall promptly acknowledge receipt of that request and, if appropriate, the accession of the relevant Lenders to this agreement and shall promptly inform the Lenders and the Parent in writing of that receipt. The Agent shall only be obliged to sign an Extension Confirmation upon its completion of all "know your customer" checks or other similar checks relating to any person under any applicable laws or regulations that it is required to carry out in relation to the accession of any entity as a Lender.
- (d) If the other provisions of this Clause 10.3 are met prior to the then Termination Date, each Party:
  - (i) agrees that the Total Commitments or the portion of Total Commitments referred to in the Extension Confirmation, as applicable, shall be extended to the First Extended Termination Date or the Second Extended Termination Date (as applicable);
  - (ii) authorises and instructs the Agent to countersign the Extension Confirmation to record the extension as set out in this Clause 10, and on the applicable Termination Date, that portion of the Facility and the Total Commitments which are not being extended pursuant to this Clause 10 shall be repaid in accordance with Clause 10.4 (*Refusing Banks*) below.
- (e) Subject to the relevant Extension Confirmation being signed by the Agent, the Parent and the relevant Extension Lenders, the Total Commitments or the portion of Total Commitments referred to in the Extension Confirmation, as applicable, shall be extended to the First Extended Termination Date or the Second Extended Termination Date (as applicable) for the purpose of this Agreement and the other Finance Documents.
- (f) The Extension Lenders hereby authorise and empower the Agent to make such amendments (which are administrative in nature) to this agreement so as to allow the Total Commitments to be extended to the First Extended Termination Date or the Second Extended Termination Date (as applicable) in accordance with the provisions of this Clause 10.

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#### 10.4 Refusing Banks

- (a) This Clause 10.4 shall apply only where one or more than one Extension Lender agrees to an Extension Request and the then Original Termination Date or the First Extended Termination Date (as applicable) is extended in accordance with Clause 10.3 (*Extension*) above.
- (b) Any Lender which refuses (or is deemed to have refused) an Extension Request (a “**Refusing Lender**”) shall not, after such refusal (or deemed refusal) be obliged to participate in the making of any Loan under the Facilities which is the subject of that Extension Request if the proposed date for the making of such Loan falls on a day which is not within the applicable Availability Period prior to the extension in accordance with Clause 10.3 (*Extension*) above.
- (c) On the Original Termination Date or the First Extended Termination Date (as applicable), the Parent shall repay (or procure the repayment to) each Refusing Lender such Refusing Lender’s share of each outstanding Loan under the Facilities which is the subject of the relevant Extension Request and all other sums in relation thereto then due pursuant to the Finance Documents but unpaid together with accrued interest thereon.
- (d) The Commitment of each Refusing Lender held by that Refusing Lender as at the Original Termination Date and the First Extended Termination Date (as applicable) shall automatically be cancelled and reduced to zero on the Original Termination Date or the First Extended Termination Date (as applicable) (provided that if a Refusing Lender has, no later than three Business Days before the Original Termination Date or the First Extended Termination Date (as applicable), transferred all of its Commitment to one or more Lenders (new or existing) which have, no later than three Business Days before the Original Termination Date or, if applicable, the First Extended Termination Date, notified the Agent in writing that they agree to the relevant Extension Request, such Commitment held by such transferee Lender (new or existing) on the Original Termination Date and the First Extended Termination Date (as applicable) shall not be cancelled).

#### 10.5 Extension Fees

If any extension is so agreed, the Parent shall pay to the Agent (for the account of each Extension Lender) an extension fee in an amount in the amount agreed between the Parent and the relevant Extension Lender(s). Such fee shall be payable on the date which, but for the exercise of the extension option pursuant to this Clause 10.5, would be the Termination Date unless the relevant Extension Lenders otherwise agree.

#### 10.6 Responsibility of Existing Lender to Third Party Extension Lender

Clause 27.5 (*Limitation of Responsibility of Existing Lenders*) shall apply mutatis mutandis in this Clause 10 in relation to a Third Party Extension Lender as if references in that clause to:

- (a) an “**Existing Lender**” were references to all the Lenders immediately prior to the relevant extension;
- (b) the “**New Lender**” were references to that “**Third Party Extension Lender**”; and
- (c) a “**re-transfer**” and “**re-assignment**” were references to respectively a “**transfer**” and “**assignment**”.

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## 11. PREPAYMENT AND CANCELLATION

### 11.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan or it becomes unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Parent, the Available Revolving Facility Commitment and the Available Swingline Commitment of that Lender and of any Affiliate of that Lender which is a Swingline Lender will be immediately cancelled (to the greatest extent possible which does not result in that Lender (or its Affiliate) failing to meet the requirements set out in paragraph (e) of Clause 27.3 (*Other conditions of assignment or transfer*)); and
- (c) to the extent that the Lender's (and any such Affiliate's) participation has not been transferred pursuant to paragraph (a) of Clause 11.5 (*Right of replacement or repayment and cancellation in relation to a single Lender*), each Borrower shall repay that Lender's (and any such Affiliate's) participation in the Loans made to that Borrower on the last day of the Interest Period for each Loan occurring after the Agent has notified the Parent or, if earlier, the date specified by the Lender and any such Affiliates in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's (and any such Affiliate's) corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.

### 11.2 Change of control

If:

- (a) at any time prior to the occurrence of a Qualifying IPO:
  - (i) any Permitted Holder ceases to (directly or indirectly) hold more than 22.5 per cent. of the issued share capital (or voting power) in the Parent;
  - (ii) any Permitted Holder holds (directly or indirectly) more than 50 per cent. of the issued share capital (or voting power) in the Parent;
  - (iii) any person or group of persons acting in concert (other than the Permitted Holders) holds more than 10 per cent. of the issued share capital (or voting power) in the Parent; or
  - (iv) the Permitted Holders cease to have the power to appoint or remove the majority of the board of directors of the Parent;

in each case, other than pursuant to a Qualifying IPO; or

- (b) at any time following the occurrence of a Qualifying IPO:
  - (i) any person or group of persons acting in concert (other than the Permitted Holders) acquires the power to cast or control the casting of more than 35% of the maximum number of votes that might be cast at a general meeting of the Parent; or

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(ii) the Parent is no longer listed on an exchange located in London, New York or any EEA Member Country,

then:

- (1) the Parent shall promptly notify the Agent upon becoming aware of that event, and the Agent shall promptly (and in any event within one Business Day) notify the Lenders of the same (notification to the Lenders by the Agent being the “**Agent Notification**”);
- (2) a Lender shall not be obliged to fund a Utilisation (except for a Rollover Loan); and
- (3) if any Lender so requires by notice to the Agent within 10 Business Days of the Agent Notification, the Agent shall, by not less than 30 days’ notice to the Parent, cancel the relevant portion of the Total Commitments attributable to that Lender and if any Affiliate of that Lender which is a Swingline Lender and declare all participations made by such Lender in any outstanding Loans, together with accrued interest thereon, and all other amounts accrued under the Finance Documents in respect of such Lender, immediately due and payable, whereupon such portion of the Total Commitments will be cancelled and all such outstanding amounts will become immediately due and payable.

For the purposes of this Clause: “acting in concert” means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Parent by any of them, either directly or indirectly.

### 11.3 Voluntary cancellation

- (a) Subject to paragraph (b) below, the Parent may, if it gives the Agent not less than 5 Business Days’ (or such shorter period as the Majority Lenders may agree) prior notice, cancel the whole or any part (being a minimum amount of \$5,000,000) of the Available Facility. Any cancellation under this Clause 11.3 shall reduce the Commitments of the Lenders rateably under the Facilities.
- (b) The Parent may not make a cancellation pursuant to paragraph (a) above to the extent that that cancellation would result in a Lender (or its Affiliate) failing to meet the requirement set out in paragraph (e) of Clause 27.3 (*Other conditions of assignment or transfer*).

### 11.4 Voluntary prepayment of Loans

The Borrower to which a Revolving Facility Loan has been made may, if it gives the Agent not less than:

- (a) in the case of a Term Rate Loan, 5 Business Days’ (or such shorter period as the Majority Lenders may agree) prior notice; or
- (b) in the case of a Compounded Rate Loan, 5 RFR Banking Days’ (or such shorter period as the Majority Lenders may agree) prior notice,

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prepay the whole or any part of a Revolving Facility Loan (but if in part, being an amount that reduces the Base Currency Amount of the Revolving Facility Loan by a minimum amount of \$5,000,000) provided that if the Loan is a Compounded Rate Loan no more than four voluntary prepayments may be made in any Financial Year pursuant to this Clause 11.4 (unless approved by the Agent in writing).

**11.5 Right of replacement or repayment and cancellation in relation to a single Lender**

- (a) If:
- (i) a Borrower is obliged to repay any amount in accordance with Clause 11.1 (*Illegality*) or any sum payable to any Lender by an Obligor is required to be increased under Clause 16.2 (*Tax gross-up*);
  - (ii) any Lender claims indemnification from the Parent under Clause 16.3 (*Tax indemnity*), Clause 17.1 (*Increased Costs*);
  - (iii) any Lender invokes Clause 14.3 (*Market disruption*); or
  - (iv) any Lender becomes a Defaulting Lender or a Non-Consenting Lender,
- the Parent may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues, or whilst such Lender remains a Lender which is invoking Clause 14.3 (*Market disruption*) or remains a Defaulting Lender or Non-Consenting Lender:
- (1) give the Agent notice of cancellation of the Commitment(s) of that Lender and of any Affiliate of that Lender which is a Swingline Lender and its intention to procure the repayment of that Lender's and any such Affiliate's participation in the Loans; or
  - (2) give the Agent notice of its intention to replace that Lender (together with any Affiliate of that Lender) in accordance with Clause 38.6 (*Replacement of a Lender*).
- (b) On receipt of a notice of cancellation referred to in paragraph (a) above, the Available Commitment(s) of that Lender and of any such Affiliate shall be immediately reduced to zero.
- (c) On the last day of each Interest Period which ends after the Parent has given notice of cancellation under paragraph (a) above (or, if earlier, the date specified by the Parent in that notice), each Borrower to which a Loan is outstanding shall repay that Lender's participation in that Loan and that Lender's corresponding Commitment(s) shall be immediately cancelled in the amount of the participations repaid.

**11.6 Right of cancellation in relation to a Defaulting Lender**

- (a) If any Lender becomes a Defaulting Lender, the Parent may, at any time whilst the Lender continues to be a Defaulting Lender, give the Agent five Business Days' notice of cancellation of each Available Commitment of that Lender.
- (b) On the notice referred to in paragraph (a) above becoming effective, each Available Commitment of the Defaulting Lender shall immediately be reduced to zero.

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- (c) The Agent shall as soon as practicable after receipt of a notice referred to in paragraph (a) above, notify all the Lenders.

#### 11.7 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 11 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.
- (c) Unless a contrary indication appears in this Agreement, any part of a Facility which is prepaid or repaid may be reborrowed in accordance with the terms of this Agreement.
- (d) The Borrowers shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (e) Subject to Clause 2.2 (*Increase*), no amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- (f) If the Agent receives a notice under this Clause 11 it shall promptly forward a copy of that notice to either the Parent or the affected Lender, as appropriate.
- (g) If all or part of a Loan under a Facility is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (*Further conditions precedent*)), an amount of that Lender's Commitment (equal to the Base Currency Amount of the amount of the Loan which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

#### 11.8 Application of prepayments

Any prepayment of a Loan (other than a prepayment pursuant to Clause 11.1 (*Illegality*), Clause 11.5 (*Right of Replacement or Cancellation in relation to a Single Lender*) or Clause 38.6 (*Replacement of a Lender*)) shall be applied *pro rata* to each Lender's participation in that Loan.

### SECTION 5

#### Costs of Utilisation

#### 12A RATE SWITCH

##### 12A.1 Switch to Compounded Reference Rate

Subject to Clause 12A (*Delayed switch for existing Term Rate Loans*), on and from the Rate Switch Date for a Rate Switch Currency:

- (a) use of the Compounded Reference Rate will replace the use of the Term Reference Rate for the calculation of interest for Loans in that Rate Switch Currency; and

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- (b) any Loan or Unpaid Sum in that Rate Switch Currency shall be a “Compounded Rate Loan” and Clause 12.2 (*Calculation of interest – Compounded Rate Loans*) shall apply to each such Loan or Unpaid Sum.

#### 12A.2 Delayed switch for existing Term Rate Loans

If the Rate Switch Date for a Rate Switch Currency falls before the last day of an Interest Period for a Term Rate Loan in that currency:

- (a) that Loan shall continue to be a Term Rate Loan for that Interest Period and Clause 12.1 (*Calculation of interest – Term Rate Loans*) shall continue to apply to that Loan for that Interest Period; and
- (b) on and from the first day of the next Interest Period (if any) for that Loan:
  - (i) that Loan shall be a “Compounded Rate Loan”; and
  - (ii) Clause 12.2 (*Calculation of interest – Compounded Rate Loans*) shall apply to that Loan.

#### 12A.3 Early termination of Interest Periods for existing Term Rate Loans

If:

- (a) an Interest Period for a Term Rate Loan would otherwise end on a day which falls after the Rate Switch Date for the currency of that Loan; and
- (b) prior to the date of selection of that Interest Period:
  - (i) the Backstop Rate Switch Date for that currency was scheduled to occur during that Interest Period; or
  - (ii) notice of a Rate Switch Trigger Event Date for that currency falling during that Interest Period had been given pursuant to paragraph (a)(ii) of Clause 12A.4 (*Notifications by Agent*),

that Interest Period will instead end on the Rate Switch Date for the currency of that Loan.

#### 12A.4 Notifications by Agent

- (a) Following the occurrence of a Rate Switch Trigger Event for a Rate Switch Currency, the Agent shall:
  - (i) promptly upon becoming aware of the occurrence of that Rate Switch Trigger Event, notify the Parent and the Lenders of that occurrence; and
  - (ii) promptly upon becoming aware of the date of the Rate Switch Trigger Event Date applicable to that Rate Switch Trigger Event, notify the Parent and the Lenders of that date.
- (b) The Agent shall, promptly upon becoming aware of the occurrence of the Rate Switch Date for a Rate Switch Currency, notify the Parent and the Lenders of that occurrence.

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## 12A.5 Rate switch definitions

In this Agreement:

“**Backstop Rate Switch Date**” means in relation to a Rate Switch Currency:

- (a) the date (if any) specified as such in the applicable Reference Rate Terms; or
- (b) any other date agreed as such between the Agent, the Majority Lenders and the Parent in relation to that currency.

“**Rate Switch Currency**” means a Term Rate Currency:

- (a) which is specified as a “Rate Switch Currency” in the applicable Reference Rate Terms; and
- (b) for which there are Reference Rate Terms applicable to Compounded Rate Loans.

“**Rate Switch Date**” means:

- (a) in relation to a Rate Switch Currency, the earlier of:
  - (i) the Backstop Rate Switch Date; and
  - (ii) any Rate Switch Trigger Event Date,for that Rate Switch Currency; or
- (b) in relation to a Rate Switch Currency which:
  - (i) becomes a Rate Switch Currency after the date of this Agreement; and
  - (ii) for which there is a date specified as the “Rate Switch Date” in the applicable Reference Rate Terms, that date.

“**Rate Switch Trigger Event**” means:

- (a) in relation to any Rate Switch Currency and the Primary Term Rate applicable to Loans in that Rate Switch Currency:
  - (i)
    - (1) the administrator of that Primary Term Rate or its supervisor publicly announces that such administrator is insolvent; or
    - (2) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Primary Term Rate is insolvent,

**provided that**, in each case, at that time, there is no successor administrator to continue to provide that Primary Term Rate;

- (ii) the administrator of that Primary Term Rate publicly announces that it has ceased or will cease to provide that Primary Term Rate for all available Quoted Tenor(s) permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Primary Term Rate for all available Quoted Tenor(s);

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- (iii) the supervisor of the administrator of that Primary Term Rate publicly announces that such Primary Term Rate has been or will be permanently or indefinitely discontinued for all available Quoted Tenor(s); or
- (iv) the administrator of that Primary Term Rate or its supervisor publicly announces that that Primary Term Rate for all available Quoted Tenor(s) may no longer be used.

“**Rate Switch Trigger Event Date**” means, in relation to a Rate Switch Currency:

- (a) in the case of an occurrence of a Rate Switch Trigger Event for that Rate Switch Currency described in paragraph (a)(i) of the definition of “Rate Switch Trigger Event”, the date on which the relevant Primary Term Rate ceases to be published or otherwise becomes unavailable; and
- (b) in the case of an occurrence of a Rate Switch Trigger Event for that Rate Switch Currency described in paragraphs (a)(ii), (a)(iii) or (a)(iv) of the definition of “Rate Switch Trigger Event”, the date on which the relevant Primary Term Rate for all available Quoted Tenor(s) ceases to be published or otherwise becomes unavailable.

## 12. INTEREST

### 12.1 Calculation of interest – Term Rate Loans

The rate of interest on each Term Rate Loan for an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

- (a) Margin; and
- (b) Term Reference Rate.

### 12.2 Calculation of interest – Compounded Rate Loans

- (a) The rate of interest on each Compounded Rate Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:
  - (i) Margin; and
  - (ii) Compounded Reference Rate for that day.
- (b) If any day during an Interest Period for a Compounded Rate Loan is not an RFR Banking Day, the rate of interest on that Compounded Rate Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

### 12.3 Payment of interest

The Borrower to which a Loan has been made shall pay accrued interest on that Loan on the last day of each Interest Period (and, if the Interest Period is longer than six Months, on the dates falling at six-monthly periods after the first day of the Interest Period).

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#### 12.4 Default interest

- (a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to paragraph (b) below, is one per cent. per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this Clause 12.4 shall be immediately payable by the Obligor on demand by the Agent.
- (b) If any overdue amount consists of all or part of a Term Rate Loan and which became due on a day which was not the last day of an Interest Period relating to that Loan:
  - (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
  - (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be one per cent. per annum higher than the rate which would have applied if the overdue amount had not become due.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

#### 12.5 Notifications

- (a) The Agent shall promptly notify the relevant Lenders and the relevant Borrower of the determination of a rate of interest relating to a Term Rate Loan.
  - (b) The Agent shall promptly upon a Compounded Rate Interest Payment being determinable notify:
    - (i) the relevant Borrower of that Compounded Rate Interest Payment;
    - (ii) each relevant Lender of the proportion of that Compounded Rate Interest Payment which relates to that Lender's participation in the relevant Compounded Rate Loan; and
    - (iii) the relevant Lenders and the relevant Borrower of:
      - (1) each applicable rate of interest relating to the determination of that Compounded Rate Interest Payment; and
      - (2) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the relevant Compounded Rate Loan.
- This paragraph (b) shall not apply to any Compounded Rate Interest Payment determined pursuant to Clause 14.4 (*Cost of funds*).
- (c) The Agent shall promptly notify the relevant Borrower of each Funding Rate relating to a Loan.

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- (d) The Agent shall promptly notify the relevant Lenders and the relevant Borrower of the determination of a rate of interest relating to a Compounded Rate Loan to which Clause 14.4 (*Cost of funds*) applies.
- (e) This Clause 12.5 shall not require the Agent to make any notification to any Party on a day which is not a Business Day.

### 13. INTEREST PERIODS

#### 13.1 Selection of Interest Periods

- (a) A Borrower (or the Parent on behalf of a Borrower) may select an Interest Period for a Loan in the Utilisation Request for that Loan.
- (b) Subject to this Clause 13, a Borrower (or the Parent) may:
  - (i) select an Interest Period for a Revolving Facility Loan of one, two, three or six months; and
  - (ii) select an Interest Period for a Revolving Facility Loan of one week on no more than twelve separate occasions in any Financial Year and up to a maximum number of two times per month,or, in each case, any other period agreed between the Parent, the Agent and all the Lenders in relation to the relevant Revolving Facility Loan.
- (c) An Interest Period for a Loan shall not extend beyond the Termination Date.
- (d) Each Interest Period for a Loan shall start on the Utilisation Date.
- (e) A Loan has one Interest Period only.
- (f) No Interest Period for a Compounded Rate Loan shall be longer than six Months.
- (g) The length of an Interest Period of a Term Rate Loan shall not be affected by that Term Rate Loan becoming a “Compounded Rate Loan” for that Interest Period pursuant to Clause 14.1 (*Calculation of interest if no Primary Term Rate*).

#### 13.2 Non-Business Days

- (a) The proposed Interest Period for a Swingline Loan must end on a Business Day.
- (b) Any rules specified as “Business Day Conventions” in the applicable Reference Rate Terms for a Loan or Unpaid Sum shall apply to each Interest Period for that Loan or Unpaid Sum.

### 14. CHANGES TO THE CALCULATION OF INTEREST

#### 14.1 Interest calculation if no Primary Term Rate

- (a) *Interpolated Primary Term Rate*: If no Primary Term Rate is available for the Interest Period of a Term Rate Loan, the applicable Term Reference Rate shall be the Interpolated Primary Term Rate for a period equal in length to the Interest Period of that Loan.

