



CONFIDENTIAL · FOR QUALIFYING INVESTORS ONLY

# Subscription Agreement

Unsecured Loan Note Programme

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This Agreement is entered into between **CM Beyer Limited** (the “Company”) and the Investor named in Schedule 1 in connection with the Investor’s subscription for an unsecured loan note on the terms of the Loan Note Instrument dated May 2026.

High-risk unsecured investment. Not FCA-regulated. No FSCS or FOS protection. Do not invest unless prepared to lose all capital.

<b>Issuer</b>	CM Beyer Limited
<b>Company Number</b>	17009212
<b>Director</b>	Daniel Hunter
<b>Instrument</b>	Loan Note Instrument dated May 2026
<b>Governing Law</b>	England and Wales
<b>Document Date</b>	May 2026

# Subscription Agreement

**High-risk unsecured investment.**

Not FCA-regulated. No FSCS or FOS protection. Do not invest unless prepared to lose all capital. Read the Information Memorandum and Loan Note Instrument before signing.

## Schedule 1: INVESTOR DETAILS

*To be completed by the Investor.*

Full Legal Name

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Address

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City

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Postcode

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Country

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Email

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Telephone

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Date of Birth

National Insurance Number  
(optional)

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Bank Name

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Sort Code

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Account Number

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Account Name

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## Schedule 2: SUBSCRIPTION DETAILS

*To be completed jointly by the Investor and the Company.*

Principal Amount (£)

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Term

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Interest Rate (% p.a.)

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Interest Payment

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Maturity Date

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Issue Date

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## Part A: SUBSCRIPTION TERMS

- A.1** The Investor subscribes for an unsecured loan note on the terms of the Loan Note Instrument and this Agreement. In the event of any conflict, the Instrument prevails.
- A.2** The Principal Amount shall be paid by bank transfer within 5 Business Days of the Issue Date. A Note Certificate shall be issued within 5 Business Days of receipt of cleared funds.
- A.3** Interest shall be paid monthly on the first Business Day of each calendar month (or next Business Day) for Terms of more than 6 months; on the Maturity Date for Terms of 6 months or less.
- A.4** The Fee Cap applies: total interest, fees and charges shall not exceed 100% of the Principal Amount.
- A.5** Interest-only refinancing for up to 12 months is available pursuant to Clause 6 of the Instrument, subject to Company approval and revised terms.
- A.6** Early redemption requires at least 90 days' written notice and is subject to Company approval pursuant to Clause 5 of the Instrument.

## Part B: INVESTOR SELF-CERTIFICATION

**Complete ONE of the following declarations.** Tick the boxes that apply to confirm you meet the qualifying criteria.

### OPTION 1 — HIGH NET WORTH INDIVIDUAL (Article 48, FPO 2005)

I declare that I am a high net worth individual. I understand that I may receive unregulated financial promotions, may forgo certain investor protections, and have no recourse to the Financial Ombudsman Service or Financial Services Compensation Scheme in respect of this investment.

- My annual income is £100,000 or more in the last financial year
- My net assets are £250,000 or more (excluding primary residence, secured loans on it, pensions, and insurance benefits)

### OPTION 2 — SELF-CERTIFIED SOPHISTICATED INVESTOR (Article 50A, FPO 2005)

I declare that I am a self-certified sophisticated investor and have the same understanding of unregulated promotions and lack of recourse as set out above.

- Member of a business angel network/syndicate for 6+ months
- Made 2+ investments in unlisted companies in the past 2 years
- Worked in private equity or SME finance (current or past 2 years)
- Director of a company with £1m+ annual turnover (current or past 2 years)

## Part C: DECLARATIONS AND WARRANTIES

Tick each box to confirm:

- I have received and read the Information Memorandum and the Loan Note Instrument.
- I understand this is a high-risk investment and I may lose all the money I invest.
- I understand that the Company is not FCA-regulated and that I have no recourse to the Financial Ombudsman Service or the Financial Services Compensation Scheme.
- I understand that the Notes are unsecured and rank behind secured creditors and preferential creditors (including HMRC) in insolvency.
- I understand that the Notes cannot be traded or transferred without the Company's consent and that my capital may be locked for the full Term.
- I confirm that I meet the qualifying criteria selected in Part B and that all information I have provided is true and complete.
- I confirm that my funds are not derived from criminal activity and I consent to anti-money laundering checks pursuant to the Money Laundering Regulations 2017.
- I confirm that I have had the opportunity to seek independent financial and legal advice in connection with this subscription.
- I consent to the processing of my personal data in accordance with the UK GDPR and the Company's Privacy Policy.
- I understand that interest will be paid gross and that I am solely responsible for declaring it to HM Revenue & Customs.
- I understand that total interest, fees and charges are capped at 100% of the Principal Amount (Fee Cap).
- I understand that refinancing (interest-only, up to 12 months) is at the Company's sole discretion and may involve revised terms.

## Part D: RISK ACKNOWLEDGEMENT

**Don't invest unless you're prepared to lose all the money you invest.**

This is a high-risk investment and you are unlikely to be protected if something goes wrong.

- I have read the risk warning above and the risk factors in Section 6 of the Information Memorandum. I accept all risks associated with this investment.

## EXECUTION

### INVESTOR

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

### FOR AND ON BEHALF OF CM BEYER LIMITED

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Daniel Hunter, Director**