- (b) *Shortened Interest Period*: If paragraph (a) above applies but it is not possible to calculate the Interpolated Primary Term Rate, the Interest Period of the Loan shall (if it is longer than the applicable Fallback Interest Period) be shortened to the applicable Fallback Interest Period and the applicable Term Reference Rate shall be determined pursuant to the definition of “**Term Reference Rate**”.
- (c) *Shortened Interest Period and Historic Primary Term Rate*: If paragraph (b) above applies but no Primary Term Rate is available for the Interest Period of that Loan and it is not possible to calculate the Interpolated Primary Term Rate, the applicable Term Reference Rate shall be the Historic Primary Term Rate for that Loan.
- (d) *Shortened Interest Period and Interpolated Historic Primary Term Rate*: If paragraph (c) above applies but no Historic Primary Term Rate is available for the Interest Period of the Loan, the applicable Term Reference Rate shall be the Interpolated Historic Primary Term Rate for a period equal in length to the Interest Period of that Loan.
- (e) *Alternative Term Rate*: the applicable Term Reference Rate shall be the aggregate of:
  - (i) the Alternative Term Rate as of the Quotation Time for a period equal in length to the Interest Period of that Loan; and
  - (ii) any applicable Alternative Term Rate Adjustment.
- (f) *Interpolated Alternative Term Rate*: If paragraph (e) above applies but no Alternative Term Rate is available for the Interest Period of that Loan, the applicable Term Reference Rate shall be the aggregate of:
  - (i) the Interpolated Alternative Term Rate for a period equal in length to the Interest Period of that Loan; and
  - (ii) any applicable Alternative Term Rate Adjustment.
- (g) *Compounded Reference Rate, fixed Central Bank Rate or cost of funds*: If paragraph (f) above applies but it is not possible to calculate the Interpolated Alternative Term Rate then:
  - (i) if “**Compounded Reference Rate will apply as a fallback**” is specified in the Reference Rate Terms for that Loan and there are Reference Rate Terms applicable to Compounded Rate Loans in the relevant currency:
    - (1) there shall be no Term Reference Rate for that Loan for that Interest Period and Clause 12.1 (*Calculation of interest – Term Rate Loans*) will not apply to that Loan for that Interest Period; and
    - (2) that Loan shall be a “Compounded Rate Loan” for that Interest Period and Clause 12.2 (*Calculation of interest – Compounded Rate Loans*) shall apply to that Loan for that Interest Period; and
  - (ii) if “**fixed Central Bank Rate will apply as a fallback**” is specified in the Reference Rate Terms for that Loan, the Interest Period of that Loan shall (if it is longer than the applicable Fallback Interest Period) be shortened to the applicable Fallback Interest Period and the applicable Term Reference Rate will be:

- (1) the percentage rate per annum which is the aggregate of:
    - (A) the Central Bank Rate for the Quotation Date; and
    - (B) any applicable Central Bank Rate Adjustment; or
  - (2) if the Central Bank Rate for the Quotation Day is not available, the percentage rate per annum which is the aggregate of:
    - (A) the most recent Central Bank Rate for a day which is no more than five days before the Quotation Day; and
    - (B) any applicable Central Bank Rate Adjustment;
- (iii) if:
- (1) “*Compounded Reference Rate will not apply as a fallback*”; and
  - (2) “*Cost of funds will apply as a fallback*”,

are specified in the Reference Rate Terms for that Loan, Clause 14.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

#### 14.2 Interest calculation if no RFR or Central Bank Rate

If:

- (a) there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Compounded Rate Loan; and
- (b) “*Cost of funds will apply as a fallback*” is specified in the Reference Rate Terms for that Loan, Clause 14.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

#### 14.3 Market disruption

If:

- (a) a Market Disruption Rate is specified in the Reference Rate Terms for a Loan; and
- (b) before the Reporting Time for that Loan the Agent receives notifications from a Lender or Lenders (whose participations in that Loan exceed 50 per cent. of that Loan) that its cost of funds relating to its participation in that Loan would be in excess of that Market Disruption Rate,

then Clause 14.4 (*Cost of funds*) shall apply to that Loan for the relevant Interest Period.

#### 14.4 Cost of funds

- (a) If this Clause 14.4 applies to a Loan for an Interest Period neither Clause 12.1 (*Calculation of interest – Term Rate Loans*) nor Clause 12.2 (*Calculation of interest – Compounded Rate Loans*) shall apply to that Loan for that Interest Period and the rate of interest on each Lender’s share of that Loan for that Interest Period shall be the percentage rate per annum which is the sum of:

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- (i) the applicable Margin; and
  - (ii) the rate notified to the Agent by that Lender as soon as practicable and in any event by the Reporting Time for that Loan, to be that which expresses as a percentage rate per annum its cost of funds relating to its participation in that Loan.
- (b) If this Clause 14.4 applies and the Agent or the Parent so requires, the Agent and the Parent shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
- (c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Parent, be binding on all Parties.
- (d) If this Clause 14.4 applies pursuant to Clause 14.3 (*Market disruption*) and:
- (i) a Lender's Funding Rate is less than the relevant Market Disruption Rate; or
  - (ii) a Lender does not notify a rate to the Agent by the relevant Reporting Time,
- that Lender's cost of funds relating to its participation in that Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be the Market Disruption Rate for that Loan.
- (e) If this Clause 14.4 applies the Agent shall, as soon as is practicable, notify the Parent.

#### 14.5 Break Costs

- (a) If an amount is specified as Break Costs in the Reference Rate Terms for a Loan or Unpaid Sum, each Borrower shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs (if any) attributable to all or any part of that Loan or Unpaid Sum being paid by that Borrower on a day prior to the last day of an Interest Period for that Loan or Unpaid Sum.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs for any Interest Period in respect of which they become, or may become, payable.

### 15. FEES

#### 15.1 Commitment fee

- (a) The Parent shall pay to the Agent (for the account of each Lender) a fee in the Base Currency computed at the rate of 35 per cent. per annum of the Margin on that Lender's Available Commitment for the Availability Period.
- (b) The accrued commitment fee is payable on the last day of each successive period of three Months which ends during the Availability Period, on the last day of the Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.

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- (c) No commitment fee is payable to the Agent (for the account of a Lender) on any Available Commitment for that Lender on any day on which that Lender is a Defaulting Lender.

#### 15.2 Arrangement fee

The Parent shall pay to the Mandated Lead Arranger an arrangement fee in the amount and at the times agreed in a Fee Letter.

#### 15.3 Utilisation fee

- (a) For each day on which the aggregate outstanding Base Currency Amount of the Loans is greater than 33 per cent., but less than 66 per cent. of the Total Commitments, the Parent shall pay to the Agent (for the account of each Lender) a utilisation fee in the Base Currency computed at a rate of 0.25 per cent. per annum of the aggregate outstanding amount of the Loans.
- (b) For each day on which the aggregate outstanding Base Currency Amount of the Loans is greater than 66 per cent. or more of the Total Commitments, the Parent shall pay to the Agent (for the account of each Lender) a utilisation fee in the Base Currency computed at a rate of 0.50 per cent. per annum of the aggregate outstanding amount of the Loans.
- (c) The accrued utilisation fee is payable on the last day of each successive period of three Months which ends during the Availability Period, on the last day of the Availability Period and, if cancelled in full, on the cancelled amount of the relevant Lender's Commitment at the time the cancellation is effective.
- (d) For the avoidance of doubt, no utilisation fee shall be payable for any day on which the aggregate outstanding Base Currency Amount of the Loans is equal to or less than 33 per cent. of the Total Commitments.
- (e) No utilisation fee is payable to the Agent (for the account of a Lender) on the participation of that Lender in any Loan for any day on which that Lender is a Defaulting Lender.

#### 15.4 Agency fee

- (a) The Parent shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.
- (b) The fees, commissions and expenses payable to the Agent for services rendered and the performance of its obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Agent (or by any of its associates) in connection with any transaction effected by the Agent with or for the Lenders or the Parent.

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SECTION 6

Additional Payment Obligations

16. TAX GROSS-UP AND INDEMNITIES

16.1 Definitions

In this Agreement:

“**Borrower DTTP Filing**” means an HM Revenue & Customs’ Form DTTP2 duly completed and filed by the relevant Borrower relating to a Treaty Lender that is not an Original Lender and which contains the scheme reference number and jurisdiction of tax residence stated in respect of that Lender in the documentation which it executes on becoming a Party as a Lender and is filed:

- (a) where the Borrower is a Borrower as at the date on which the Treaty Lender becomes a Party as a Lender, is filed with HM Revenue & Customs within 30 days of that date; and
- (b) where the Borrower is not a Borrower as at the date on which that Treaty Lender becomes a Party as a Lender, is filed with HM Revenue & Customs within 30 days of the date on which that Borrower becomes an Additional Borrower.

“**Protected Party**” means a Finance Party which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

“**Qualifying Lender**” means:

- (a) a Lender, which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is:
  - (i) a Lender:
    - (1) which is a bank (as defined for the purpose of section 879 of the ITA) making an advance under a Finance Document and is within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance or would be within such charge as respects such payments apart from section 18A of the CTA; or
    - (2) in respect of an advance made under a Finance Document by a person that was a bank (as defined for the purpose of section 879 of the ITA) at the time that that advance was made and within the charge to United Kingdom corporation tax as respects any payments of interest made in respect of that advance; or
  - (ii) a Lender which is:
    - (1) a company resident in the United Kingdom for United Kingdom tax purposes;
    - (2) a partnership each member of which is:

- (A) a company so resident in the United Kingdom; or
  - (B) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA;
- (3) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company; or
- (iii) a Treaty Lender; or
- (b) a Lender which is a building society (as defined for the purpose of section 880 of the ITA) making an advance under a Finance Document.

“**Tax Confirmation**” means a confirmation by a Lender that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:

- (a) a company resident in the United Kingdom for United Kingdom tax purposes;
- (b) a partnership each member of which is:
  - (i) a company so resident in the United Kingdom; or
  - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
- (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.

“**Tax Credit**” means a credit against, relief or remission for, or repayment of any Tax.

“**Tax Deduction**” means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

“**Tax Payment**” means either the increase in a payment made by an Obligor to a Finance Party under Clause 16.2 (*Tax gross-up*) or a payment under Clause 16.3 (*Tax indemnity*).

“**Treaty Lender**” means a Lender which:

- (a) is treated as a resident of a Treaty State for the purposes of the Treaty;



- (b) does not carry on a business in the United Kingdom through a permanent establishment with which that Lender's participation in the Loan is effectively connected; and
- (c) meets any other criteria which must be fulfilled under the Treaty by residents of the Treaty State for such residents to be entitled to full exemption under the Treaty from tax imposed by the United Kingdom on interest except that for this purpose it shall be assumed that the following are satisfied:
  - (i) any condition which relates (expressly or by implication) to there not being a special relationship between the relevant Obligor and the Lender or between both of them and another person, or to the amounts or terms of any Loan or the Finance Documents, or to any other matter (other than those relating to the Lender's owners and capital structure) that is outside the control of that Lender; and
  - (ii) any necessary procedural formalities.

“**Treaty State**” means a jurisdiction having a double taxation agreement (a “**Treaty**”) with the United Kingdom which makes provision for full exemption from tax imposed by the United Kingdom on interest.

“**UK Non-Bank Lender**” means where a Lender becomes a Party after the day on which this Agreement is entered into, a Lender which gives a Tax Confirmation in the documentation which it executes on becoming a Party.

Unless a contrary indication appears, in this Clause 16 a reference to “**determines**” or “**determined**” means a determination made in the absolute discretion of the person making the determination.

## 16.2 Tax gross-up

- (a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) The Parent shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Parent and that Obligor.
- (c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) A payment shall not be increased under paragraph (c) above by reason of a Tax Deduction on account of Tax imposed by the United Kingdom, if on the date on which the payment falls due:
  - (i) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender, but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty or any published practice or published concession of any relevant taxing authority; or

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- (ii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of “Qualifying Lender” and:
    - (1) an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a “**Direction**”) under section 931 of the ITA which relates to the payment and that Lender has received from the Obligor making the payment or from the Parent a certified copy of that Direction; and
    - (2) the payment could have been made to the Lender without any Tax Deduction if that Direction had not been made; or
  - (iii) the relevant Lender is a Qualifying Lender solely by virtue of paragraph (a)(ii) of the definition of “Qualifying Lender” and:
    - (1) the relevant Lender has not given a Tax Confirmation to the Parent; and
    - (2) the payment could have been made to the Lender without any Tax Deduction if the Lender had given a Tax Confirmation to the Parent, on the basis that the Tax Confirmation would have enabled the Parent to have formed a reasonable belief that the payment was an “excepted payment” for the purpose of section 930 of the ITA; or
  - (iv) the relevant Lender is a Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under paragraph (g) or (h) (as applicable) below.
- (e) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (f) Within thirty days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment a statement under section 975 of the ITA or other evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- (g)
- (i) Subject to paragraph (ii) below, a Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.
  - (ii)
    - (1) A Treaty Lender which becomes a Party on the date on which this Agreement is entered into that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence opposite its name in Part Band Part C of Schedule 1 (*The Original Parties*); and

- (2) a Treaty Lender which becomes a Party after the date of this Agreement and that holds a passport under the HMRC DT Treaty Passport scheme, and which wishes that scheme to apply to this Agreement, shall confirm its scheme reference number and its jurisdiction of tax residence in the documentation which it executes on becoming a Party as a Lender, and, having done so, that Lender shall be under no obligation pursuant to paragraph (i) above.
- (h) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii) above and:
- (i) a Borrower making a payment to that Lender has not made a Borrower DTTP Filing in respect of that Lender; or
  - (ii) a Borrower making a payment to that Lender has made a Borrower DTTP Filing in respect of that Lender but:
    - (1) that Borrower DTTP Filing has been rejected by HM Revenue & Customs;
    - (2) HM Revenue & Customs has not given the Borrower authority to make payments to that Lender without a Tax Deduction within 60 days of the date of the Borrower DTTP Filing; or
    - (3) HM Revenue & Customs has given the Borrower authority to make payments to that Lender without a Tax Deduction but such authority has subsequently been revoked or expired,
- and in each case, the Borrower has notified that Lender in writing, that Lender and the Borrower shall co-operate in completing any additional procedural formalities necessary for that Borrower to obtain authorisation to make that payment without a Tax Deduction.
- (i) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (g)(ii) above, no Obligor shall make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment or its participation in any Loan unless the Lender otherwise agrees.
- (j) Nothing in paragraph (i) above shall require a Treaty Lender to:
- (i) register under the HMRC DT Treaty Passport scheme; or
  - (ii) apply the HMRC DT Treaty Passport scheme to any Loan if it has so registered.
- (k) A Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of that Borrower DTTP Filing to the Agent for delivery to the relevant Lender.

- (l) A UK Non-Bank Lender which becomes a Party on the date on which this Agreement is entered into gives a Tax Confirmation to the Parent by entering into this Agreement.
- (m) A UK Non-Bank Lender shall promptly notify the Parent and the Agent if there is any change in the position from that set out in the Tax Confirmation.

**16.3 Tax indemnity**

- (a) The Parent shall (within three Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.
- (b) Paragraph (a) above shall not apply:
  - (i) with respect to any Tax assessed on a Finance Party:
    - (1) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or
    - (2) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,  
  
if that Tax is imposed on or calculated by reference to the net income, profit or gains received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or
  - (ii) to the extent a loss, liability or cost:
    - (1) is compensated for by an increased payment under Clause 16.2 (*Tax gross-up*);
    - (2) would have been compensated for by an increased payment under Clause 16.2 (*Tax gross-up*) but was not so compensated solely because one of the exclusions in paragraph (d) of Clause 16.2 (*Tax gross-up*) applied;
    - (3) comprises interest and penalties that are solely attributable to the unreasonable delay of a Finance Party in informing the Parent after becoming aware that a Tax Payment under this Clause 16.3 would be due or in accounting for a Tax Payment to the relevant Tax Authority following the actual receipt by that Finance Party of the Tax Payment in question; or
    - (4) relates to a FATCA Deduction required to be made by a Party.
- (c) A Protected Party making, or intending to make a claim under paragraph (a) above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Parent.
- (d) A Protected Party shall, on receiving a payment from an Obligor under this Clause 16.3, notify the Agent.

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#### 16.4 Tax Credit

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that Finance Party (or any member of a group for Tax purposes of which that Finance Party forms a part) has obtained and utilised that Tax Credit,

the Finance Party shall promptly pay an amount to the Obligor which that Finance Party determines will leave it (after that payment and, if applicable, together with the members of any group for Tax purposes of which that Finance Party forms part) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

#### 16.5 Lender status confirmation

Each Lender which becomes a Party to this Agreement after the date of this Agreement shall indicate, in the documentation which it executes on becoming a Party, and for the benefit of the Agent and without liability to any Obligor, which of the following categories it falls in:

- (a) not a Qualifying Lender;
- (b) a Qualifying Lender (other than a Treaty Lender); or
- (c) a Treaty Lender.

If such a Lender fails to indicate its status in accordance with this Clause 16.5 then that Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Parent). For the avoidance of doubt, the documentation which a Lender executes on becoming a Party as a Lender shall not be invalidated by any failure of a Lender to comply with this Clause 16.5.

#### 16.6 Stamp taxes

The Parent shall pay and, within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability which that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document, other than, in each case, any Taxes payable in connection with any Transfer Certificate, Assignment Agreement or other document pursuant to which a Lender's interest in any Loan is transferred or assigned, or otherwise arising in connection with a transfer or assignment of a Lender's interest in any Loan (save to the extent such a transfer or assignment occurs as a result of or in connection with Clause 19 (*Mitigation by the Lenders*)) or at a time when an Event of Default is continuing).

#### 16.7 VAT

- (a) All amounts expressed to be payable under a Finance Document by any Party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply and, accordingly, subject to paragraph (b) below, if VAT is or becomes

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chargeable on any supply made by any Finance Party to any Party under a Finance Document and such Finance Party is required to account to the relevant tax authority for the VAT, that Party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that Party).

- (b) If VAT is or becomes chargeable on any supply made by any Finance Party (the “**Supplier**”) to any other Finance Party (the “**Recipient**”) under a Finance Document, and any Party other than the Recipient (the “**Relevant Party**”) is required by the terms of any Finance Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):
- (i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and
  - (ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.
- (c) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- (d) Any reference in this Clause 16.7 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to person who is treated as making the relevant supply or (as applicable) receiving the relevant supply (such as, where applicable, the representative member of such group at such time (the term “representative member” to have the same meaning as in the Value Added Tax Act 1994)).
- (e) In relation to any supply made by a Finance Party to any Party under a Finance Document, if reasonably requested by such Finance Party, that Party must promptly provide such Finance Party with details of that Party’s VAT registration and such other information as is reasonably requested in connection with such Finance Party’s VAT reporting requirements in relation to such supply.

**16.8 FATCA information**

- (a) Subject to paragraph (c) below, each Party shall, within ten Business Days of a reasonable request by another Party:
  - (i) confirm to that other Party whether it is:
    - (1) a FATCA Exempt Party; or
    - (2) not a FATCA Exempt Party;
  - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
  - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
  - (i) any law or regulation;
  - (ii) any fiduciary duty; or
  - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.
- (e) If a Borrower is a US Tax Obligor or the Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within ten Business Days of:
  - (i) where an Original Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;
  - (ii) where a Borrower is a US Tax Obligor on a date on which any other Lender becomes a Party as a Lender, that date;
  - (iii) the date a new US Tax Obligor accedes as a Borrower; or

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(iv) where a Borrower is not a US Tax Obligor, the date of a request from the Agent, supply to the Agent:

- (1) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
- (2) any withholding statement or other document, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.

- (f) The Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the relevant Borrower.
- (g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the relevant Borrower.
- (h) The Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) or (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraphs (e), (f) or (g) above.

#### 16.9 FATCA Deduction

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Parent and the Agent and the Agent shall notify the other Finance Parties.

#### 17. INCREASED COSTS

##### 17.1 Increased Costs

- (a) Subject to Clause 17.3 (*Exceptions*) the Parent shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of:



- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) compliance with any law or regulation made after the date of this Agreement; or
  - (iii) the implementation or application of, or compliance with, Basel III, CRD IV, CRD V or any law or regulation which implements or applies Basel III, CRD IV or CRD V.
- (b) In this Agreement:
- (i) **“Basel III”** means:
    - (1) the agreements on capital requirements, a leverage ratio and liquidity standards contained in “Basel III: A global regulatory framework for more resilient banks and banking systems”, “Basel III: International framework for liquidity risk measurement, standards and monitoring” and “Guidance for national authorities operating the countercyclical capital buffer” published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;
    - (2) the rules for global systemically important banks contained in “Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text” published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
    - (3) any further guidance or standards published by the Basel Committee on Banking Supervision relating to “Basel III;
  - (ii) **“CRD IV”** means EU CRD IV and UK CRD IV.
  - (iii) **“CRD V”** means EU CRD V and UK CRD V.
  - (iv) **“EU CRD IV”** means:
    - (1) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012; and
    - (2) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC,
  - (v) **“UK CRD IV”** means:
    - (1) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the **“Withdrawal Act”**);

- (2) the law of the United Kingdom or any part of it, which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020) implemented Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC and its implementing measures; and
  - (3) direct EU legislation (as defined in the Withdrawal Act), which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020) implemented EU CRD IV as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act.
- (vi) **“EU CRD V”** means:
- (1) Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures; and
  - (2) Regulation (EU) No 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012,
- (vii) **“UK CRD V”** means:
- (1) Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures, as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act;
  - (2) the law of the United Kingdom or any part of it, which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020) implemented Regulation (EU) No 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012, and its implementing measures; and

- (3) direct EU legislation (as defined in the Withdrawal Act), which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020) implemented EU CRD V as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act; and

(viii) “**Increased Costs**” means:

- (1) a reduction in the rate of return from the Facility or on a Finance Party’s (or its Affiliate’s) overall capital;
- (2) an additional or increased cost; or
- (3) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

## 17.2 Increased Cost claims

- (a) A Finance Party intending to make a claim pursuant to Clause 17.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Parent.
- (b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.
- (c) Notwithstanding any other provision of this agreement, a Finance Party shall only be entitled to make an Increased Costs claim in relation to Basel III or CRD IV if the relevant Finance Party provides a certificate to the Agent (with a copy to the Parent) confirming that such claimed costs are also being claimed by that Finance Party in respect of comparable facilities (determined by the relevant Finance Party (acting reasonably)) but provided that the relevant Finance Party shall have no obligation to disclose confidential or commercially sensitive information as part of such confirmation.

## 17.3 Exceptions

- (a) Clause 17.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:
  - (i) attributable to a Tax Deduction required by law to be made by an Obligor;
  - (ii) attributable to a FATCA Deduction required to be made by a Party;
  - (iii) compensated for by Clause 16.3 (*Tax indemnity*) (or would have been compensated for under Clause 16.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (b) of Clause 16.3 (*Tax indemnity*) applied); or

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(iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.

(b) In this Clause 17.3, a reference to a “**Tax Deduction**” has the same meaning given to that term in Clause 16.1 (*Definitions*).

## 18. OTHER INDEMNITIES

### 18.1 Currency indemnity

(a) If any sum due from an Obligor under the Finance Documents (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:

(i) making or filing a claim or proof against that Obligor;

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three Business Days of demand, indemnify each Finance Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

### 18.2 Other indemnities

The Parent shall (or shall procure that an Obligor will), within three Business Days of demand, indemnify each Finance Party against any cost, loss or liability incurred by that Finance Party as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any cost, loss or liability arising as a result of Clause 31 (*Sharing among the Finance Parties*);

(c) funding, or making arrangements to fund, its participation in a Loan requested by a Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone); or

(d) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by a Borrower or the Parent.

### 18.3 Indemnity to the Agent

(a) The Parent shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

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- (i) investigating any event which it reasonably believes is a Default;
  - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
  - (iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement.
- (b) The indemnity given by the Parent under or in connection with this Agreement is a continuing obligation, independent of each Obligor's other obligations under or in connection with this Agreement or any other Finance Document and survives after this Agreement is terminated. It is not necessary for a person to pay any amount or incur any expense before enforcing an indemnity under or in connection with this Agreement or any other Finance Document.

## 19. MITIGATION BY THE LENDERS

### 19.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Parent, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 11.1 (*Illegality*), Clause 16 (*Tax gross-up and indemnities*) or Clause 17 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

### 19.2 Limitation of liability

- (a) The Parent shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 19.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under Clause 19.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

## 20. COSTS AND EXPENSES

### 20.1 Transaction expenses

The Parent shall promptly on demand pay the Agent and the Mandated Lead Arranger the amount of all costs and expenses (including, subject to any agreed caps, legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and syndication of:

- (a) this Agreement and any other documents referred to in this Agreement; and
- (b) any other Finance Documents executed after the date of this Agreement.

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**20.2 Amendment costs**

If:

- (a) an Obligor requests an amendment, waiver or consent; or
- (b) an amendment is required pursuant to Clause 32.9 (*Change of currency*),

the Parent shall, within three Business Days of demand, reimburse the Agent for the amount of all costs and expenses (including, subject to any agreed caps, legal fees) reasonably incurred by the Agent in responding to, evaluating, negotiating or complying with that request or requirement.

**20.3 Enforcement costs**

The Parent shall, within three Business Days of demand, pay to each Finance Party the amount of all costs and expenses (including legal fees) incurred by that Finance Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

**SECTION 7**

**Guarantee and Indemnity**

**21. GUARANTEE AND INDEMNITY**

**21.1 Guarantee and indemnity**

The Guarantor irrevocably and unconditionally:

- (a) guarantees to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;
- (b) undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, the Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of a Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality have been payable by it under any Finance Document on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 21 if the amount claimed had been recoverable on the basis of a guarantee.

**21.2 Continuing guarantee**

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

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### 21.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Guarantor under this Clause 21 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

### 21.4 Waiver of defences

The obligations of the Guarantor under this Clause 21 will not be affected by an act, omission, matter or thing which, but for this Clause 21, would reduce, release or prejudice any of its obligations under this Clause 21 (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension or restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality, invalidity or frustration of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

### 21.5 Immediate recourse

The Guarantor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this Clause 21. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

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#### 21.6 Appropriations

Until all amounts which may be or become payable by the Obligor under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Guarantor or on account of the Guarantor's liability under this Clause 21.

#### 21.7 Deferral of Guarantors' rights

Until all amounts which may be or become payable by the Obligor under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, the Guarantor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 21:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under Clause 21.1 (Guarantee and indemnity);
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Finance Party;

If the Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligor under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 32 (Payment mechanics).

#### 21.8 Release of Guarantors' right of contribution

If the Guarantor (a "Retiring Guarantor") ceases to be a Guarantor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Guarantor then on the date such Retiring Guarantor ceases to be a Guarantor:

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- (a) that Retiring Guarantor is released by each other Guarantor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Guarantor arising by reason of the performance by any other Guarantor of its obligations under the Finance Documents; and
- (b) each other Guarantor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or relate to the assets of the Retiring Guarantor.

#### 21.9 **Additional security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

#### 21.10 **Guarantee limitations**

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Companies Act 2006 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the Guarantor.

### SECTION 7

#### **Representations, Undertakings And Events Of Default**

#### 22. **REPRESENTATIONS**

Each Obligor makes the representations and warranties set out in this Clause 22 to each Finance Party on the date of this Agreement.

##### 22.1 **Status\***

- (a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.

##### 22.2 **Binding obligations\***

Subject to the Legal Reservations, the obligations expressed to be assumed by it in each Finance Document to which it is a party are, legal, valid, binding and enforceable obligations.

##### 22.3 **Non-conflict with other obligations\***

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

- (a) any law or regulation applicable to it;

- (b) its or any of its Subsidiaries' constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets to the extent that such conflict has or would have a Material Adverse Effect.

**22.4 Power and authority\***

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

**22.5 Validity and admissibility in evidence\***

Subject to the Legal Reservations, all Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and
  - (b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,
- have been obtained or effected and are in full force and effect.

**22.6 Governing law and enforcement\***

- (a) Subject to the Legal Reservations, the choice of English law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.
- (b) Subject to the Legal Reservations, any judgment obtained in England in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

**22.7 Deduction of Tax**

No Borrower is required to make any Tax Deduction (as defined in Clause 16.1 (*Definitions*)) from any payment it may make under any Finance Document to a Lender which is:

- (a) a Qualifying Lender:
  - (i) falling within paragraph (a)(i) of the definition of "Qualifying Lender"; or
  - (ii) except where a Direction has been given under section 931 of the ITA in relation to the payment concerned, falling within paragraph (a)(ii) of the definition of "Qualifying Lender"; or
  - (iii) falling within paragraph (b) of the definition of "Qualifying Lender" or;
- (b) a Treaty Lender and the payment is one specified in a direction given by the Commissioners of Revenue & Customs under Regulation 2 of the Double Taxation Relief (Taxes on Income) (General) Regulations 1970 (SI 1970/488).

**22.8 No filing or stamp taxes**

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

**22.9 No default**

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which might have a Material Adverse Effect.

**22.10 No misleading information\***

All written information provided by any member of the Group (including its advisors) to a Finance Party was true and accurate in all material respects as at the date it was provided (or as at the date (if any) at which it is stated) and is not misleading in any material respect.

**22.11 Financial statements**

- (a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied.
- (b) Its unaudited Original Financial Statements fairly present its financial condition as and results of operations (consolidated in the case of the Parent) for the relevant month or Financial Quarter.
- (c) Its audited Original Financial Statements give a true and fair view of its financial condition and results of operations (consolidated in the case of the Parent) during the relevant Financial Year.
- (d) There has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Group, in the case of the Parent) since the date of the Original Financial Statements.

**22.12 Pari passu ranking\***

Subject to the Legal Reservations, its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

**22.13 No proceedings\***

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

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22.14 **Sanctions\***

- (a) Each Obligor has implemented and maintains in effect policies and procedures designed to ensure compliance by itself and its Subsidiaries and their respective directors, officers, employees, brokers and agents with applicable Sanctions.
- (b) Each Obligor and its officers and employees and its brokers and other agents acting or benefiting in any capacity in connection with any Facility are in compliance with applicable Sanctions.
- (c) None of the Obligors, any of its Subsidiaries, or any of their respective directors officers, or employees:
  - (i) are subject to any pending enquiry, investigation or enforcement action in connection with any Sanctions; or
  - (ii) is a Sanctioned Person or acts directly or indirectly on behalf of a Sanctioned Person.
- (d) No Obligor (and the Parent has ensured that no other member of the Group) has permitted or authorised or shall permit or authorise any person to, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any Loan or other transaction(s) contemplated by this Agreement to fund any trade, business or other activities:
  - (i) relating to, for any purpose involving, or for the benefit of any Sanctioned Person; or
  - (ii) in any manner that would reasonably be expected to result in an Obligor or any member of the Group breaching any Sanctions or becoming a Sanctioned Person.
- (e) The representations in this Clause 22.14 (*Sanctions*) given by any entity obliged to comply with Council Regulation (EC) 2271/96 and/or any similar applicable blocking or anti-boycott law or regulation in the United Kingdom, and each as amended from time to time (the “**Blocking Regulations**”) are made only to the extent that any such representation does not result in a violation of, or conflict with, and will not expose any such entity or any of its Subsidiaries or any director, officer or employee thereof to any liability under the Blocking Regulations or any applicable implementing legislation.

22.15 **Anti-corruption law/Anti-Money Laundering\***

- (a) Each member of the Group is in compliance with and conducts its business in compliance with applicable anti-corruption, anti-money laundering and bribery laws and maintains policies and procedures designed to promote and achieve compliance with such laws.
- (b) It is in compliance with the (a) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, and (b) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended.

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## 22.16 Repetition

The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on:

- (a) the date of each Utilisation Request and the first day of each Interest Period; and
- (b) in the case of an Additional Obligor, the day on which the company becomes (or it is proposed that the company becomes) an Additional Obligor.

## 23. INFORMATION UNDERTAKINGS

The undertakings in this Clause 23 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

In this Clause 23:

“**Annual Financial Statements**” means the financial statements for the Financial Year delivered pursuant to paragraph (a) of Clause 23.1 (*Financial Statements*).

“**Half-Yearly Financial Statements**” means the financial statements delivered pursuant to paragraph (c) of Clause 23.1 (*Financial Statements*).

“**Quarterly Financial Statements**” means the financial statements delivered pursuant to paragraph (b) of Clause 23.1 (*Financial Statements*).

### 23.1 Financial statements

The Parent shall supply to the Agent in sufficient copies for all the Lenders:

- (a) as soon as the same become available, but in any event within 120 days after the end of each of its financial years:
  - (i) its audited consolidated financial statements for that Financial Year; and
  - (ii) if available, the audited financial statements of each Obligor for that Financial Year;
- (b) in relation to each Financial Quarter which ends prior to the Qualifying IPO Effective Date, as soon as the same become available, but in any event within 45 days after the end of each of its Financial Quarters, its consolidated financial statements for that Financial Quarter; and
- (c) in relation to each Financial Half-Year which ends following the Qualifying IPO Effective Date, as soon as the same become available, but in any event within 90 days after the end of each Financial Half-Year, its consolidated financial statements for that Financial Half-Year,

provided that:

- (i) in the event any member of the Group makes an acquisition of any person after the date of this Agreement (each such person, together with its Subsidiaries, being an “**Acquired Entity**”), for accounting periods any part of which fall on or prior to the date six Months from the date of completion of such acquisition:

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- (1) to the extent financial statements are required to be delivered in relation to any such accounting period, separate financial statements or, as the case may be audited financial statements may be delivered in respect of the Acquired Entity for that period (and in the event separate financial statements and/or audited financial statements are delivered pursuant to this paragraph (1), any representation, statement or requirement in this Clause 23 (*Financial Statements*) referred to such financial statement of, or the consolidated position of, the Group (or similar language) shall be constructed as being a reference to the Group excluding the Acquired Entity);
  - (2) any financial statements delivered pursuant to paragraph (1) above may be in a form as customarily prepared by the Acquired Entity prior to the date of completion of such acquisition (and any financial statement and/or audited financial statements delivered in such form shall satisfy the requirements of this Clause 23); and
  - (3) for the purpose of calculating any financial ratio under this Agreement any financial statements and/or audited financial statements delivered pursuant to paragraph (1) above may be aggregated with the Quarterly Financial Statements, Half-Yearly Financial Statements or, as the case may be, the Annual Financial Statements for the relevant period (and appropriate adjustments made for any intra-Group transactions) and the Parent shall set out in reasonable detail such calculation and adjustments (and if differing accounting standards apply to the financial statements for the Acquired Entity, the Parent shall provide in relation thereto the information specified in paragraph (b) of Clause 23.3; and
- (ii) in the event that any period specified in this Clause 23 for the Group to deliver any financial statements, documents or other information expires on a day which is not a Business Day, that period shall be extended so as to expire on the next Business Day.

### 23.2 Compliance Certificate

- (a) The Parent shall supply to the Agent, with each set of financial statements delivered pursuant to paragraphs (a)(i), (b) and (c) of Clause 23.1 (*Financial Statements*) a Compliance Certificate setting out (in reasonable detail) computations as to compliance with Clause 24 (*Financial Covenants*) as at the date at which those financial statements were drawn up.
- (b) Each Compliance Certificate shall be signed by two authorised signatories of the Parent, one of which must be the chief financial officer.

### 23.3 Requirements as to financial statements

- (a) Each set of financial statements delivered by the Parent pursuant to Clause 23.1 (*Financial statements*) shall be certified by a director of the relevant company as fairly presenting its financial condition as at the date as at which those financial statements were drawn up.

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- (b) The Parent shall procure that each set of financial statements of an Obligor delivered pursuant to Clause 23.1 (*Financial statements*) is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements for that Obligor unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in GAAP, the accounting practices or reference periods and its auditors (or, if appropriate, the auditors of the Obligor) deliver to the Agent:
- (i) a description of any change necessary for those financial statements to reflect the GAAP, accounting practices and reference periods upon which that Obligor's Original Financial Statements were prepared; and
  - (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to determine whether Clause 24 (*Financial covenants*) has been complied with and make an accurate comparison between the financial position indicated in those financial statements and that Obligor's Original Financial Statements.

Any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

#### 23.4 **Information: miscellaneous**

The Parent shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) all documents dispatched by the Parent to its creditors generally at the same time as they are dispatched;
- (b) promptly upon becoming aware of them, the details of any material litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, and which, if adversely determined, are reasonably likely to have a Material Adverse Effect;
- (c) promptly on request, such further information regarding the financial condition, business and operations of any member of the Group as any Finance Party (through the Agent) may reasonably request;
- (d) promptly upon becoming aware of them (to the extent permitted by law, regulation and the rules of any applicable stock exchange), the details of any judgement or order of court, arbitral body or agency which is made against any member of the Group and are reasonably likely to have a Material Adverse Effect;
- (e) promptly (but in any event within 3 Business Days) upon becoming aware of any change to any Long-Term Credit Rating assigned by S&P or Fitch; and
- (f) as soon as is reasonably practicable, details of any change in the Parent's auditor.

#### 23.5 **Notification of default**

- (a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

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- (b) Promptly upon a request by the Agent, the Parent shall supply to the Agent a certificate signed by two of its directors or senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

#### 23.6 Use of Websites

- (a) The Parent may satisfy its obligation under this agreement to deliver any information in relation to those Lenders ( the “**Website Lenders**”) who accept this method of communication by posting this information onto an electronic website designated by the Parent and the Agent (the “**Designated Website**”) if:
  - (i) the Agent expressly agrees (after consultation with each of the Lenders) that it will accept communication of the information by this method;
  - (ii) both the Parent and the Agent are aware of the address of and any relevant password specifications for the Designated Website; and
  - (iii) the information is in a format previously agreed between the Parent and the Agent.

If any Lender (a “**Paper Form Lender**”) does not agree to the delivery of information electronically then the Agent shall notify the Parent accordingly and the Parent shall supply the information to the Agent (in sufficient copies for each Paper Form Lender) in paper form. In any event the Parent shall supply the Agent with at least one copy in paper form of any information required to be provided by it.

- (b) The Agent shall supply each Website Lender with the address of and any relevant password specifications for the Designated Website following designation of that website by the Parent and the Agent.
- (c) The Parent shall promptly upon becoming aware of its occurrence notify the Agent if:
  - (i) the Designated Website cannot be accessed due to technical failure;
  - (ii) the password specifications for the Designated Website change;
  - (iii) any new information which is required to be provided under this agreement is posted onto the Designated Website;
  - (iv) any existing information which has been provided under this agreement and posted onto the Designated Website is amended; or
  - (v) the Parent becomes aware that the Designated Website or any information posted onto the Designated Website is or has been infected by any electronic virus or similar software.

If the Parent notifies the Agent under paragraphs (c)(i) or (c)(v) above, all information to be provided by the Parent under this agreement after the date of that notice shall be supplied in paper form unless and until the Agent and each Website Lender is satisfied that the circumstances giving rise to the notification are no longer continuing.



- (d) Any Website Lender may request, through the Agent, one paper copy of any information required to be provided under this agreement which is posted onto the Designated Website. The Parent shall comply with any such request within ten Business Days.

**23.7 Direct electronic delivery by Company**

The Parent may satisfy its obligation under this Agreement to deliver any information in relation to a Lender by delivering that information directly to that Lender in accordance with Clause 34.5 (*Electronic communication*) to the extent that Lender and the Agent agree to this method of delivery.

**23.8 “Know your customer” checks**

- (a) If:
- (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
  - (ii) any change in the status of an Obligor after the date of this Agreement; or
  - (iii) a proposed assignment or transfer by a Lender of any of its rights and obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.
- (c) The Parent shall, by not less than 10 Business Days’ prior written notice to the Agent, notify the Agent (which shall promptly notify the Lenders) of its intention to request that one of its Subsidiaries becomes an Additional Obligor pursuant to Clause 28 (*Changes to the Obligors*).

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- (d) Following the giving of any notice pursuant to paragraph (c) above, if the accession of such Additional Obligor obliges the Agent or any Lender to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, the Parent shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or on behalf of any prospective new Lender) in order for the Agent or such Lender or any prospective new Lender to carry out and be satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations pursuant to the accession of such Subsidiary to this Agreement as an Additional Obligor.

#### 23.9 Restrictions

Notwithstanding any other term of the Finance Documents all reporting and other information requirements in the Finance Documents shall be subject to any confidentiality, legal, regulatory or other restrictions relating to the supply of information concerning the Group or any entity subject to an IPO (a “**Listing Entity**”) or its Subsidiaries or otherwise binding on any of them and no such disclosure shall be required if as a result of such disclosure a member of the Group or a Listing Entity (or its Subsidiaries) would be obliged to make an announcement to the relevant listing authorities and/or stock exchange which it would not otherwise have been required to make or would contravene any applicable laws or regulations or stock exchange requirements.

#### 24. FINANCIAL COVENANTS

##### 24.1 Financial Definitions

In this Agreement:

“**Adjusted Cash and Cash Equivalents**” means, at any time, the aggregate amount of:

- (a) Cash;
- (b) non-segregated cash held by way of margin at exchanges, central clearing houses and/or brokers and in respect of which a member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not subject to Security or Quasi Security (other than pursuant to an Exchange Collateralisation);
- (c) 98 per cent. of the mark-to-market value in respect of any Eligible Securities which mature within five years after the relevant date of calculation and are not convertible or exchangeable to any other security to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not subject to Security (other than pursuant to an Exchange Collateralisation);
- (d) 90 per cent. of the value of LME Warrants (as determined in accordance with LME settlement prices) to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time which are not subject to Security;

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- (e) investments in money market funds which are accessible within 30 days after the relevant date of calculation, have a credit rating of either AAA by S&P or Fitch or Aaa by Moody's, and to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not subject to Security (other any Security permitted pursuant to Clause 25.3 (*Negative Pledge*) constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements);
- (f) 50 per cent. of the value of any assets held with an exchange or clearing house which are a contribution to that exchange's or clearing house's default fund;  
but excluding:
  - (i) any segregated client assets;
  - (ii) an amount equal to a member of the Group's non-segregated liabilities to its clients.

“**Cash**” means, at any time, cash denominated in dollars, sterling or euro in hand or at bank and (in the latter case) credited to an account in the name of a member of the Group with an Acceptable Bank and to which a member of the Group is alone (or together with other members of the Group) beneficially entitled and for so long as:

- (a) that cash is repayable within three Months after the relevant date of calculation;
- (b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;
- (c) there is no Security over that cash except for any Security permitted pursuant to Clause 25.3 (*Negative Pledge*) constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements; and
- (d) (except as mentioned in paragraph (a) above) the cash is freely and immediately available to be applied in repayment or prepayment of the Facilities.

“**Consolidated EBIT**” means, in respect of any Relevant Period, the consolidated operating profit of the Group before taxation (including the results from discontinued operations):

- (a) before deducting any Finance Charges;
- (b) not including any accrued interest owing to any member of the Group;
- (c) excluding any one-off, non-recurring, exceptional or extraordinary items occurring in that Relevant Period which, for accounting purposes, are treated as “exceptional items” in the income statement of the Group;
- (d) after deducting the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests;
- (e) before taking into account any unrealised gains or losses on any financial instrument (other than any derivative instrument which is accounted for on a hedge accounting basis);
- (f) before taking into account any gain or loss arising from an upward or downward revaluation of any other asset;

- (g) excluding the charge to profit represented by the expensing of stock options; and
- (h) after adding back fees costs and expenses and taxes incurred in connection with any transaction which is permitted (or not prohibited) under Clause 25.5 (*Merger / Acquisitions*),

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of the Group before taxation.

“**Consolidated EBITDA**” means, in respect of any Relevant Period, Consolidated EBIT for that Relevant Period after adding back any amount attributable to the amortisation or depreciation or impairment of assets of members of the Group (and taking no account of the reversal of any previous impairment charge made in that Relevant Period).

“**Discussion Paper**” means “Discussion Paper 20/2: A new UK prudential regime for MiFID investment firms” published by the Financial Conduct Authority of the United Kingdom in June 2020.

“**EBIT**” means, in respect of a member of the Group for any period for which it is being calculated, the operating profit of that member of the Group before taxation (including the results from discontinued operations):

- (a) before deducting any Finance Charges payable by that member of the Group only;
- (b) not including any accrued interest owing to that member of the Group only;
- (c) excluding any one-off, non-recurring, exceptional or extraordinary items occurring in that Relevant Period which would be shown, for accounting purposes, as “exceptional items” on the income statement of that member of the Group if that income statement was prepared on the same basis as the Group’s consolidated income statements are prepared;
- (d) after deducting the amount of any profit (or adding back the amount of any loss) of that member of the Group which is attributable to minority interests;
- (e) before taking into account any unrealised gains or losses on any financial instrument (other than any derivative instrument which is accounted for on a hedge accounting basis);
- (f) before taking into account any gain or loss arising from an upward or downward revaluation of any other asset;
- (g) excluding the charge to profit represented by the expensing of stock options;
- (h) excluding any one-off, non-recurring, exceptional or extraordinary items (not otherwise excluded as exceptional items for accounting purposes pursuant to paragraph c above) occurring in that Relevant Period as may be agreed in writing by the Parent and the Majority Lenders annually as part of the extension process or from time to time; and
- (i) after adding back fees costs and expenses and taxes incurred in connection with any transaction which is permitted (or not prohibited) under Clause 25.5 (*Merger / Acquisitions*),

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of that member of the Group (determined on an unconsolidated basis) before taxation.

“**EBITDA**” means, in respect of any member of the Group for any period for which it is being calculated, EBIT for that period after adding back any amount attributable to the amortisation, depreciation or impairment of assets of that member of the Group (determined on an unconsolidated basis) (and taking no account of the reversal of any previous impairment charge made in that period).

“**Eligible Securities**” means:

- (a) US Government Securities;
- (b) UK Government Securities;
- (c) German Government Securities; and
- (d) French Government Securities.

“**Exchange Collateralisation**” means any transaction (including, but not limited to, repurchase or securities lending transactions) between a member of the Group and a securities exchange or clearing house or broker which involves the outright transfer of cash or Eligible Securities, or granting Security in respect of an account which holds cash or Eligible Securities in connection with a member of the Group’s obligations to such securities exchange, clearing house or broker under its standard mandatory terms and conditions in the ordinary course of trading.

“**Finance Charges**” means, for any Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments in the nature of interest in respect of Financial Indebtedness whether paid, payable or capitalised by any member of the Group (calculated on a consolidated basis) in respect of that Relevant Period:

- (a) including any costs which are included as part of the effective interest rate adjustments;
- (b) including fees payable in connection with the issue or maintenance of any bond letter of credit, guarantee or other assurance against financial loss which constitutes Financial Indebtedness and is issued by a third party on behalf of a member of the Group;
- (c) including commitment, utilisation and non-utilisation fees;
- (d) including the interest (but not the capital) element of payments in respect of Finance Leases;
- (e) including any commission, fees, discounts and other finance payments payable by (and deducting any such amounts payable to) any member of the Group under any interest rate hedging arrangement;
- (f) excluding any interest cost or expected return on plan assets in relation to any post-employment benefit schemes;
- (g) excluding any capitalised interest in respect of Subordinated Debt; and

(h) taking no account of any unrealised gains or losses on any financial instruments other than any derivative instruments which are accounted for on a hedge accounting basis,

together with the amount of any contractually preferred cash dividends or distributions required to be paid or made by the Parent in respect of that Relevant Period and so that no amount shall be added (or deducted) more than once.

“**Finance Lease**” means any lease, which would, in accordance with applicable GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019, have been treated as an operating lease).

“**Financial Quarter**” means the period commencing on the day after one Quarter Date and ending on the next Quarter Date.

“**Financial Year**” means the annual accounting period of the Group ending on or about 31 December in each year.

“**Financial Half-Year**” means the period commencing on the day after one Half-Year Date and ending on the next Half-Year Date.

“**Half-Year Date**” means each of 30 June and 31 December.

“**Interest Cover**” means the ratio of Consolidated EBITDA to Net Finance Charges in respect of any Relevant Period.

“**LME Warrant**” means an LME Warrant as defined in the rules and procedures (including any annexes) established by LME Clear Limited which are from time to time in force in relation to the operation of, and participation by members in, the clearing system operated by LME Clear Limited.

“**Net Debt**” means, at any time, Total Debt minus Adjusted Cash and Cash Equivalents.

“**Net Finance Charges**” means, for any Relevant Period, the Finance Charges for that Relevant Period after deducting any interest payable in that Relevant Period to any member of the Group on any Cash.

“**Quarter Date**” means each of 31 March, 30 June, 30 September and 31 December.

“**Relevant Period**” means each period of twelve months ending on or about:

- (a) prior to the Qualifying IPO Effective Date, the last day of each Financial Quarter; or
- (b) on or after the Qualifying IPO Effective Date, the last day of each Financial Half-Year,

with the first Relevant Period ending on 30 June 2023.

“**Tangible Net Worth**” means, in respect of the Parent, the excess of total consolidated assets over total consolidated liabilities excluding all assets which would be classified as intangible assets under IFRS and consistently applied including, but not limited to, goodwill and deferred charges.

“**Total Debt**” means, at any time, the aggregate amount of all obligations of the members of the Group for or in respect of Financial Indebtedness at that time but:

- (a) excluding any such obligations to any other members of the Group;
- (b) excluding any Subordinated Debt;
- (c) including, in the case of Finance Leases only, their capitalised value; and
- (d) excluding Financial Indebtedness incurred as a result of the Group's Permitted Brokerage Business.

and so that no amount shall be included or excluded more than once.

“**Total Leverage**” means, in respect of any Relevant Period, the ratio of Net Debt on the last day of that Relevant Period to Consolidated EBITDA in respect of that Relevant Period.

#### 24.2 Financial Condition

The Parent shall ensure that:

- (a) **Interest Cover:** Interest Cover in respect of any Relevant Period shall be greater than or equal to 3.00:1.
- (b) **Total Leverage:** Total Leverage in respect of any Relevant Period shall be less than 3.00:1.
- (c) **Tangible Net Worth:** Tangible Net Worth in respect of any Relevant Period shall be greater than \$250,000,000.

#### 24.3 Financial Testing

- (a) Subject to paragraph (b) below, the financial covenants set out in Clause 24.2 (*Financial Condition*) shall be calculated in accordance with GAAP and tested by reference to each of the financial statements delivered pursuant to Clauses 23.1(a)(i), 23.1(b) and 23.1(c) (*Financial Statements*) and/or each Compliance Certificate delivered pursuant to Clause 23.2 (*Compliance Certificate*).
- (b) If the annual financial statements to be delivered pursuant to Clause 23.1(a)(i) are not available when any covenant referred to in Clause 24.2 (*Financial Condition*) is tested, but when those annual financial statements become available, they show that the figures in any relevant quarterly financial statements delivered pursuant to Clause 23.1(b) utilised for any such calculation cannot have been substantially accurate, the Agent may require such adjustments to the calculations which it, in its reasonable discretion, considers appropriate to rectify that inaccuracy and compliance with the covenants in Clause 24.2 (*Financial Condition*) will be determined by reference to those adjusted figures provided always that any adjustment which indicates compliance with any covenant which had been breached when tested by reference to the relevant inaccurate figures will not have the effect of nullifying, waiving or otherwise curing that breach.
- (c) For the purposes of calculating Consolidated EBITDA for any Relevant Period for the purposes of Clause 24.2(b) (*Total Leverage*) only:
  - (i) there shall be included the EBITDA of a member of the Group acquired during that Relevant Period for the part of the Relevant Period when it was not a member of the Group (but only to the extent that such EBITDA for such period has been verified by the auditors of the Group); and

(ii) there shall be excluded the EBITDA attributable to any member of the Group sold during that Relevant Period.

No item must be credited or deducted more than once in any calculation.

**25. GENERAL UNDERTAKINGS**

The undertakings in this Clause 25 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

**25.1 Authorisations**

Each Obligor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document.

**25.2 Compliance with laws**

Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents.

**25.3 Negative pledge**

In this Clause 25.3, “**Quasi-Security**” means an arrangement or transaction described in paragraph (b) below.

- (a) No Obligor shall (and the Parent shall ensure that no other member of the Group will) create or permit to subsist any Security over any of its assets.
- (b) No Obligor shall (and the Parent shall ensure that no other member of the Group will):
  - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
  - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - (iv) enter into any other preferential arrangement having a similar effect,

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in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- (c) Paragraphs (a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security, listed below:
- (i) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
  - (ii) any payment or close out netting or set-off arrangement pursuant to any hedging transaction entered into by a member of the Group for the purpose of:
    - (1) hedging any risk to which any member of the Group is exposed in its ordinary course of trading; or
    - (2) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,excluding, in each case, any Security or Quasi-Security under a credit support arrangement in relation to a hedging transaction;
  - (iii) any lien arising by operation of law and in the ordinary course of trading;
  - (iv) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the date of this Agreement if:
    - (1) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;
    - (2) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and
    - (3) the Security or Quasi-Security is removed or discharged within 6 months of the date of acquisition of such asset;
  - (v) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the date of this Agreement, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group, if:
    - (1) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;
    - (2) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
    - (3) the Security or Quasi-Security is removed or discharged within 6 months of that company becoming a member of the Group;

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- (vi) any Security or Quasi-Security entered into pursuant to any Finance Document;
- (vii) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;
- (viii) any Security or Quasi-Security arising under a rent deposit deed or other deposit requirement securing the obligations of a member of the Group in relation to property leased or licensed to a member of the Group;
- (ix) any Security or Quasi-Security arising under any trade finance instruments;
- (x) any Security or Quasi-Security arising as result of the Group's Permitted Brokerage Business; and
- (xi) any Security or Quasi-Security securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security or Quasi-Security given by any member of the Group other than any permitted under paragraphs (i) to (x) above) does not exceed the greater of (A) \$25,000,000 and (B) 5% of Tangible Net Worth (measured as at the most recent Relevant Period) (or its equivalent in another currency or currencies) at any time.

#### 25.4 Disposals

- (a) No Obligor shall (and the Parent shall ensure that no other member of the Group will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.
- (b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal:
  - (i) made in the ordinary course of business of the disposing entity under or in connection with the Group's Permitted Brokerage Business or any disposal of receivables;
  - (ii) of notes or other debt instruments that constitute Subordinated Debt;
  - (iii) of assets in exchange for other assets comparable or superior as to type, value and quality;
  - (iv) made by a member of the Group to another member of the Group; or
  - (v) where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal, other than any permitted under paragraphs (i) to (iv) above) does not exceed the greater of (A) \$25,000,000 and (B) 5% of Tangible Net Worth (measured as at the most recent Relevant Period) (or its equivalent in another currency or currencies) in any Financial Year.

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## 25.5 Merger / Acquisitions

- (a) No Obligor shall:
  - (i) (and the Parent shall ensure that no other member of the Group will) make any acquisition of a company, or shares or securities or a business or undertaking (or in each case, any interest in any of them) or incorporate a company if such transaction would constitute a Class 1 Acquisition; and
  - (ii) (and the Parent shall ensure that no other Material Company will) enter into any amalgamation, demerger, merger or corporate reconstruction.
- (b) Paragraph (a) above does not apply to:
  - (i) any transaction permitted pursuant to Clause 25.4 (*Disposals*); or
  - (ii) a Permitted Re-Organisation.

## 25.6 Change of business

The Parent shall procure that no substantial change is made to the general nature of the business of the Parent or the Group as a whole from that carried on at the date of this Agreement.

## 25.7 Financial Indebtedness

- (a) No Material Company shall (and the Parent shall ensure that no other Material Company will) incur or allow to remain outstanding any Financial Indebtedness.
- (b) Paragraph a above does not apply to Financial Indebtedness:
  - (i) incurred under the Finance Documents;
  - (ii) incurred pursuant to the Group's Permitted Brokerage Business;
  - (iii) permitted under Clause 25.8 (*Loans or Credit*);
  - (iv) arising under a foreign exchange transaction for spot or forward delivery entered into in connection with protection against fluctuation in currency rates where that foreign exchange exposure arises in the ordinary course of trade, but not a foreign exchange transaction for investment or speculative purposes;
  - (v) arising under ordinary course intra-day exposures;
  - (vi) of any person acquired by a member of the Group after the date of this agreement which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or having its maturity date extended in contemplation of, or since, that acquisition, and outstanding only for a period of six months following the date of acquisition;
  - (vii) incurred by any Material Company which is a regulated entity pursuant to its notes issuance programme if, after giving pro forma effect to the incurrence of such Financial Indebtedness, there would be no breach of Clause 23.2(b) calculated by reference to the most recently expired Relevant Period (prior to date on which the incurrence of the relevant Financial Indebtedness occurs) for which a Compliance Certificate has been delivered pursuant to Clause 23.2 (*Compliance Certificate*);

(viii) incurred by the Parent or any Borrower; or

(ix) incurred by a Material Company (other than permitted in the preceding paragraphs) which when aggregated with such Financial Indebtedness of each other Material Company does not exceed \$230,000,000.

#### 25.8 Loans or Credit

- (a) Except as permitted under paragraph b below, no Obligor shall (and the Parent shall ensure that no other member of the Group will) be a creditor in respect of any Financial Indebtedness where that Financial Indebtedness is owed by a person who is not a member of the Group.
- (b) Paragraph a above does not apply to:
  - (i) margin loans and any other credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its business;
  - (ii) Financial Indebtedness permitted under Clause 25.7 (*Financial Indebtedness*) (except under paragraph (b)(iii) of that Clause);
  - (iii) any transaction which is permitted under paragraph (b) of Clause 25.7 (*Financial Indebtedness*) (except under sub-paragraph (b)(iii));
  - (iv) a loan made by a member of the Group to an employee or director of any member of the Group;
  - (v) any loan made to an employee benefit trust or similar for the purpose of the operation of an employee share scheme or similar subject; or
  - (vi) any loan not permitted by the preceding paragraphs,

provided that the aggregate amount of the Financial Indebtedness in respect of loans made under paragraphs (iv) to (vi) (inclusive above does not exceed the greater of (A) \$12,500,000 and (B) 2.5% of Tangible Net Worth (measured as at the most recent Relevant Period) (or its equivalent in another currency or currencies) at any time.

#### 25.9 Sanctions

- (a) No Obligor shall (and the Parent shall ensure that no member of the Group will):
  - (i) lend, contribute or otherwise make available directly or indirectly all or any part of the proceeds of a Facility to, or for the benefit of, any person or entity (whether or not related to any member of the Group) for the purpose of financing the activities of, or business or transactions with, any Sanctioned Person or in any Sanctioned Country, to the extent such action or status is prohibited by, or would itself cause any person participating in the Facility (whether as agent, arranger, issuing bank, lender, underwriter, advisor, investor or otherwise) or any member of the Group to be in breach of, any Sanctions;

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- (ii) directly or indirectly, fund all or part of any repayment or prepayment of a Facility out of proceeds derived from any action or status which is prohibited by, or would itself cause any person participating in the Facility (whether as agent, arranger, issuing bank, lender, underwriter, advisor, investor or otherwise) or any member of the Group to be in breach of, any Sanctions; or
  - (iii) permit any Sanctioned Person to have any direct or indirect interest in any Obligor that would cause any Finance Party or member of the Group to be in breach of, any Sanctions.
- (b) The undertakings in this Clause 25.9 (*Sanctions*) shall not apply to any entity obliged to comply with Council Regulation (EC) 2271/96 and/or any similar applicable blocking or anti-boycott law or regulation in the United Kingdom, each as amended from time to time (the “**Blocking Regulations**”) to the extent that any such undertaking would result in a violation of, or conflict with, or would expose any such entity or any of its Subsidiaries or any director, officer or employee thereof to any liability under the Blocking Regulations or any applicable implementing legislation.

#### 25.10 **Anti-corruption Law**

- (a) No Obligor shall (and the Parent shall ensure that no other member of the Group will) directly or indirectly use the proceeds of a Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.
- (b) Each Obligor shall (and the Parent shall ensure that each other member of the Group will) conduct its businesses in compliance with applicable anti-corruption, bribery and anti-money laundering laws and maintain policies and procedures designed to promote and achieve compliance with such laws.

#### 26. **EVENTS OF DEFAULT**

Each of the events or circumstances set out in Clause 26 is an Event of Default (save for Clause 26.13 (*Acceleration*)).

##### 26.1 **Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by:
  - (i) administrative or technical error; or
  - (ii) a Disruption Event; and
- (b) payment is made within 5 Business Days of its due date.

##### 26.2 **Financial covenants**

Any requirement of Clause 24 (*Financial covenants*) is not satisfied.

**26.3 Other obligations**

- (a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 26.1 (*Non-payment*) and Clause 26.2 (*Financial covenants*)).
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 15 Business Days of the earlier of (A) the Agent giving notice to the Parent and (B) the Parent becoming aware of the failure to comply.

**26.4 Misrepresentation**

- (a) Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
- (b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 15 Business Days of the earlier of (A) the Agent giving notice to the Parent and (B) the Parent becoming aware of the failure to comply.

**26.5 Cross default**

- (a) Any Financial Indebtedness of any member of the Group is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any creditor of any member of the Group becomes entitled to declare any Financial Indebtedness of any member of the Group due and payable prior to its specified maturity as a result of an event of default (however described).
- (d) Any commitment for any Financial Indebtedness of any member of the Group is cancelled or suspended by a creditor of any member of the Group as a result of an event of default (however described).
- (e) No Event of Default will occur under this Clause 26.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than \$25,000,000 (or its equivalent in any other currency or currencies) excluding in each case any Financial Indebtedness to the extent owed by one member of the Group to another member of the Group.

**26.6 Insolvency**

- (a) An Obligor or a Material Company:
  - (i) is unable or admits inability to pay its debts as they fall due;
  - (ii) suspends making payments on any of its debts; or

(iii) by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.

(b) A moratorium is declared in respect of any indebtedness of any Obligor or Material Company.

#### **26.7 Insolvency proceedings**

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor or Material Company other than a solvent liquidation or reorganisation of any member of the Group which is not an Obligor or Material Company;
- (b) a composition, compromise, assignment or arrangement with any creditor of any Obligor or Material Company;
- (c) the appointment of a liquidator (other than in respect of a solvent liquidation of a member of the Group which is not an Obligor or Material Company), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or Material Company or any of its assets; or
- (d) enforcement of any Security over any assets of any Obligor or Material Company where the aggregate Financial Indebtedness, in respect of which any such enforcement action is being taken, is equal to or greater than \$25,000,000 (or its equivalent in other currencies) in aggregate at any time,

or any analogous procedure or step is taken in any jurisdiction.

This Clause 26.7 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement.

#### **26.8 Creditors' process**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of an Obligor or a Material Company having an aggregate value of \$25,000,000 and is not discharged within 30 days.

#### **26.9 Ownership of Obligors**

An Obligor (other than the Parent) is not or ceases to be a Subsidiary of the Parent.

#### **26.10 Unlawfulness**

It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents.

#### **26.11 Repudiation**

An Obligor repudiates a Finance Document or evidences an intention to repudiate a Finance Document.

**26.12 Material adverse change**

Any event or circumstance occurs which has or is reasonably likely to have a Material Adverse Effect.

**26.13 Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Parent:

- (a) cancel each Available Commitment of each Lender and of each Affiliate of any Lender which is a Swingline Lender whereupon each such Available Commitment shall immediately be cancelled and each Facility shall immediately cease to be available for further utilisation;
- (b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders.

**SECTION 8**

**Changes To Parties**

**27. CHANGES TO THE LENDERS**

**27.1 Assignments and transfers by the Lenders**

Subject to this Clause 27, a Lender (the “**Existing Lender**”) may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the “**New Lender**”).

**27.2 Parent consent**

- (a) The consent of the Parent is required for an assignment or transfer by an Existing Lender, unless the assignment or transfer is:
  - (i) to another Lender or an Affiliate of any Lender; or
  - (ii) if the Existing Lender is a fund, to a fund which is a Related Fund of the Existing Lender; or
  - (iii) made at a time when an Event of Default is continuing.

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- (b) The consent of the Parent to an assignment or transfer must not be unreasonably withheld or delayed. The Parent will be deemed to have given its consent ten Business Days after the Existing Lender has requested it unless consent is expressly refused by the Parent within that time. For the avoidance of doubt, it shall be reasonable for the Parent to withhold its consent for any assignment or transfer by an Existing Lender to a Competitor, a Loan to Own Investor or a Defaulting Lender.

### 27.3 Other conditions of assignment or transfer

- (a) An assignment will only be effective on:
  - (i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it had been an Original Lender; and
  - (ii) performance by the Agent of all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.
- (b) A transfer will only be effective if the procedure set out in Clause 27.6 (*Procedure for transfer*) is complied with.
- (c) If:
  - (i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and
  - (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Clause 16 (*Tax gross-up and indemnities*) or Clause 17 (*Increased Costs*),  
  
then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This paragraph (c) shall not apply:
  - (iii) in respect of an assignment or transfer made in the ordinary course of the primary syndication of the Facility; or
  - (iv) in relation to Clause 16.2 (*Tax gross-up*), to a Treaty Lender that has included a confirmation of its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (g)(ii)(2) of Clause 16.2 (*Tax gross-up*) if the Obligor making the payment has not made a Borrower DTTP Filing in respect of that Treaty Lender provided that this paragraph (c) shall continue to apply in respect of a payment if that payment falls due before or less than five Business Days after the Borrower receives a copy of the documentation containing confirmation of the Treaty Lender’s scheme reference number and jurisdiction of tax residence.

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- (d) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
- (e) Notwithstanding any other term of this Agreement, each Lender shall ensure that at all times its Overall Commitment is not less than:
  - (i) its Swingline Commitment; or
  - (ii) if it does not have a Swingline Commitment, the Swingline Commitment of a Lender which is its Affiliate.

#### 27.4 Assignment or transfer fee

The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of £2,500.

#### 27.5 Limitation of responsibility of Existing Lenders

- (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:
  - (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
  - (ii) the financial condition of any Obligor;
  - (iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or
  - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,and any representations or warranties implied by law are excluded.
- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
  - (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and
  - (ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (c) Nothing in any Finance Document obliges an Existing Lender to:
  - (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 27; or

- (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

#### 27.6 Procedure for transfer

- (a) Subject to the conditions set out in Clause 27.2 (*Parent consent*) and Clause 27.3 (*Other conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.
- (b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.
- (c) Subject to Clause 27.10 (*Pro rata interest settlement*), on the Transfer Date:
  - (i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another under the Finance Documents shall be cancelled (being the “**Discharged Rights and Obligations**”);
  - (ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;
  - (iii) the Agent, the Mandated Lead Arranger, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Mandated Lead Arranger and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
  - (iv) the New Lender shall become a Party as a “Lender”.

#### 27.7 Procedure for assignment

- (a) Subject to the conditions set out in Clause 27.2 (*Parent consent*) and Clause 27.3 (*Other conditions of assignment or transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

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- (b) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) Subject to Clause 27.10 (*Pro rata interest settlement*), on the Transfer Date:
  - (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;
  - (ii) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the “**Relevant Obligations**”) and expressed to be the subject of the release in the Assignment Agreement; and
  - (iii) the New Lender shall become a Party as a “Lender” and will be bound by obligations equivalent to the Relevant Obligations.
- (d) Lenders may utilise procedures other than those set out in this Clause 27.7 to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with Clause 27.6 (*Procedure for transfer*), to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) **provided that** they comply with the conditions set out in Clause 27.2 (*Parent consent*) and Clause 27.3 (*Other conditions of assignment or transfer*).

#### 27.8 **Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Parent**

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate, an Assignment Agreement or an Increase Confirmation, send to the Parent a copy of that Transfer Certificate, Assignment Agreement or Increase Confirmation.

#### 27.9 **Security over Lenders’ rights**

In addition to the other rights provided to Lenders under this Clause 27, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

- (a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and
  - (b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,
- except that no such charge, assignment or Security shall:

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- (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or
- (ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

**27.10 Pro rata interest settlement**

- (a) If the Agent has notified the Lenders that it is able to distribute interest payments on a “*pro rata* basis” to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 27.6 (*Procedure for transfer*) or any assignment pursuant to Clause 27.7 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):
  - (i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date (“**Accrued Amounts**”) and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period; and
  - (ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:
    - (1) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and
    - (2) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 27.10, have been payable to it on that date, but after deduction of the Accrued Amounts.
- (b) In this Clause 27.10 references to “Interest Period” shall be construed to include a reference to any other period for accrual of fees.
- (c) An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 27.10 but which does not have a Commitment shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

**27.11 Extension Lender**

Each Extension Lender shall, by countersigning an Extension Confirmation and delivering it to the Agent, be deemed to be a party to this agreement as a Lender as from the then applicable Termination Date and:

- (a) the Parent and the Extension Lender shall assume such obligations towards one another and/or acquire rights against one another as recorded in the Finance Documents;

- (b) the Finance Parties in each of their respective capacities shall acquire the rights and assume the obligations between themselves as if the Extension Lender had been an Original Lender under this agreement in that capacity; and
- (c) the Extension Lender shall become a party as a "Lender".

#### 27.12 Additional Lenders

- (a) If the circumstances contemplated by Clause 2.3 (*Additional Commitments*) arise, a financial institution may become an additional lender ("**Additional Lender**") for the purposes of participating in a Facility by executing the Lender Accession Memorandum delivered to it by the Agent. The Lender Accession Memorandum shall not be effective until executed by all parties thereto.
- (b) Upon the satisfaction of the conditions set out in paragraph (d) of Clause 2.3 (*Additional Commitments*) (as applicable), on the Increase Date this agreement shall be amended, read and construed as if each Additional Lender were party hereto with a Commitment as detailed in Annex 2 of the Lender Accession Memorandum and each Additional Lender shall, subject to the terms and conditions of this agreement (and to the extent contemplated by the Lender Accession Memorandum), acquire all the rights and assume all the obligations of a Lender hereunder.

#### 27.13 Redistribution Payments

- (a) Upon the satisfaction of the conditions set out in paragraph (d) of Clause 2.3 (*Additional Commitments*), each Lender party to this agreement with a Commitment immediately prior to the Increase Date (for the purposes of this Clause 27.13 (*Redistribution Payments*), an "**Existing Lender**") will on the Increase Date transfer by novation its rights, benefits and obligations in respect of its participation in each outstanding Loan, if any, to the Additional Lenders to the extent necessary to ensure that:
  - (i) each Additional Lender will have a participation in each outstanding Loan as set out opposite its name in Annex 1, Part A of its Lender Accession Memorandum or Annex 1, Part A of its Additional Commitments Confirmation Notice (as applicable); and
  - (ii) the participation of each Existing Lender in each outstanding Loan shall be reduced to the respective amounts set opposite its name in Annex 1, Part A of the Lender Accession Memorandum or Annex 1, Part A of the Additional Commitments Confirmation Notice (as applicable).

For the avoidance of doubt there shall be no novation or transfer of the Available Commitment of any Existing Lender.

- (b) Upon the satisfaction of the conditions set out in paragraph (d) of Clause 2.3 (*Additional Commitments*), on the Increase Date, and in accordance with Clause 32 (*Payment mechanics*):
  - (i) each Additional Lender shall pay to the Agent the respective amounts set out opposite its name in Annex 1, Part B of its Lender Accession Memorandum or Annex 1, Part B of its Additional Commitments Confirmation Notice (as applicable); and

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- (ii) upon receipt of such payments, the Agent shall pay to each Existing Lender an amount equal to the amount set out opposite its name in Annex 1, Part B of the Lender Accession Memorandum or Annex 1, Part B of the Additional Commitments Confirmation Notice (as applicable).
- (c) To the extent that an Existing Lender receives a payment pursuant to paragraph (b)(ii) above on a day other than the last day of the Interest Period in respect of the relevant Loans, the Parent shall pay to such Existing Lender within three Business Days of demand an amount equal to its Break Costs.
- (d) The novations set out in paragraph (a) above shall take effect on the Increase Date so that:
  - (i) to the extent that in paragraph (a) above the Existing Lenders seek to transfer by novation their rights, benefits and obligations in respect of their participations in outstanding Loans each Obligor and the Existing Lenders shall, to that extent, be released from further obligations towards one another under this agreement and their respective rights against one another shall be cancelled (such rights and obligations being referred to in this Clause 27.13 as “**discharged rights and obligations**”);
  - (ii) each Obligor and the Additional Lenders shall assume obligations towards one another and/or acquire rights against one another which differ from such discharged rights and obligations only insofar as each Obligor and the Additional Lenders have assumed and/or acquired the same in place of each Obligor and the Existing Lenders; and
  - (iii) the Additional Lenders, the Obligors and the Existing Lenders shall acquire the same rights and benefits and assume the same obligations between themselves as they would have acquired and assumed had each Additional Lender been an original party to this agreement as a Lender with the rights, benefits and/or obligations acquired or assumed by it as a result of such transfer and to that extent, the Obligors and each Existing Lender shall each be released from further obligations to each other under this agreement.
- (e) Any amounts payable to the Existing Lenders by the Obligors on or before the Increase Date (including, without limitation, all interest, fees and commission payable up to (but excluding) the Increase Date) in respect of any period ending on or prior to the Increase Date shall be for the account of the Existing Lenders and none of the Additional Lenders shall have any interest in, or any rights in respect of, any such amount.
- (f) The Existing Lenders give notice that nothing herein shall oblige any Existing Lender to: (i) accept a re-transfer from any Additional Lender of the whole or any part of its rights, benefits and/or obligations under this agreement transferred pursuant hereto; or (ii) support any losses directly or indirectly sustained or incurred by an Additional Lender for any reason whatsoever including the non-performance by an Obligor, or any other party to this agreement (or any document relating thereto) of its obligations under any such document. The Additional Lenders hereby acknowledge the absence of any such obligation as is referred to in (i) or (ii) above.

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- (g) Unless expressly agreed to the contrary, each Existing Lender makes no representation or warranty and assumes no responsibility to an Additional Lender for:
- (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
  - (ii) the financial condition of any Obligor;
  - (iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or
  - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,
- and any representations or warranties implied by law are excluded.
- (h) Each Additional Lender confirms to each Existing Lender and the other Finance Parties that it:
- (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this agreement and has not relied exclusively on any information provided to it by any Existing Lender in connection with any Finance Document; and
  - (ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.
- (i) In the event a Loan is outstanding prior to the Increase Date, the Agent shall forward to each Existing Lender for its information a copy of Annex 1, Part A of the Lender Accession Memorandum or Annex 1, Part A of the Additional Commitments Confirmation Notice (as applicable) detailing its revised participation in each outstanding Loan and any amount due to be paid to it at least three Business Days prior to the Increase Date.
- (j) Each of the Existing Lenders authorises the Agent to execute on its behalf any Lender Accession Memorandum delivered to it pursuant to paragraph (d) of Clause 2.3 (*Additional Commitments*) and any Additional Commitments Confirmation Notice delivered to it pursuant to paragraph (d) of Clause 2.3 (*Additional Commitments*).

## 28. CHANGES TO THE OBLIGORS

### 28.1 Assignments and transfer by Obligors

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

### 28.2 Additional Borrowers

- (a) Subject to compliance with the provisions of paragraphs (c) and (d) of Clause 23.8 (*"Know your customer" checks*), the Parent may request that any of its wholly owned Subsidiaries becomes an Additional Borrower. That Subsidiary shall become an Additional Borrower if:

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- (i) in the case of a Subsidiary incorporated outside of England and Wales, all the Lenders approve the addition of that Subsidiary;
  - (ii) the Parent delivers to the Agent a duly completed and executed Accession Letter;
  - (iii) the Parent confirms that no Default is continuing or would occur as a result of that Subsidiary becoming an Additional Borrower; and
  - (iv) the Agent has received all of the documents and other evidence listed in Part B of Schedule 2 (*Conditions precedent*) in relation to that Additional Borrower, each in form and substance satisfactory to the Agent.
- (b) The Agent shall notify the Parent and the Lenders promptly upon being satisfied that it has received (in form and substance satisfactory to it) all the documents and other evidence listed in Part B of Schedule 2 (*Conditions precedent*).
- (c) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (b) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

### 28.3 Resignation of a Borrower

- (a) The Parent may request that a Borrower (other than the Parent) ceases to be a Borrower by delivering to the Agent a Resignation Letter.
- (b) The Agent shall accept a Resignation Letter and notify the Parent and the Lenders of its acceptance if:
- (i) no Default is continuing or would result from the acceptance of the Resignation Letter (and the Parent has confirmed this is the case); and
  - (ii) the Borrower is under no actual or contingent obligations as a Borrower under any Finance Documents, whereupon that company shall cease to be a Borrower and shall have no further rights or obligations under the Finance Documents.

### 28.4 Repetition of Representations

Delivery of an Accession Letter constitutes confirmation by the relevant Subsidiary that the Repeating Representations are true and correct in relation to it as at the date of delivery as if made by reference to the facts and circumstances then existing.

**SECTION 9**

**The Finance Parties**

**29. ROLE OF THE AGENT AND THE MANDATED LEAD ARRANGER**

**29.1 Appointment of the Agent**

- (a) Each of the Mandated Lead Arranger and the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents.
- (b) Each of the Mandated Lead Arranger and the Lenders authorises the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

**29.2 Instructions**

- (a) The Agent shall:
  - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:
    - (1) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and
    - (2) in all other cases, the Majority Lenders; and
  - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (b) The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion. The Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.
- (d) The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.
- (e) In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

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- (f) The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document.
- (g) The Agent is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Nothing in this Agreement shall require the Agent to carry on an activity of the kind specified by any provision of Part II (other than article 5 (accepting deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 or to lend money to any Borrower in its capacity as Agent.

### 29.3 Duties of the Agent

- (a) The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, the Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.
- (c) Without prejudice to Clause 27.8 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Parent*), paragraph (b) above shall not apply to any Transfer Certificate, any Assignment Agreement or any Increase Confirmation.
- (d) Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or the Mandated Lead Arranger) under this Agreement, it shall promptly notify the other Finance Parties.
- (g) The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).
- (h) The Agent shall be entitled to deal with money paid to it by any person for the purposes of this Agreement in the same manner as other money paid to a banker by its customers except that it shall not be liable to account to any person for any interest or other amounts in respect of the money.

### 29.4 Role of the Mandated Lead Arranger

Except as specifically provided in the Finance Documents, the Mandated Lead Arranger has no obligations of any kind to any other Party under or in connection with any Finance Document.

**29.5 No fiduciary duties**

- (a) Nothing in any Finance Document constitutes the Agent or the Mandated Lead Arranger as a trustee or fiduciary of any other person.
- (b) Neither the Agent nor the Mandated Lead Arranger shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

**29.6 Business with the Group**

The Agent and the Mandated Lead Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with any member of the Group.

**29.7 Rights and discretions**

- (a) The Agent may:
  - (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
  - (ii) assume that:
    - (1) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and
    - (2) unless it has received notice of revocation, that those instructions have not been revoked; and
  - (iii) rely on a certificate from any person:
    - (1) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
    - (2) to the effect that such person approves of any particular dealing, transaction, step, action or thing, as sufficient evidence that that is the case and, in the case of paragraph (1) above, may assume the truth and accuracy of that certificate.
- (b) The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the Lenders) that:
  - (i) no Default has occurred (unless it has actual knowledge of a Default arising under Clause 26.1 (*Non-payment*));
  - (ii) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and
  - (iii) any notice or request made by the Parent (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.
- (c) The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.

- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be necessary.
- (e) The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
- (f) The Agent may act in relation to the Finance Documents through its officers, employees and agents.
- (g) Unless a Finance Document expressly provides otherwise the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor the Mandated Lead Arranger is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

#### 29.8 Responsibility for documentation

Neither the Agent nor the Mandated Lead Arranger is responsible or liable for:

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Mandated Lead Arranger, an Obligor or any other person in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; or
- (c) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

#### 29.9 No duty to monitor

The Agent shall not be bound to enquire:

- (a) whether or not any Default has occurred;

- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

#### 29.10 Exclusion of liability

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent), the Agent will not be liable for:
  - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct;
  - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document, other than by reason of its gross negligence or wilful misconduct; or
  - (iii) without prejudice to the generality of paragraphs (i) and (ii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation, for negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of:
    - (1) any act, event or circumstance not reasonably within its control; or
    - (2) the general risks of investment in, or the holding of assets in, any jurisdiction,  
including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.
- (b) No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this paragraph (b) subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.
- (c) The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

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- (d) Nothing in this Agreement shall oblige the Agent or the Mandated Lead Arranger to carry out:
- (i) any “know your customer” or other checks in relation to any person; or
  - (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender or for any Affiliate of any Lender,
- on behalf of any Lender and each Lender confirms to the Agent and the Mandated Lead Arranger that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or the Mandated Lead Arranger .
- (e) Without prejudice to any provision of any Finance Document excluding or limiting the Agent’s liability, any liability of the Agent arising under or in connection with any Finance Document shall be limited to the amount of actual loss which has been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

#### 29.11 Lenders’ indemnity to the Agent

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent’s gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 32.10 (*Disruption to payment systems etc.*), notwithstanding the Agent’s negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document).
- (b) The indemnity given by each Lender under or in connection with this Agreement is a continuing obligation, independent of each Lender’s other obligations under or in connection with this Agreement or any other Finance Document and survives after this Agreement is terminated. It is not necessary for a person to pay any amount or incur any expense before enforcing an indemnity under or in connection with this Agreement or any other document.

#### 29.12 Resignation of the Agent

- (a) The Agent may resign and appoint one of its Affiliates acting through an office in the United Kingdom as successor by giving notice to the Lenders and the Parent.

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- (b) Alternatively the Agent may resign by giving 30 days' notice to the Lenders and the Parent, in which case the Majority Lenders (after consultation with the Parent) may appoint a successor Agent.
- (c) If the Majority Lenders have not appointed a successor Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent (after consultation with the Parent) may appoint a successor Agent (acting through an office in the United Kingdom).
- (d) The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.
- (e) The Agent's resignation notice shall only take effect upon the appointment of a successor.
- (f) Upon the appointment of a successor, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (d) above) but shall remain entitled to the benefit of Clause 18.3 (*Indemnity to the Agent*) and this Clause 29 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (g) After consultation with the Parent, the Majority Lenders may, by notice to the Agent, require it to resign in accordance with paragraph (b) above. In this event, the Agent shall resign in accordance with paragraph (b) above.
- (h) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
  - (i) the Agent fails to respond to a request under Clause 16.8 (*FATCA information*) and the Parent or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
  - (ii) the information supplied by the Agent pursuant to Clause 16.8 (*FATCA information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
  - (iii) the Agent notifies the Parent and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) the Parent or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Parent or that Lender, by notice to the Agent, requires it to resign.

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### 29.13 Confidentiality

- (a) In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

### 29.14 Relationship with the Lenders

- (a) Subject to Clause 27.10 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office:
  - (i) entitled to or liable for any payment due under any Finance Document on that day; and
  - (ii) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.
- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 34.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 34.2 (*Addresses*) and paragraph (a)(ii) of Clause 34.5 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.

### 29.15 Credit appraisal by the Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender confirms to the Agent and the Mandated Lead Arranger that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of each member of the Group;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

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- (c) whether that Lender has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (d) the adequacy, accuracy or completeness of the information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document.

**29.16 Deduction from amounts payable by the Agent**

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

**29.17 Agent's management time**

Any amount payable to the Agent under Clause 18.3 (*Indemnity to the Agent*), Clause 20 (*Costs and expenses*) and Clause 29.11 (*Lenders' indemnity to the Agent*) shall include the cost of utilising the Agent's management time or other resources, in relation to work which is agreed (prior to the commencement of such work) between the Agent and the Parent (each acting reasonably) to be of an exceptional nature and outside the scope of the Agent's ordinary duties, and will be calculated on the basis of such reasonable daily or hourly rates as the Agent may notify to the Parent and the Lenders, and is in addition to any fee paid or payable to the Agent under Clause 15 (*Fees*) provided that:

- (a) prior to an Event of Default (but not, for the avoidance of doubt, following an Event of Default which is continuing), no such costs shall be payable unless the Agent has obtained pre-approval from the Parent prior to incurring such costs (such pre-approval not to be unreasonably withheld or delayed); and
- (b) the Agent's hourly rate shall not exceed the rate agreed between the Parent and the Agent from time to time.

**29.18 Amounts paid in error**

- (a) If the Agent pays an amount to another Party and the Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount was paid by the Agent shall on demand refund the same to the Agent.

- (b) Neither:

- (i) the obligations of any Party to the Agent; nor
- (ii) the remedies of the Agent,

(whether arising under this Clause 29.18 or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing which, but for this paragraph (b), would reduce, release or prejudice any such obligation or remedy (whether or not known by the Agent or any other Party).

- (c) All payments to be made by a Party to the Agent (whether made pursuant to this Clause 29.18 or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.
- (d) In this Agreement, "Erroneous Payment" means a payment of an amount by the Agent to another Party which the Agent determines (in its sole discretion) was made in error.

30. **CONDUCT OF BUSINESS BY THE FINANCE PARTIES**

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

31. **SHARING AMONG THE FINANCE PARTIES**

31.1 **Payments to Finance Parties**

If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from an Obligor other than in accordance with Clause 32 (*Payment mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery to the Agent;
- (b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 32 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 32.5 (*Partial payments*).

31.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**") in accordance with Clause 32.5 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

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### 31.3 Recovering Finance Party's rights

On a distribution by the Agent under Clause 31.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

### 31.4 Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and
- (b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

### 31.5 Exceptions

- (a) This Clause 31 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
  - (i) it notified that other Finance Party of the legal or arbitration proceedings; and
  - (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

## SECTION 10

### Administration

## 32. PAYMENT MECHANICS

### 32.1 Payments to the Agent

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) in cleared funds for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

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- (b) Payment shall be made to such account in the principal financial centre of the country of that currency (or, in relation to euro, in a principal financial centre in such Participating Member State or London, as specified by the Agent) and with such bank as the Agent, in each case, specifies.

### 32.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clause 32.3 (*Distributions to an Obligor*) and Clause 32.4 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency (or, in relation to euro, in the principal financial centre of a Participating Member State or London, as specified by that Party).

### 32.3 Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with Clause 33 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

### 32.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of a Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to a Borrower:
  - (i) the Agent shall notify the Parent of that Lender's identity and the Borrower to whom that sum was made available shall on demand refund it to the Agent; and
  - (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower to whom that sum was made available, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

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### 32.5 Partial payments

- (a) Subject to Clause 7.8 (*Partial Payments – Swingline Facility*), If the Agent receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
  - (i) **first**, in or towards payment *pro rata* of any unpaid amount owing to the Agent under the Finance Documents;
  - (ii) **secondly**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under this Agreement;
  - (iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under this Agreement; and
  - (iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- (b) The Agent shall, if so directed by the Majority Lenders, vary the order set out in paragraphs (a)(ii) to (a)(iv) above.
- (c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

### 32.6 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

### 32.7 Business Days

- (a) Any payment under any Finance Document which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

### 32.8 Currency of account

- (a) Subject to paragraphs (b) to (e) below, the Base Currency is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated, pursuant to this Agreement, on its due date.
- (c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.

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- (d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (e) Any amount expressed to be payable in a currency other than the Base Currency shall be paid in that other currency.

### 32.9 Change of currency

- (a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:
  - (i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Parent); and
  - (ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).
- (b) If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Parent) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

### 32.10 Disruption to payment systems etc.

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Parent that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Parent, consult with the Parent with a view to agreeing with the Parent such changes to the operation or administration of the Facilities as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Parent in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Parent shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 38 (*Amendments and Waivers*);

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- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 32.10; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

**33. SET-OFF**

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**34. NOTICES**

**34.1 Communications in writing**

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

**34.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

- (a) in the case of the Parent and each other Original Obligor, that identified with its name below;
- (b) in the case of each Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and
- (c) in the case of the Agent, that identified with its name below,

or any substitute address or fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

**34.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 34.2 (*Addresses*), if addressed to that department or officer.

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- (b) Any communication or document to be made or delivered to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's signature below (or any substitute department or officer as the Agent shall specify for this purpose).
- (c) All notices from or to an Obligor shall be sent through the Agent.
- (d) Any communication or document made or delivered to the Parent in accordance with this Clause will be deemed to have been made or delivered to each of the Obligors.
- (e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

**34.4 Notification of address and fax number**

Promptly upon changing its address or fax number, the Agent shall notify the other Parties.

**34.5 Electronic communication**

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any such electronic communication or delivery as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
- (c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.
- (d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 34.5.

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**34.6 English language**

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
  - (i) in English; or
  - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

**35. CALCULATIONS AND CERTIFICATES**

**35.1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

**35.2 Certificates and determinations**

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**35.3 Day count convention and interest calculation**

- (a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:
  - (i) on the basis of the actual number of days elapsed and a year of 360 days (or, in any case where the practice in the Relevant Market differs, in accordance with that market practice); and
  - (ii) subject to paragraph (b) below, without rounding.
- (b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to 2 decimal places.

**36. PARTIAL INVALIDITY**

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**37. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

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## 38. AMENDMENTS AND WAIVERS

### 38.1 Required consents

- (a) Subject to Clause 38.2 (*All Lender matters*) and Clause 38.2(i) (*Other exceptions*) any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors and any such amendment or waiver will be binding on all Parties.
- (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 38.
- (c) Paragraph (c) of Clause 27.10 (*Pro rata interest settlement*) shall apply to this Clause 38.

### 38.2 All Lender matters

Subject to Clause 38.4 (*Changes to reference rates*) an amendment or waiver of any term of any Finance Document that has the effect of changing or which relates to:

- (a) the definition of “Majority Lenders” in Clause 1.1 (*Definitions*);
- (b) an extension to the date of payment of any amount under the Finance Documents (other than pursuant to, for the avoidance of doubt, Clause 10 (*Extension Option*));
- (c) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable;
- (d) a change in currency of payment of any amount under the Finance Documents;
- (e) an increase in any Commitment, an extension of the Availability Period or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the relevant Facility;
- (f) Clause 6.2 (*Delivery of a Utilisation Request for Swingline Loans*);
- (g) a change to the Borrowers or Guarantor other than in accordance with Clause 28 (*Changes to the Obligors*);
- (h) any provision which expressly requires the consent of all the Lenders;
- (i) Clause 2.4 (*Finance Parties’ rights and obligations*), Clause 5.1 (*Delivery of a Utilisation Request*), Clause 11.1 (*Illegality*), Clause 11.2 (*Change of control*), Clause 11.8 (*Application of prepayments*) Clause 27 (*Change to the Lenders*), Clause 28 (*Changes to the Obligors*) Clause 31 (*Sharing among the Finance Parties*, this Clause 38, Clause 43 (*Governing law*) or Clause 44.1 (*Jurisdiction*);
- (j) Clause 22.14 (*Sanctions*), Clause 25.9 (*Sanctions*) or the definitions of “Governmental Authority”, “OFAC”, “Sanctioned Country”, “Sanctioned Person”, “Sanctions” or “Sanctions Authority”;

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- (k) Clause 10 (*Extension Option*); or
- (l) the nature or scope of the guarantee and indemnity granted under Clause 21.1 (*Guarantee and indemnity*),

shall not be made without the prior consent of all the Lenders.

### 38.3 Other exceptions

An amendment or waiver which relates to the rights or obligations of the Agent or the Mandated Lead Arranger (each in their capacity as such) may not be effected without the consent of the Agent or the Mandated Lead Arranger, as the case may be.

### 38.4 Changes to reference rates

- (a) Subject to Clause 38.2(i) (*Other exceptions*), if a Published Rate Replacement Event has occurred in relation to any Published Rate for a currency which can be selected for a Loan, any amendment or waiver which relates to:
  - (i) providing for the use of a Replacement Reference Rate in relation to that currency in place of that Published Rate; and
  - (ii)
    - (1) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;
    - (2) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);
    - (3) implementing market conventions applicable to that Replacement Reference Rate;
    - (4) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or
    - (5) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Parent.
- (b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Compounded Rate Loan in any currency under this Agreement to any recommendation of a Relevant Nominating Body which:

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(i) relates to the use of the RFR for that currency on a compounded basis in the international or any relevant domestic syndicated loan markets; and

(ii) is issued on or after the date of this Agreement,

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Parent.

(c) If any Lender fails to respond to a request for an amendment or waiver described in paragraph (a) or paragraph (b) above within 10 Business Days (or such longer time period in relation to any request which the Parent and the Agent may agree) of that request being made:

(i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

(d) In this Clause 38.4:

**“Published Rate”** means:

(a) the Alternative Term Rate for any Quoted Tenor;

(b) the Primary Term Rate for any Quoted Tenor; or

(c) an RFR.

**“Published Rate Replacement Event”** means, in relation to a Published Rate:

(a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Majority Lenders and the Parent materially changed;

(b)

(i)

(1) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(2) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(ii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

- (iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued;
  - (iv) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used; or
  - (v) in the case of the Primary Term Rate for any Quoted Tenor for euro, the supervisor of the administrator of that Primary Term Rate makes a public announcement or publishes information stating that that Primary Term Rate for that Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or
- (c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
- (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Parent) temporary; or
  - (ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the period specified as the “Published Rate Contingency Period” in the Reference Rate Terms relating to that Published Rate; or
- (d) in the opinion of the Majority Lenders and the Parent, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

“**Relevant Nominating Body**” means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

“**Replacement Reference Rate**” means a reference rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Published Rate by:
- (i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or
  - (ii) any Relevant Nominating Body,  
and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the “Replacement Reference Rate” will be the replacement under paragraph (ii) above;
- (b) in the opinion of the Majority Lenders and the Parent, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Published Rate; or

- (c) in the opinion of the Majority Lenders and the Parent, an appropriate successor to a Published Rate.

### 38.5 Excluded Commitments

If any Lender fails to respond to a request for a consent, waiver, amendment of or in relation to any term of any Finance Document or any other vote of Lenders under the terms of this agreement within 15 Business Days (unless the Parent and the Agent agree to a longer time period in relation to any request) of that request being made:

- (a) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments under the Facilities when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve the request; and
- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

### 38.6 Replacement of a Lender

- (a) If:
- (i) any lender becomes a Non-Consenting Lender (as defined in paragraph (d) below);
  - (ii) a Borrower becomes obliged to repay any amount in accordance with Clause 11.1 (*Illegality*), or pay additional amounts pursuant to Clause 17.1 (*Increased Costs*), Clause 16.2 (*Tax gross-up*), Clause 14.3 (*Market disruption*) or Clause 16.3 (*Tax indemnity*); or
  - (iii) if at any time a Lender has become and continues to be a Defaulting Lender,
- the Parent may, by giving five Business Days' prior written notice to the Agent and such Lender:
- (1) other than where such a Lender is a Non-Consenting Lender, prepay that Lender's participation in any outstanding Loans and/or cancel the Commitments of that Lender;
  - (2) replace such Lender by requiring such Lender to (and, to the extent permitted by law, such Lender shall) transfer pursuant to Clause 27 (*Changes to the Lenders*) all (and not part only) of its rights and obligations under this Agreement to an Eligible Institution (a "**Replacement Lender**") selected by the Parent which confirms its willingness to assume and does assume all the obligations or all the relevant obligations of the transferring Lender in accordance with Clause 27 (*Changes to the Lenders*) for a purchase price in cash payable at the time of transfer which is either:
    - a. in an amount equal to the outstanding principal amount of such Lender's participation in the outstanding Loans and all accrued interest (to the extent that the Agent has not given a notification under Clause 27.10 (*Pro rata interest settlement*)) Break Costs and other amounts payable in relation thereto under the Finance Documents; or

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- b. in an amount agreed between that Lender, the Replacement Lender and the Parent and which does not exceed the amount described in sub-paragraph (a) above.
- (b) The replacement of a Lender pursuant to this Clause 38.6 shall be subject to the following conditions:
  - (i) the Parent shall have no right to replace the Agent;
  - (ii) neither the Agent nor the Lender shall have any obligation to the Parent to find a Replacement Lender;
  - (iii) in the event of a replacement of a Non-Consenting Lender such replacement must take place no later than 60 Business Days after the date on which that Lender is deemed a Non-Consenting Lender;
  - (iv) in no event shall the Lender replaced under this Clause 38.6 be required to pay or surrender to the Replacement Lender any of the fees received by such Lender pursuant to the Finance Documents; and
  - (v) the Lender shall only be obliged to transfer its rights and obligations pursuant to paragraph (a) above once it is satisfied that it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to that transfer to the Replacement Lender.
- (c) A Lender shall perform the checks described in paragraph (b)(v) above as soon as reasonably practicable following delivery of a notice referred to in paragraph (a) above and shall notify the Agent and the Parent when it is satisfied that it has complied with those checks.
- (d) In the event that:
  - (i) the Parent or the Agent (at the request of the Parent) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents; and
  - (ii) the consent, waiver or amendment in question requires the approval of more than the Majority Lenders and the Majority Lenders have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a “**Non-Consenting Lender**”.

### 38.7 Disenfranchisement of Defaulting Lenders

- (a) For so long as a Defaulting Lender has any Available Commitment, in ascertaining:
  - (i) the Majority Lenders; or
  - (ii) whether:



- (1) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments under the Facilities; or
- (2) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents,

that Defaulting Lender's Commitments under the Facilities will be reduced by the amount of its Available Commitments under the Facilities and, to the extent that that reduction results in that Defaulting Lender's Total Commitments being zero, that Defaulting Lender shall be deemed not to be a Lender for the purposes of paragraphs (i) and (ii) above.

(b) For the purposes of this Clause 38.7 the Agent may assume that the following Lenders are Defaulting Lenders:

- (i) any Lender which has notified the Agent that it has become a Defaulting Lender;
- (ii) any Lender in relation to which it is aware that any of the events or circumstances referred to in paragraphs (a), (b) or (c) of the definition of "Defaulting Lender" has occurred,

unless it has received notice to the contrary from the Lender concerned (together with any supporting evidence reasonably requested by the Agent) or the Agent is otherwise aware that the Lender has ceased to be a Defaulting Lender.

## 39. CONFIDENTIAL INFORMATION

### 39.1 Confidentiality

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 39.2 (*Disclosure of Confidential Information*) and Clause 39.3 (*Disclosure to numbering service providers*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

### 39.2 Disclosure of Confidential Information

Any Finance Party may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

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- (b) to any person:
- (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent, and, in each case, to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
  - (ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
  - (iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (b) of Clause 29.14 (*Relationship with the Lenders*));
  - (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;
  - (v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
  - (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;
  - (vii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 27.9 (*Security over Lenders' rights*);
  - (viii) who is a Party; or
  - (ix) with the consent of the Parent;
- in each case, such Confidential Information as that Finance Party shall consider appropriate if:
- (1) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

- (2) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
  - (3) in relation to paragraphs (b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances; and
- (c) to any person appointed by that Finance Party or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Parent and the relevant Finance Party; and
- (d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

### 39.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:
- (i) names of Obligors;
  - (ii) country of domicile of Obligors;
  - (iii) place of incorporation of Obligors;
  - (iv) date of this Agreement;
  - (v) Clause 43 (*Governing law*);
  - (vi) the names of the Agent and the Mandated Lead Arranger;
  - (vii) date of each amendment and restatement of this Agreement;
  - (viii) amounts of, and names of, the Facility (and any tranches);
  - (ix) amount of Total Commitments;

- (x) currencies of the Facility;
  - (xi) type of Facility;
  - (xii) ranking of Facility;
  - (xiii) Termination Date for the Facility;
  - (xiv) changes to any of the information previously supplied pursuant to paragraphs (i) to (xiii) above; and
  - (xv) such other information agreed between such Finance Party and the Parent,  
to enable such numbering service provider to provide its usual syndicated loan numbering identification services.
- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) The Parent represents that none of the information set out in paragraphs (i) to (xv) of paragraph (a) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Parent and the other Finance Parties of:
- (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligors; and
  - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligors by such numbering service provider.

#### **39.4 Entire agreement**

This Clause 39 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

#### **39.5 Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

#### **39.6 Notification of disclosure**

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Parent:

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- (a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 39.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 39.

**39.7 Continuing obligations**

The obligations in this Clause 39 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

**40. CONFIDENTIALITY OF FUNDING RATES**

**40.1 Confidentiality and disclosure**

- (a) The Agent and each Obligor agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b) and (c) below.
- (b) The Agent may disclose:
  - (i) any Funding Rate to the relevant Borrower pursuant to Clause 12.5 (*Notifications*); and
  - (ii) any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender.
- (c) The Agent and each Obligor may disclose any Funding Rate to:
  - (i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

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- (ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;
- (iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and
- (iv) any person with the consent of the relevant Lender.

#### 40.2 Related obligations

- (a) The Agent and each Obligor acknowledge that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate for any unlawful purpose.
- (b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender:
  - (i) of the circumstances of any disclosure made pursuant to paragraph (c)(ii) of Clause 40.1 (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
  - (ii) upon becoming aware that any information has been disclosed in breach of this Clause 40.

#### 40.3 No Event of Default

No Event of Default will occur under Clause 26.3 (*Other obligations*) by reason only of an Obligor's failure to comply with this Clause 40.

#### 41. BAIL-IN

##### 41.1 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):

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- (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

#### 41.2 **Bail-in definitions**

In this Clause 41:

“**Article 55 BRRD**” means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

“**Bail-In Action**” means the exercise of any Write-down and Conversion Powers.

“**Bail-In Legislation**” means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to the United Kingdom, the UK Bail-In Legislation; and
- (c) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

“**EEA Member Country**” means any member state of the European Union, Iceland, Liechtenstein and Norway.

“**EU Bail-In Legislation Schedule**” means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

“**Resolution Authority**” means any body which has authority to exercise any Write-down and Conversion Powers.

“**UK Bail-In Legislation**” means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

“**Write-down and Conversion Powers**” means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

- (b) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and
- (c) in relation to any other applicable Bail-In Legislation:
  - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
  - (ii) any similar or analogous powers under that Bail-In Legislation.

42. **COUNTERPARTS**

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

**SECTION 11**

**Governing Law and Enforcement**

43. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

44. **ENFORCEMENT**

44.1 **Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Agreement) (a “**Dispute**”).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to decide Disputes and accordingly no Party will argue to the contrary.

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**44.2 Service of process**

Without prejudice to any other mode of service allowed under any relevant law, each Obligor (other than an Obligor incorporated in England and Wales):

- (a) irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and
- (b) agrees that failure by a process agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement.

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**SCHEDULE 1**

**The Original Parties**

**Part A - The Original Obligors**

<u>Name of Original Borrower</u>	<u>Registration number (or equivalent, if any)</u>
Marex Group plc	05613060
Marex Financial	05613061
<u>Name of Original Guarantor</u>	<u>Registration number (or equivalent, if any)</u>
Marex Group plc	05613060

**Part B - The Original Lenders**

<u>Name of Original Lender</u>	<u>Commitment</u>	<u>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</u>
Bank of China Limited, London Branch	\$ 40,000,000	N/A
Barclays Bank PLC	\$ 35,000,000	N/A
HSBC Bank plc	\$ 40,000,000	N/A
Industrial and Commercial Bank of China Limited, London Branch	\$ 35,000,000	N/A

**Part C - The Original Swingline Lenders**

<u>Name of Original Swingline Lender</u>	<u>Swingline Commitment</u>	<u>Treaty Passport scheme reference number and jurisdiction of tax residence (if applicable)</u>
Barclays Bank PLC	\$17,500,000	N/A
HSBC Bank plc	\$20,000,000	N/A

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**SCHEDULE 2**

**Conditions Precedent**

**Part A - Conditions Precedent To Initial Utilisation**

**1. ORIGINAL OBLIGORS**

- (a) A copy of the constitutional documents of each Original Obligor.
- (b) A copy of a resolution of the board of directors of each Original Obligor:
  - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;
  - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf;
  - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party; and
  - (iv) in the case of an Obligor (other than the Parent), authorising the Parent to acts as its Agent in connection with the Finance Documents.
- (c) A specimen of the signature of each person authorised by the resolutions referred to in paragraph (b) above.
- (d) A certificate of the Parent (signed by an authorised signatory) confirming that borrowing or guaranteeing (as appropriate) the Total Commitments would not cause any borrowing, guaranteeing or similar limit binding on any Original Obligor to be exceeded.
- (e) A certificate of an authorised signatory of the relevant Original Obligor certifying that each copy document relating to it specified in this Part A of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

**2. FINANCE DOCUMENTS**

- (a) This Agreement executed by the members of the Group party to it.
- (b) The Fee Letters executed by the parties to them.

**3. LEGAL OPINIONS**

A legal opinion of Ashurst LLP, legal advisers to the Mandated Lead Arranger and the Agent in England, substantially in the form distributed to the Original Lenders prior to signing this Agreement.

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4. **OTHER DOCUMENTS AND EVIDENCE**

- (a) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Parent accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.
- (b) The Original Financial Statements of the Parent.
- (c) Evidence that all Financial Indebtedness, Security and guarantees outstanding or granted pursuant to the Existing Facility Agreement have been or will be discharged or released (as appropriate) on or prior to the first Utilisation Date.
- (d) Evidence that the fees, costs and expenses then due from the Parent pursuant to Clause 15 (*fees*) and Clause 20 (*Costs and expenses*) have been paid or will be paid on the earlier of (a) five Business Days following the date of this Agreement; and (b) the first Utilisation Date.

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**Part B - Conditions Precedent required to be delivered by an Additional Obligor**

1. An Accession Letter, duly executed by the Additional Obligor and the Parent.
2. A copy of the constitutional documents of the Additional Obligor.
3. A copy of a resolution of the board of directors of the Additional Obligor:
  - (a) approving the terms of, and the transactions contemplated by, the Accession Letter and the Finance Documents and resolving that it execute the Accession Letter;
  - (b) authorising a specified person or persons to execute the Accession Letter on its behalf; and
  - (c) authorising a specified person or persons, on its behalf, to sign and/or despatch all other documents and notices (including, in relation to an Additional Borrower, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents.
4. A specimen of the signature of each person authorised by the resolution referred to in paragraph 3 above.
5. A certificate of the Additional Obligor (signed by a director) confirming that borrowing the Total Commitments would not cause any borrowing or similar limit binding on it to be exceeded.
6. A certificate of an authorised signatory of the Additional Obligor certifying that each copy document listed in this Part B of Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of the Accession Letter.
7. A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary in connection with the entry into and performance of the transactions contemplated by the Accession Letter or for the validity and enforceability of any Finance Document.
8. If available, the latest audited financial statements of the Additional Obligor.
9. The following legal opinions:
  - (a) a legal opinion of Ashurst LLP, legal advisers to the Mandated Lead Arranger and the Agent in England; and
  - (b) if the Additional Obligor is incorporated in a jurisdiction other than England and Wales or is executing a Finance Document which is governed by a law other than English law, a legal opinion of the legal advisers to the Mandated Lead Arranger and the Agent in the jurisdiction of its incorporation, or, as the case may be, the jurisdiction of the governing law of that Finance Document (the “**Applicable Jurisdiction**”) as to the law of the Applicable Jurisdiction.

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**SCHEDULE 3**

**Utilisation Requests**

**Part A – Form of Utilisation Request – Revolving Facility Loans**

From: [Borrower]

To: [Agent]

Dated:

Dear Sirs

**Marex Group plc – \$150,000,000 Facility Agreement  
dated [ ] (the “Agreement”)**

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Revolving Facility Loan on the following terms:  
  
Proposed Utilisation Date: [ ] (or, if that is not a Business Day, the next Business Day)  
Facility to be Utilised [Revolving Facility]  
Currency of Revolving Facility Loan: [ ]  
Amount: [ ] or, if less, the Available Facility  
Interest Period: [ ]
3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) of the Agreement is satisfied on the date of this Utilisation Request.
4. [This Revolving Facility Loan is to be made in [whole]/[part] for the purpose of refinancing [*identify maturing* Revolving Facility Loan ]/[The proceeds of this Revolving Facility Loan should be credited to [*account*]]
5. This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for

[name of relevant Borrower]

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**Part B – Form of Utilisation Request – Swingline Loans**

From: [Borrower]

To: [Agent]

Copy to: [Each of the Swingline Lenders]

Dated:

Dear Sirs

**Marex Group plc – \$150,000,000 Facility Agreement dated [ ] (the “Agreement”)**

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Swingline Loan on the following terms:

Proposed Utilisation Date: [ ] (or, if that is not a New York Business Day, the next New York Business Day)

Facility to be utilised Swingline Facility

Amount: \$ [ ] or, if less, the Available Swingline Facility

Interest Period: [ ]

3. We confirm that each condition specified in paragraph (b) of Clause 6.4 (*Swingline Lenders' participation*) of the Agreement is satisfied on the date of this Utilisation Request.
4. The proceeds of this Swingline Loan should be credited to [account]
5. This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for

[name of relevant Borrower]

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**SCHEDULE 4**

**Form of Transfer Certificate**

To: [ ] as Agent

From: [*The Existing Lender*] (the “**Existing Lender**”) and [*The New Lender*] (the “**New Lender**”)

Dated:

**Marex Group plc – \$150,000,000 Facility Agreement  
dated [ ] (the “Agreement”)**

1. We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 27.6 (*Procedure for transfer*) of the Agreement:
  - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation, and in accordance with Clause 27.6 (*Procedure for transfer*) of the Agreement, all of the Existing Lender’s rights and obligations under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender’s Commitment and participations in Loans under the Agreement as specified in the Schedule.
  - (b) The proposed Transfer Date is [ ].
  - (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 34.2 (*Addresses*) of the Agreement are set out in the Schedule.
3. The New Lender expressly acknowledges the limitations on the Existing Lender’s obligations set out in paragraph (c) of Clause 27.5 (*Limitation of responsibility of Existing Lenders*) of the Agreement.
4. The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
  - (a) [a Qualifying Lender (other than a Treaty Lender);]
  - (b) [a Treaty Lender;]
  - (c) [not a Qualifying Lender]<sup>1</sup>
5. [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
  - (a) a company resident in the United Kingdom for United Kingdom tax purposes;
  - (b) a partnership each member of which is:
    - (i) a company so resident in the United Kingdom; or

<sup>1</sup> Delete as applicable. Each New Lender is required to confirm which of these three categories it falls within.



- (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
  - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.<sup>2</sup>
6. [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [ ]) and is tax resident in [ ]<sup>3</sup>, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Parent notify:
- (a) each Borrower which is a Party as a Borrower as at the Transfer Date; and
  - (b) each Additional Borrower which becomes an Additional Borrower after the Transfer Date,
- that it wishes that scheme to apply to the Agreement.<sup>4</sup>

[5/6.] This Transfer Certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Transfer Certificate.

[6/7.] This Transfer Certificate [and any non-contractual obligations arising out of or in connection with it] [is/are]<sup>5</sup> governed by English law.

[7/8.] This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

<sup>2</sup> Include if New Lender comes within paragraph (a)(ii) of the definition of “Qualifying Lender” in Clause 16.1 (*Definitions*).

<sup>3</sup> Insert jurisdiction of tax residence.

<sup>4</sup> Include if New Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

<sup>5</sup> This Clause should follow the approach adopted as regards non-contractual obligations in Clause 43 (*Governing law*). This should be done (and this footnote deleted) before the Facility Agreement is signed.

**THE SCHEDULE**

**Commitment/rights and obligations to be transferred**

*[Insert relevant details]*

*[Facility Office address, fax number and attention details for notices and account details for payments.]*

[Existing Lender]

[New Lender]

By:

By:

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as [            ].

[Agent]

By:

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**SCHEDULE 5**

**Form of Assignment Agreement**

To: [ ] as Agent and [ ] as Parent, for and on behalf of each Obligor  
From: [the Existing Lender] (the “Existing Lender”) and [the New Lender] (the “New Lender”)  
Dated:

**Marex Group plc – \$150,000,000 Facility Agreement dated  
[ ] (the “Agreement”)**

1. We refer to the Agreement. This is an Assignment Agreement. Terms defined in the Agreement have the same meaning in this Assignment Agreement unless given a different meaning in this Assignment Agreement.
2. We refer to Clause 27.7 (*Procedure for assignment*) of the Agreement:
  - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender’s Commitment and participations in Loans under the Agreement as specified in the Schedule.
  - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender’s Commitment and participations in Loans under the Agreement specified in the Schedule.
  - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above<sup>6</sup>.
3. The proposed Transfer Date is [ ].
4. On the Transfer Date the New Lender becomes Party to the Finance Documents as a Lender.
5. The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of Clause 34.2 (*Addresses*) of the Agreement are set out in the Schedule.
6. The New Lender expressly acknowledges the limitations on the Existing Lender’s obligations set out in paragraph (c) of Clause 27.5 (*Limitation of responsibility of Existing Lenders*) of the Agreement.
7. The New Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
  - (a) [a Qualifying Lender (other than a Treaty Lender);]

<sup>6</sup> If the Assignment Agreement is used in place of a Transfer Certificate in order to avoid a novation of rights/obligations for reasons relevant to a civil jurisdiction, local law advice should be sought to check the suitability of the Assignment Agreement due to the assumption of obligations contained in paragraph 2(c). This issue should be addressed at primary documentation stage.

- (b) [a Treaty Lender;]
  - (c) [not a Qualifying Lender] <sup>7</sup>.
8. [The New Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
- (a) a company resident in the United Kingdom for United Kingdom tax purposes;
  - (b) a partnership each member of which is:
    - (i) a company so resident in the United Kingdom; or
    - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
  - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.]<sup>8</sup>
9. [The New Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [ ]) and is tax resident in [ ]<sup>9</sup>, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax, and requests that the Parent notify:
- (a) each Borrower which is a Party as a Borrower as at the Transfer Date; and
  - (b) each Additional Borrower which becomes an Additional Borrower after the Transfer Date,
- that it wishes that scheme to apply to the Agreement.]<sup>10</sup>

[8/9]. This Assignment Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with Clause 27.8 (*Copy of Transfer Certificate, Assignment Agreement or Increase Confirmation to Company*) of the Agreement, to the Parent (on behalf of each Obligor) of the assignment referred to in this Assignment Agreement.

[9/10]. This Assignment Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment Agreement.

<sup>7</sup> Delete as applicable. Each New Lender is required to confirm which of these three categories it falls within.

<sup>8</sup> Include only if New Lender is a UK Non-Bank Lender—i.e. falls within paragraph (a)(ii) of the definition of “Qualifying Lender” in Clause 16.1 (*Definitions*).

<sup>9</sup> Insert jurisdiction of tax residence.

<sup>10</sup> Include if New Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

[10/11]. This Assignment Agreement [and any non-contractual obligations arising out of or in connection with it] [is/are]<sup>11</sup> governed by English law.

[11/12]. This Assignment Agreement has been entered into on the date stated at the beginning of this Assignment Agreement.

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<sup>11</sup> This clause should follow the approach adopted as regards non-contractual obligations in Clause 43 (*Governing law*). This should be done (and this footnote deleted) before the Facility Agreement is signed.

**THE SCHEDULE**

**Rights to be assigned and obligations to be released and undertaken**

*[Insert relevant details]*

*[Facility Office address, fax number and attention details for notices and account details for payments]*

[Existing Lender]

[New Lender]

By:

By:

This Assignment Agreement is accepted by the Agent and the Transfer Date is confirmed as [                      ].

Signature of this Assignment Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[Agent]

By:

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**SCHEDULE 6**

**Form of Accession Letter**

To: [ ] as Agent

From: [Subsidiary] and [Parent]

Dated:

Dear Sirs

**Marex Group plc – \$150,000,000 Facility Agreement  
dated [ ] (the “Agreement”)**

1. We refer to the Agreement. This is an Accession Letter. Terms defined in the Agreement have the same meaning in this Accession Letter unless given a different meaning in this Accession Letter.
2. [Subsidiary] agrees to become an Additional [Borrower] and to be bound by the terms of the Agreement as an Additional [Borrower] pursuant to [Clause 28.2 (*Additional Borrowers*)] of the Agreement. [Subsidiary] is a company duly incorporated under the laws of [*name of relevant jurisdiction*].
3. [The Parent confirms that no Default is continuing or would occur as a result of [Subsidiary] becoming an Additional Borrower.]<sup>12</sup>
4. [Subsidiary’s] administrative details are as follows:  
Address:  
Fax No:  
Attention:
5. This Accession Letter [and any non-contractual obligations arising out of or in connection with it] [is/are]<sup>13</sup> governed by English law.

[This Accession Letter is entered into by deed.]

[Parent]

[Subsidiary]

<sup>12</sup> Include in the case of an Additional Borrower.

<sup>13</sup> This Clause should follow the approach adopted as regards non-contractual obligations in Clause 43 (*Governing law*). This should be done (and this footnote deleted) before the Facility Agreement is signed.

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SCHEDULE 7

Form of Resignation Letter

To: [ ] as Agent

From: [resigning Obligor] and [Parent]

Dated:

Dear Sirs

**Marex Group plc – \$150,000,000 Facility Agreement dated [ ] (the “Agreement”)**

1. We refer to the Agreement. This is a Resignation Letter. Terms defined in the Agreement have the same meaning in this Resignation Letter unless given a different meaning in this Resignation Letter.
2. Pursuant to [Clause 28.3 (*Resignation of a Borrower*)] of the Agreement, we request that [*resigning Obligor*] be released from its obligations as a [Borrower] under the Agreement.
3. We confirm that:
  - (a) no Default is continuing or would result from the acceptance of this request; and
  - (b) [ ]\*
4. This Resignation Letter [and any non-contractual obligations arising out of or in connection with it] [is/are]<sup>14</sup> governed by English law.

[Parent]

[Subsidiary]

By:

By:

\* Insert any other conditions required by the Facility Agreement.

<sup>14</sup> This Clause should follow the approach adopted as regards non-contractual obligations in Clause 43 (*Governing law*). This should be done (and this footnote deleted) before the Facility Agreement is signed.

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**SCHEDULE 8**

**Form of Compliance Certificate**

To: [ ] as Agent

From: [Parent]

Dated:

Dear Sirs

**Marex Group plc - \$150,000,000 Facility Agreement dated [ ] (the "Agreement")**

1. We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. We confirm that:
  - (a) **Interest Cover:** Interest Cover in respect of the Relevant Period is greater than or equal to [3.00:1.]
  - (b) **Total Leverage:** Total Leverage in respect of the Relevant Period is less than [3.00:1.]
  - (c) **Tangible Net Worth:** Tangible Net Worth in respect of the Relevant Period is greater than [\$250,000,000]

*[levels to be confirmed]*

3. [We confirm that no Default is continuing.]\*

Signed:

Director  
of  
[Parent]

Director  
of  
[Parent]

\* If this statement cannot be made, the Compliance Certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.

**SCHEDULE 9**

**[Intentionally deleted]**

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**SCHEDULE 10**

**Timetables**

	<b>Loans in US Dollars</b>	<b>Loans in euro</b>	<b>Loans in sterling</b>	<b>Loans in other currencies</b>
Currency to be available and convertible into the Base Currency (Clause 4.3 ( <i>Conditions relating to Optional Currencies</i> ))	—	On the day which is two TARGET Days before the first day of the Interest Period for the relevant Loan.	On the first day of the Interest Period for the relevant Loan.	On the day which is two Business Days before the first day of the Interest Period for the relevant Loan.
Agent notifies the Parent if a currency is approved as an Optional Currency in accordance with Clause 4.3 ( <i>Conditions relating to Optional Currencies</i> )	—	—	—	U-4
Delivery of a duly completed Utilisation Request (Clause 5.1 ( <i>Delivery of a Utilisation Request</i> ))	U-1 9:30 a.m]	U-2 9.30 a.m.	U-1 9.30 a.m.	U-3 9.30 a.m.
Agent determines (in relation to a Utilisation) the Base Currency Amount of the Loan, if required under Clause 5.4 ( <i>Lenders' participation</i> ) and notifies the Lenders of the Loan in accordance with Clause 5.4 ( <i>Lenders' participation</i> )	U-1 Noon	U-2 Noon	U-1 Noon	U-3 Noon

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	Loans in US Dollars	Loans in euro	Loans in sterling	Loans in other currencies
Agent receives a notification from a Lender under Clause 8.2 ( <i>Unavailability of a currency</i> )	—	3.00 p.m. on the day which is two TARGET Days before the first day of the Interest Period for the relevant Loan.	U 3.00pm	3.00 p.m. on the day which is two Business Days before the first day of the Interest Period for the relevant Loan.
Agent gives notice in accordance with Clause 8.2 ( <i>Unavailability of a currency</i> )	—	5.00 p.m. on the day which is two TARGET Days before the first day of the Interest Period for the relevant Loan.	U 5.00pm	5.00 p.m. on the day which is two Business Days before the first day of the Interest Period for the relevant Loan.
Delivery of a duly completed Utilisation Request (Clause 6.2 ( <i>Delivery of a Utilisation Request for Swingline Loans</i> ))	U 9.00 am (New York time)	—	—	—
Agent determines (in relation to a Utilisation) the Base Currency Amount of the Swingline Loan, if required under Clause 6.4 (Swingline Lenders' participation) and notifies each Swingline Lender of the amount of its participation in the Swingline Loan under Clause 6.4 ( <i>Swingline Lenders' participation</i> )	U 11.am (New York time)	—	—	—

“U” = date of utilisation  
 “U-X” = Business Days prior to date of utilisation

**SCHEDULE 11**

**Form of Increase Confirmation**

To: [ ] as Agent and [ ] as Parent, for and on behalf of each Obligor

From: [the Increase Lender] (the “Increase Lender”)

Dated:

**Marex Group plc – \$150,000,000 Facility Agreement dated [ ] 2023 (the “Agreement”)**

1. We refer to the Agreement. This is an Increase Confirmation. Terms defined in the Agreement have the same meaning in this Increase Confirmation unless given a different meaning in this Increase Confirmation.
2. We refer to Clause 2.2 (*Increase*) of the Agreement.
3. The Increase Lender agrees to assume and will assume all of the obligations corresponding to the Commitment specified in the Schedule (the “**Relevant Commitment**”) as if it had been an Original Lender under the Agreement in respect of the Relevant Commitment.
4. The proposed date on which the increase in relation to the Increase Lender and the Relevant Commitment is to take effect (the “**Increase Date**”) is [ ].
5. On the Increase Date, the Increase Lender becomes party to the Finance Documents as a Lender.
6. The Facility Office and address, fax number and attention details for notices to the Increase Lender for the purposes of Clause 34.2 (*Addresses*) of the Agreement are set out in the Schedule.
7. The Increase Lender expressly acknowledges the limitations on the Lenders’ obligations referred to in paragraph (i) of Clause 2.2 (*Increase*) of the Agreement.
8. The Increase Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
  - (a) [a Qualifying Lender (other than a Treaty Lender);]
  - (b) [a Treaty Lender;]
  - (c) [not a Qualifying Lender].<sup>15</sup>
9. [The Increase Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
  - (a) a company resident in the United Kingdom for United Kingdom tax purposes;
  - (b) a partnership each member of which is:
    - (i) a company so resident in the United Kingdom; or

<sup>15</sup> Delete as applicable. Each Increase Lender is required to confirm which of these three categories it falls within.

- (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
  - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.<sup>16</sup>
10. [The Increase Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [ ]) and is tax resident in [ ]\*, so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax and requests that the Parent notify:
- (a) each Borrower which is a Party as a Borrower as at the Increase Date; and
  - (b) each Additional Borrower which becomes an Additional Borrower after the Increase Date,
- that it wishes the scheme to apply to the Agreement.]\*\*

[9/10]. This Increase Confirmation may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Increase Confirmation.

[10/11]. This Increase Confirmation [and any non-contractual obligations arising out of or in connection with it] [is/are]<sup>17</sup> governed by English law.

[11/12]. This Increase Confirmation has been entered into on the date stated at the beginning of this Increase Confirmation.

<sup>16</sup> Include only if Increase Lender is a UK Non-Bank Lender i.e. falls within paragraph (a)(ii) of the definition of “Qualifying Lender” in Clause 16.1 (*Definitions*).

\* Insert jurisdiction of tax residence.

\* This confirmation must be included if the Increase Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

<sup>17</sup> This clause should follow the approach adopted as regards non-contractual obligations in Clause 43 (*Governing law*). This should be done (and this footnote deleted) before the Agreement is signed.

**THE SCHEDULE**

**Relevant Commitment/rights and obligations to be assumed by the Increase Lender**

*[Insert relevant details]*

*[Facility Office address, fax number and attention details for notices and account details for payments]*

[Increase Lender]

By:

This Increase Confirmation is accepted by the Agent and the Increase Date is confirmed as [    ].

Agent

By:

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**SCHEDULE 12**

**Extension**

**Part A - Form of Extension Request**

To: [●] as Agent

From: Parent

Dated:

Dear Sirs,

**Marex Group plc - \$150,000,000 Facility Agreement dated [ ] 2023 (the "Agreement")**

1. We refer to the Agreement (as from time to time amended, restated, varied, novated or supplemented). Terms defined in the Agreement shall have the same meaning in this notice.
2. We hereby give you notice that, pursuant to the Agreement and upon the terms and subject to the conditions contained therein, we wish to extend the Termination Date by a period of one year to [●].
3. We confirm that, at the date hereof, the Repeating Representations are true and no Default has occurred and is continuing.

Yours faithfully,

---

duly authorised  
for and on behalf of  
[Parent]

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**Part B - Form of Extension Confirmation**

To: [●] as Agent

From: [Parent]

Dated:

Dear Sirs,

**Marex Group plc—\$150,000,000 Facility Agreement dated [ ] 2023 (the “Agreement”)**

1. We refer to the Agreement (as from time to time amended, restated, varied, novated or supplemented). Terms defined in the Agreement shall have the same meaning in this notice.
2. We have agreed with the following institutions (the “**Extension Lenders**” in respect of the extension referred to in this Extension Confirmation and Clause 10 of the Agreement) that they agree to participate in the extension and shall commit to the extension as follows:

Name of Institution	Existing Lender or Third Party Extension Lender	Commitment (currency)

**TOTAL:**

3. The above Commitments shall take effect/become extended by a period of 12 months on and from the [*Current Termination Date*] for the purpose of the Facility Agreement and the Finance Documents.
4. [\*The Parent and the Third Party Extension Lender hereby request that the Third Party Extension Lender becomes an Extension Lender pursuant to Clause 27.11 (*Extension Lender*) of the Agreement with a Commitment as specified above.
5. The Third Party Extension Lender hereby requests the Agent to accept this Extension Confirmation as being delivered to the Agent pursuant to and for the purposes of Clause 27.11 (*Extension Lender*) of the Agreement so as to take effect in accordance with the terms thereof on [*the Current Termination Date*] and to confirm its agreement to the contents hereof pursuant to Clause 27.11 (*Extension Lender*) of the Agreement by signing, dating and returning the enclosed copy of this letter.
6. The Third Party Extension Lender confirms that it has received a copy of the Agreement together with such other information that it has required in connection with this transaction and that it has not relied and will not hereafter rely on the Agent to check or enquire on its behalf into the legality, validity, effectiveness, adequacy, accuracy or completeness of any such information and further agrees that it has not relied and will not rely on the Agent to assess or keep under review on their behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Obligor.

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7. The Third Party Extension Lender expressly acknowledges the limitations on the Lenders' obligations referred to in Clause 10.6 (*Responsibility of Existing Lender to Third Party Extension Lender*).
8. The Third Party Extension Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
  - (a) [a Qualifying Lender (other than a Treaty Lender);]
  - (b) [a Treaty Lender;]
  - (c) [not a Qualifying Lender].\*\*
9. The Third Party Extension Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
  - (a) a company resident in the United Kingdom for United Kingdom tax purposes; or
  - (b) a partnership each member of which is:
    - (i) a company so resident in the United Kingdom; or
    - (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
  - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.\*\*\*
10. The Third Party Extension Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [●] and is tax resident in [●],\*\*\*\* so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax and requests that the Parent notify:
  - (a) each Borrower which is a Party as a Borrower as at the Termination Date; and
  - (b) each Additional Borrower which becomes an Additional Borrower after the Termination Date,  
that it wishes that scheme to apply to the Agreement.]\*\*\*\*\*

[10/11] This Extension Confirmation may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Extension Confirmation.

[11/12] This Extension Confirmation and any non-contractual obligations arising out of or in connection with it are governed by English law.

[12/13] This Extension Confirmation has been entered into on the date stated at the beginning of this Extension Confirmation.

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Yours faithfully

---

[Authorised Signatory]  
For and on behalf of [*Parent*]

Notes:

- \* Include 4-7 and, as applicable, the relevant paragraphs in 8-10 if there is a Third Party Extension Lender
- \*\* Delete as applicable – each Third Party Extension Lender is required to confirm which of these three categories it falls within.
- \*\*\* Include only if Third Party Extension Lender is a UK Non-Bank Lender i.e. falls within paragraph (i)(2) of the definition of Qualifying Lender in Clause 16.1 (*Definitions*).
- \*\*\*\* Insert residence of tax jurisdiction.
- \*\*\*\*\* Include if Third Party Extension Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

Lender Confirmations

We agree to the extension [and, in the case of a Third Party Extension Lender, to become a Lender and party to the Agreement] in accordance with Clause 27.11 (*Extension Lender*) of the Agreement.

Countersigned by:

---

[Authorised Signatory]  
[Name of Lender]

We acknowledge the accession of any Third Party Extension Lender to this letter to the Agreement as a Lender.

---

[Authorised Signatory] the Agent

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SCHEDULE 13

Form of Lender Accession Memorandum

To: [●] as Agent and the Parent  
From: [Additional Lender] (the “Additional Lender”)  
Dated:

Dear Sirs

**Marex Group plc - \$150,000,000 Facility Agreement dated [ ] 2023 (the “Agreement”)**

duly authorised  
for and on behalf of  
[Parent]  
duly authorised  
for and on behalf of  
[Parent]

1. Terms defined in the Agreement shall bear the same meaning herein.
2. The Parent and the Additional Lender hereby request that the Additional Lender becomes an Additional Lender pursuant to paragraph (b) of Clause 27.12 (*Additional Lender*) of the Agreement with a Commitment as specified in Annex 2.
3. The Additional Lender hereby requests the Agent to accept this Lender Accession Memorandum as being delivered to the Agent pursuant to and for the purposes of Clause 27.12 (Additional Lender) of the Agreement so as to take effect in accordance with the terms thereof on [●] (the “**Increase Date**”) upon satisfaction of all conditions set out in Clause 2.3 (Additional Commitments) of the Agreement and to confirm its agreement to the contents hereof pursuant to paragraph (a) of Clause 27.12 (Additional Lender) of the Agreement by signing, dating and returning the enclosed copy of this letter.
4. The Additional Lender confirms that it has received a copy of the Agreement together with such other information that it has required in connection with this transaction and that it has not relied and will not hereafter rely on the Agent to check or enquire on its behalf into the legality, validity, effectiveness, adequacy, accuracy or completeness of any such information and further agrees that it has not relied and will not rely on the Agent to assess or keep under review on their behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Obligors.
5. [The Additional Lender confirms, for the benefit of the Agent and without liability to any Obligor, that it is:
  - (a) [a Qualifying Lender (other than a Treaty Lender);]
  - (b) [a Treaty Lender;]
  - (c) [not a Qualifying Lender].\*
6. The Additional Lender confirms that the person beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document is either:
  - (a) a company resident in the United Kingdom for United Kingdom tax purposes; or
  - (b) a partnership each member of which is:
    - (i) a company so resident in the United Kingdom; or

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- (ii) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account in computing its chargeable profits (within the meaning of section 19 of the CTA) the whole of any share of interest payable in respect of that advance that falls to it by reason of Part 17 of the CTA; or
  - (c) a company not so resident in the United Kingdom which carries on a trade in the United Kingdom through a permanent establishment and which brings into account interest payable in respect of that advance in computing the chargeable profits (within the meaning of section 19 of the CTA) of that company.] \*\*
7. [The Additional Lender confirms that it holds a passport under the HMRC DT Treaty Passport scheme (reference number [●] and is tax resident in [●],\*\*\* so that interest payable to it by borrowers is generally subject to full exemption from UK withholding tax and requests that the Parent notify:
- (a) each Borrower which is a Party as a Borrower as at the Increase Date; and
  - (b) each Additional Borrower which becomes an Additional Borrower after the Increase Date, that it wishes that scheme to apply to the Agreement.]]\*\*\*\*
8. This Lender Accession Memorandum may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Lender Accession Memorandum.
9. This Lender Accession Memorandum and any non-contractual obligations arising out of or in connection with it are governed by English law.
10. This Lender Accession Memorandum has been entered into on the date stated at the beginning of this Lender Accession Memorandum.

Notes:

- \* Delete as applicable – each Additional Lender is required to confirm which of these three categories it falls within.
- \*\* Include only if Additional Lender is a UK Non-Bank Lender i.e. falls within paragraph(i)(2) of the definition of Qualifying Lender in Clause 16.1 (*Definitions*).
- \*\*\* Insert residence of tax jurisdiction.
- \*\*\*\* Include if Additional Lender holds a passport under the HMRC DT Treaty Passport scheme and wishes that scheme to apply to the Agreement.

---

authorised signatory for  
[Additional Lender]  
Date: [●]

**Agreed by the Agent for and on behalf of the Original Lenders**

---

authorised signatory for  
[Agent]

**ANNEX 1**

**Part A**

**Revised Participants in outstanding Loans**

[Insert Original Lenders]

[Insert Additional Lender]

**Participation in outstanding Loans (\$)**

[•]

[•]

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**ANNEX 1**

**Part B**

Payments to be made to Original Lenders in respect of outstanding Loan (\$)

[Insert Original Lenders]

[•]

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ANNEX 2

**Existing Increase Lenders' Commitment**

[Insert Existing Increase Lender]  
[•]

Commitment (\$)  
[•]

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**THE SCHEDULE**

*[Additional Lender to insert Facility Office address, fax number and attention details for notices and account details for payments.]*

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SCHEDULE 14

Form of Additional Commitments Confirmation Notice

To: [●] as Agent and the Parent  
From: [The Existing Increase Lender] (the “Existing Increase Lender”)  
Dated:

Dear Sirs

**Marex Group plc - \$150,000,000 Facility Agreement dated [ ] 2023 (the “Agreement”)**

1. We refer to the Agreement. This confirmation (the “Confirmation”) shall take effect as an Additional Commitments Confirmation Notice for the purpose of the Agreement. Terms defined in the Agreement have the same meaning in this Confirmation unless given a different meaning in this Confirmation.
2. We refer to Clause 2.3 (*Additional Commitments*) of the Agreement.
3. The Existing Increase Lender agrees to assume and will assume all of the obligations corresponding to the participations in Loans and the Commitments specified in Annex 1 and Annex 2 (the “Relevant Participations and Commitments”).
4. The proposed date on which the increase in relation to the Existing Increase Lender and the Relevant Participations and Commitments is to take effect (the “Increase Date”) is [●].
5. This Confirmation may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Confirmation.
6. This Confirmation and any non-contractual obligations arising out of or in connection with it are governed by English law.
7. This Confirmation has been entered into on the date stated at the beginning of this Confirmation.

Yours faithfully

---

authorised signatory for  
[Existing Increase Lender]

This Additional Commitments Confirmation Notice is accepted as an Additional Commitments Confirmation Notice for the purposes of the Agreement by the Agent and the Increase Date is confirmed as [●].

---

authorised signatory for  
[Agent]

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**ANNEX 1**

**Part A**

Revised Participants in outstanding Loans  
[Insert Original Lenders]  
[Insert Existing Increase Lender]

Participation in outstanding Loans (\$)  
[•]  
[•]

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**ANNEX 1**

**Part B**

Payments to be made to Original Lenders in respect of outstanding Loan (\$)

[Insert Original Lenders]

[•]

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**ANNEX 2**

**Additional Lenders' Commitment**

[Insert Additional Increase Lender]  
[•]

Commitment (\$)  
[•]

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**SCHEDULE 15**

**Reference Rate Terms**

**Part A – Dollars – Compounded Rate Loans**

**CURRENCY:** Dollars.

***Cost of funds as a fallback***

Cost of funds will not apply as a fallback.

***Definitions***

**Additional Business Days:** An RFR Banking Day.

**Baseline CAS:** None specified.

**Break Costs:** None specified.

**Business Day Conventions (definition of “Month” and Clause 13.2 (Non-Business Days)):**

- (a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:
  - (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
  - (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
  - (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.
- (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

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**Central Bank Rate:**

- (a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or
- (b) if that target is not a single figure, the arithmetic mean of:
  - (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and
  - (ii) the lower bound of that target range.

**Central Bank Rate Adjustment:**

means, in relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the 20 per cent. trimmed arithmetic mean (calculated by the Agent, or by any other Finance Party which agrees to do so in place of the Agent) of the Central Bank Rate Spread for the five most immediately preceding RFR Banking Days for which the RFR is available.

For this purpose, “**Central Bank Rate Spread**” means, in relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent) between:

- (a) the RFR for that RFR Banking Day; and
- (b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.

**Daily Rate:**

The “**Daily Rate**” for any RFR Banking Day is:

- (a) the RFR for that RFR Banking Day; or
- (b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:
  - (i) the Central Bank Rate for that RFR Banking Day; and
  - (ii) the applicable Central Bank Rate Adjustment; or

(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of: (i) the most recent Central Bank Rate for a day which is no more than five RFR Banking Days before that RFR Banking Day; and (ii) the applicable Central Bank Rate Adjustment, rounded, in either case, to two decimal places and if, in either case, that rate is less than zero, the Daily Rate shall be deemed to be zero.

<b>Lookback Period:</b>	Five RFR Banking Days .
<b>Margin:</b>	As defined in Clause 1.1 ( <i>Definitions</i> )
<b>Market Disruption Rate:</b>	None specified.
<b>Relevant Market:</b>	The market for overnight cash borrowing collateralised by US Government securities.
<b>Reporting Day:</b>	The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.
<b>RFR:</b>	The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).
<b>RFR Banking Day:</b>	Any day other than: (a) a Saturday or Sunday; and (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.
<b><i>Published Rate Contingency Period</i></b>	One month
<b><i>Reporting Times</i></b>	
Deadline for Lenders to report market disruption in accordance with Clause 14.3 ( <i>Market disruption</i> )	Not applicable
Deadline for Lenders to report their cost of funds in accordance with Clause 14.4 ( <i>Cost of funds</i> )	Not applicable



**Part B – Sterling – Compounded Rate Loans**

<b>CURRENCY:</b>	Sterling.
<b><i>Cost of funds as a fallback</i></b>	
Cost of funds will not apply as a fallback.	
<b><i>Definitions</i></b>	
<b>Additional Business Days:</b>	An RFR Banking Day.
<b>Baseline CAS:</b>	None specified.
<b>Break Costs:</b>	None specified.
<b>Business Day Conventions (definition of “Month” and Clause 13.2 (Non-Business Days)):</b>	<p>(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:</p> <ul style="list-style-type: none"><li>(i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;</li><li>(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and</li><li>(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.</li></ul> <p>(b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).</p>
<b>Central Bank Rate:</b>	The Bank of England’s Bank Rate as published by the Bank of England from time to time.

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<b>Central Bank Rate Adjustment:</b>	<p>means, in relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the 20 per cent. trimmed arithmetic mean (calculated by the Agent, or by any other Finance Party which agrees to do so in place of the Agent) of the Central Bank Rate Spread for the five most immediately preceding RFR Banking Days for which the RFR is available.</p> <p>For this purpose, “<b>Central Bank Rate Spread</b>” means, in relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent) between:</p> <ul style="list-style-type: none"><li>(a) the RFR for that RFR Banking Day; and</li><li>(b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.</li></ul>
<b>Daily Rate:</b>	<p>The “<b>Daily Rate</b>” for any RFR Banking Day is:</p> <ul style="list-style-type: none"><li>(a) the RFR for that RFR Banking Day; or</li><li>(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:<ul style="list-style-type: none"><li>(i) the Central Bank Rate for that RFR Banking Day; and</li><li>(ii) the applicable Central Bank Rate Adjustment; or</li></ul></li><li>(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:<ul style="list-style-type: none"><li>(i) the most recent Central Bank Rate for a day which is no more than five RFR Banking Days before that RFR Banking Day; and</li><li>(ii) the applicable Central Bank Rate Adjustment, rounded, in either case, to four decimal places and if, in either case, that rate is less than zero, the Daily Rate shall be deemed to be zero.</li></ul></li></ul> <p>Five RFR Banking Days.</p> <p>As defined in Clause 1.1 (<i>Definitions</i>).</p> <p>None specified.</p> <p>The sterling wholesale market.</p> <p>The day which is the Lookback Period prior to the last day of the Interest Period or, if that day is not a Business Day, the immediately following Business Day.</p>
<b>Lookback Period:</b>	
<b>Margin:</b>	
<b>Market Disruption Rate:</b>	
<b>Relevant Market:</b>	
<b>Reporting Day:</b>	

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<b>RFR:</b>	The SONIA (sterling overnight index average) reference rate displayed on the relevant screen of any authorised distributor of that reference rate.
<b>RFR Banking Day:</b>	A day (other than a Saturday or Sunday) on which banks are open for general business in London.
<b>Published Rate Contingency Period</b>	One month
<b>Reporting Times</b>	
Deadline for Lenders to report market disruption in accordance with Clause 14.3 ( <i>Market disruption</i> )	Not applicable
Deadline for Lenders to report their cost of funds in accordance with Clause 14.4 ( <i>Cost of funds</i> )	Not applicable

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**Part C - Euro -Term Rate Loans**

**CURRENCY:** Euro - Term Rate Loans.

***Rate Switch Currency***

Euro is not a Rate Switch Currency.

***Choice of fallback option***

Compounded Reference Rate will not apply as a fallback.

Cost of funds will not apply as a fallback.

Fixed Central Bank Rate will apply as a fallback.

***Definitions***

**Additional Business Days:**

A TARGET Day.

**Alternative Term Rate:**

The rate agreed in writing in a Reference Rate Supplement by the Company, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders).

**Alternative Term Rate Adjustment:**

The adjustment to the Alternative Term Rate agreed in writing in a Reference Rate Supplement by the Company, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders).

**Backstop Rate Switch Date:**

None specified.

**Break Costs:**

The amount (if any) by which:

- (a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in the relevant Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

- (b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

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**Business Day Conventions (definition of “Month” and Clause 13.2 (Non-Business Days)):**

- (a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:
  - (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
  - (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
  - (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.
- (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

**Central Bank Rate:**

The fixed rate for the main refinancing operations of the European Central Bank, or, if that rate is not published, the minimum bid rate for the main refinancing operations of the European Central Bank, each as published by the European Central Bank from time to time.

**Central Bank Rate Adjustment:**

In relation to the Central Bank Rate prevailing at the close of business on any Target Day, the mean (calculated by the Agent, or by any other Finance Party which agrees to do so in place of the Agent) of the Central Bank Rate Spreads for the five most immediately preceding Target Days for which the Primary Term Rate for a tenor equal in length to the relevant Interest Period was available, excluding the days with the highest spread (and, if there is more than one highest spread, only one of those highest spreads) and lowest spread (or, if there is more than one lowest spread, only one of those lowest spreads) to the Central Bank Rate.

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<b>Central Bank Rate Spread:</b>	In relation to any Target Day, the difference (expressed as a percentage rate per annum) calculated by the Agent (or any other Finance Party which agrees to do so in place of the Agent) between: <ul style="list-style-type: none"><li>(a) the Primary Term Rate for a tenor equal in length to the applicable Interest Period; and</li><li>(b) the Central Bank Rate prevailing at close of business on that Target Day.</li></ul>
<b>Fallback Interest Period:</b>	1 month.
<b>Margin:</b>	As defined in Clause 1.1 ( <i>Definitions</i> )
<b>Market Disruption Rate:</b>	The Term Reference Rate.
<b>Primary Term Rate:</b>	The euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen.
<b>Quotation Day:</b>	<ul style="list-style-type: none"><li>(a) Subject to paragraph (b) below, two TARGET Days before the first day of the relevant Interest Period (unless market practice differs in the Relevant Market, in which case the Quotation Day will be determined by the Agent in accordance with market practice in the Relevant Market (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days));</li><li>(b) If the Term Rate is, or is based on, the Central Bank Rate, two TARGET Days before the day of the relevant Interest Period.</li></ul>
<b>Quotation Time:</b>	Quotation Day 11:00 a.m. (Brussels time).
<b>Relevant Market:</b>	The European interbank market.

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**Reporting Day:**

The Quotation Day.

**Published Rate Contingency Period:**

One month

**Reporting Times**

Deadline for Lenders to report market disruption in accordance with Clause 14.3 (*Market disruption*):

Close of business in London on the Reporting Day for the relevant Loan.

Deadline for Lenders to report their cost of funds in accordance with Clause 14.4 (*Cost of funds*):

Close of business on the date falling five Business Days after the Reporting Day for the relevant Loan (or, if earlier, on the date falling five Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Loan).

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SCHEDULE 16

**Daily Non-Cumulative Compounded RFR Rate**

The “**Daily Non-Cumulative Compounded RFR Rate**” for any RFR Banking Day “**i**” during an Interest Period for a Compounded Rate Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

“**UCCDR<sub>i</sub>**” means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day “**i**”;

“**UCCDR<sub>i-1</sub>**” means, in relation to that RFR Banking Day “**i**”, the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

“**dcc**” means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

“**n<sub>i</sub>**” means the number of calendar days from, and including, that RFR Banking Day “**i**” up to, but excluding, the following RFR Banking Day; and

the “**Unannualised Cumulative Compounded Daily Rate**” for any RFR Banking Day (the “**Cumulated RFR Banking Day**”) during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

“**ACCDR**” means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

“**tn<sub>i</sub>**” means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

“**Cumulation Period**” means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day;

“**dcc**” has the meaning given to that term above; and

the “**Annualised Cumulative Compounded Daily Rate**” for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to 4 decimal places for Compounded Rate Loans in sterling and rounded to 5 decimal places for Compounded Rate Loans in dollars) calculated as set out below:

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$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{DailyRate}_{e_{i-LP}} \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{m_i}$$

where:

“**d<sub>0</sub>**” means the number of RFR Banking Days in the Cumulation Period;

“**Cumulation Period**” has the meaning given to that term above;

“**i**” means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

“**DailyRate<sub>i-LP</sub>**” means, for any RFR Banking Day “**i**” in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day “**i**”;

“**n<sub>i</sub>**” means, for any RFR Banking Day “**i**” in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day “**i**” up to, but excluding, the following RFR Banking Day;

“**dcc**” has the meaning given to that term above; and

“**m<sub>i</sub>**” has the meaning given to that term above.

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SCHEDULE 17

**Cumulative Compounded RFR Rate**

The “**Cumulative Compounded RFR Rate**” for any Interest Period for a Compounded Rate Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of “**Annualised Cumulative Compounded Daily Rate**” in Schedule 16 (*Daily Non-Cumulative Compounded RFR Rate*)) calculated as set out below:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{DailyRate}_{i-LP} \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{d}$$

where:

“**d<sub>0</sub>**” means the number of RFR Banking Days during the Interest Period;

“**i**” means a series of whole numbers from one to **d<sub>0</sub>**, each representing the relevant RFR Banking Day in chronological order during the Interest Period;

“**DailyRate<sub>i-LP</sub>**” means for any RFR Banking Day “**i**” during the Interest Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day “**i**”;

“**n<sub>i</sub>**” means, for any RFR Banking Day “**i**”, the number of calendar days from, and including, that RFR Banking Day “**i**” up to, but excluding, the following RFR Banking Day;

“**dcc**” means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

“**d**” means the number of calendar days during that Interest Period.

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**SIGNATURES**

**THE PARENT**

**MAREX GROUP PLC**

By: /s/ Nick Jones Head of Legal

By: /s/ Ian Lowitt Chief Executive Officer and Director

Address: 155 Bishopsgate, London EC2M 3TQ

Email: xxxxxxxx@xxxxx

Attention: Group Head of Legal

**THE ORIGINAL BORROWERS**

**MAREX GROUP PLC**

By: /s/ Nick Jones Head of Legal

By: /s/ Ian Lowitt Chief Executive Officer and Director

Address: 155 Bishopsgate, London EC2M 3TQ

Email: xxxxxxxx@xxxxx

Attention: Group Head of Legal

**MAREX FINANCIAL**

By: /s/ Nick Jones Head of Legal

By: /s/ Paolo Tonucci Director

Address: 155 Bishopsgate, London EC2M 3TQ

Email: xxxxxxxx@xxxxx

Attention: Group Head of Legal

Hogan Lovells

**THE ORIGINAL GUARANTOR**

**MAREX GROUP PLC**

By: /s/ Nick Jones Head of Legal

By: /s/ Ian Lowitt Chief Executive Officer and Director

Address: 155 Bishopsgate, London EC2M 3TQ

Email: xxxxxxxx@xxxxx

Attention: Group Head of Legal

Hogan Lovells

**THE MANDATED LEAD ARRANGERS**

**HSBC Bank plc**

By: /s/ Sandeep Bose-Mallick

Attention: Nachiket Sane  
Address: 8 Canada Square, London E14 5HQ  
Email address: xxxxxxxxxxxx@xxxx  
Phone number: +44 xxxxxxxxxxxx

**Barclays Bank PLC**

By: /s/ Jamie Telkman

Attention: Karyn Folino  
Address: 1 Churchill Place, London, E14 5HP  
Email address: xxxxxxxxxxxx@xxxx  
Phone number: + 44 xxxxxxxxxxxx

**Bank of China Limited, London Branch**

By: /s/ Timothy Skeet

By: /s/ Chenyun Sun

Attention: Financial Institutions / Loan Administration  
Address: 1 Lothbury, London, EC2R 7DB  
Email address: xxxxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx  
Phone number: +44 xxxxxxxxxxxx/xxxx

**Industrial and commercial Bank of China Limited, London Branch**

By: /s/ Ying Shi

By: /s/ Hui Cui

Attention: Kathryn Hughes/Martin Neal/Shankar Madkaikar/Kandela Yemima  
Address: 81 King William Street, London, U.K, EC4N 7BG  
Email address: xxxxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx

Phone number: +44 xxxxxxxxxxxx / + 44 xxxxxxxxxxxx / +44 xxxxxxxxxxxx / +44 xxxxxxxxxxxx

**THE ORIGINAL LENDERS**

**HSBC BANK PLC**

By: /s/ Sandeep Bose-Mallick

Attention: Nachiket Sane  
Address: 8 Canada Square, London E14 5HQ  
Email address: xxxxxxxxxxxx@xxxx  
Phone number: +44 xxxxxxxxxxxx

**BARCLAYS BANK PLC**

By: /s/ Jamie Telkman

Attention: Karyn Folino  
Address: 1 Churchill Place, London, E14 5HP  
Email address: xxxxxxxxxxxx@xxxx  
Phone number: + 44 xxxxxxxxxxxx

**BANK OF CHINA LIMITED, LONDON BRANCH**

By: /s/ Timothy Skeet

By: /s/ Chenyun Sun  
Attention: Financial Institutions / Loan Administration  
Address: 1 Lothbury, London, EC2R 7DB  
Email address: xxxxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx  
Phone number: +44 xxxxxxxxxxxx

**INDUSTRIAL AND COMMERCIAL BANK OF CHINA LIMITED, LONDON BRANCH**

By: /s/ Ying Shi

By: /s/ Hui Cui

Attention: Kathryn Hughes/Martin Neal/Shankar Madkaikar/Kandela Yemima  
Address: 81 King William Street, London, U.K, EC4N 7BG  
Email address: xxxxxxxxxxxx@xxxx;  
xxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx  
xxxxxxxxxx@xxxx

Phone number: +44 xxxxxxxxxxxx / + 44 xxxxxxxxxxxx / +44 xxxxxxxxxxxx / +44 xxxxxxxxxxxx

**THE ORIGINAL SWINGLINE LENDERS**

**HSBC BANK PLC**

By: /s/ Sandeep Bose-Mallick

Attention: Nachiket Sane

Address: 8 Canada Square, London E14 5HQ

Email address: xxxxxxxxxxxx@xxxxx

Phone number: +44 xxxxxxxxxxxx

**BARCLAYS BANK PLC**

By: /s/ Jamie Telkman

Attention: Karyn Folino

Address: 1 Churchill Place, London, E14 5HP

Email address: xxxxxxxxxxxx@xxxxx

Phone number: + 44 xxxxxxxxxxxx

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**THE AGENT**

Signed for and on behalf of **HSBC BANK PLC**

/s/ Rehan Mehboob

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Name of authorised signatory

Notice Details:

Loan Agency  
HSBC Bank plc  
Issuer Services, Level 14  
8 Canada Square  
London E14 5HQ

Attention: Agent - Issuer Services  
Facsimile: +44 xxxxxxxxxxxx  
E-mail: Borrower operational requests only – xxxxxxxxxxxx@xxxxx  
All other queries - xxxxxxxxxxxx@xxxxx

**THE SWINGLINE AGENT**

Signed for and on behalf of **HSBC BANK USA, National Association**

/s/ Nimish Pandey

Name of authorised signatory

Notice Details:

HSBC Bank USA, National Association 452 Fifth Avenue  
New York, NY 10018  
Attention: Ershad Sattar

Email: xxxxxxxxxxxx@xxxxx

Tel: xxxxxxxxxxxx

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**Subsidiaries of the Registrant****Legal Name of Subsidiary**

Marex Financial

Marex Spectron International Limited

Marex Capital Markets Inc.

**Jurisdiction of Organization**

England and Wales

England and Wales

United States of America

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the use in this Registration Statement on Form F-1 of our report dated 26 March 2024, relating to the financial statements of Marex Group plc. We also consent to the reference to us under the heading “Experts” in such Registration Statement.

/s/ Deloitte LLP

London, United Kingdom  
26 March 2024

**Consent of Director Nominee**

Marex Group plc is filing a Registration Statement on Form F-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the initial public offering of the ordinary shares of Marex Group plc. In connection therewith, I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of Marex Group plc in the Registration Statement, as may be amended from time to time. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

Dated: March 6, 2024

/s/ John Pietrowicz

Name: John Pietrowicz

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**Consent of Director Nominee**

Marex Group plc is filing a Registration Statement on Form F-1 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), in connection with the initial public offering of the ordinary shares of Marex Group plc. In connection therewith, I hereby consent, pursuant to Rule 438 of the Securities Act, to being named as a nominee to the board of directors of Marex Group plc in the Registration Statement, as may be amended from time to time. I also consent to the filing of this consent as an exhibit to such Registration Statement and any amendments thereto.

Dated: March 12, 2024

/s/ Henry Richards

Name: Henry David Penrose Richards

## CALCULATION OF FILING FEE TABLES

FORM F-1  
(Form Type)MAREX GROUP PLC  
(Exact Name of Registrant as Specified in the Articles of Association)

Table 1: Newly Registered and Carry Forward Securities

	Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price <sup>(1)(2)</sup>	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities												
Fees to be Paid	Equity	ordinary shares, nominal value \$ per share	457(o)	—	—	\$100,000,000	\$147.60 per \$1,000,000	\$14,760				
Fees Previously Paid												
						Total Offering Amounts		\$100,000,000				
						Total Fees Previously Paid		\$0				
						Total Fee Offsets		\$0				
						Net Fee Due		\$14,760				

(1) Includes offering price of additional ordinary shares that the underwriters have the option to purchase.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.