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**GLOBAL INTERCONNECTION GROUP LIMITED
 (“GLOBAL INTERCONNECTION GROUP”, “GIG” or the “Company”)**



**GLOBAL INTERCONNECTION GROUP Ordinary Shares
 ISIN Code GG00BMB5XZ39
 XAMS : CABLE**

**20 November
 2023**

**GLOBAL INTERCONNECTION GROUP LIMITED
 (“the Company”)**

Result of Annual General Meeting and important notice for GIG Public Warrant Holders

Global InterConnection Group Limited announces that at its Annual General Meeting (“AGM”) held earlier today, all resolutions were duly passed.

The votes received from shareholders on each resolution for the AGM are set out below:

		NO.OF VOTES FOR	% OF VOTES CAST FOR (EXCLUDING VOTES WITHELD)	NO. OF VOTES AGAINST	% OF VOTES CAST AGAINST (EXCLUDING VOTES WITHELD)	WITHELD
Ordinary Resolutions						
1	To resolve to adopt the Annual Report and Financial Statements of the Company together with the reports of the Directors and Auditors therein, for the year ended 31 December 2022.	9,812,074	%100	0	0%	401
2	To resolve to re-appoint BDO LLP as Auditors to the	9,812,074	100%	0	0%	401

	Company to hold office until the conclusion of the next general meeting at which accounts are laid before the Company.					
3	To resolve to authorise the Directors to determine the remuneration of the Auditors	9,812,074	100%	0	0%	401
4	To resolve to appoint Mr Richard Pinnock as a Director of the Company in accordance with clause 28.2(a) of the Company's Articles.	9,807,355	100%	0	0%	5,120
5	To resolve by ordinary resolution (pursuant to article 7.8 of the Articles) that the Company may issue, sell or transfer from treasury any Ordinary Share to be issued, sold or transferred pursuant to or in connection with the exercise of Warrants by Warrant Holders or the redemption of Warrants by the Company, in each case without the application of article 7.2 of the Articles. This authority shall expire on the conclusion of the annual general meeting of the	9,812,074	100%	0	0%	401

	Company to be held in 2024.					
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IMPORTANT NOTICE FOR GIG PUBLIC WARRANT HOLDERS

Following further review, GIG has made amendments to the “Warrant Holder Representation Letter” as appended to the press releases dated 11 July 2023, 31 July 2023, 18 August 2023, 11 October 2023, 30 October 2023 and 10 November 2023 (the “**Previous Press Releases**”). The amended Warrant Holder Representation Letter is attached to this press release as Appendix 1.

If you wish to participate in an exercise of GIG Public Warrants (an “**Exercise**”), you must make this known to your bank and broker. In order for GIG Public Warrants to be validly exercised, **NO LATER THAN 17:40 CET ON 6 DECEMBER 2023** (noting the ability for Exercise and Settlement to be undertaken earlier as announced in the press release dated 10 November 2023):

- (i) deliver such GIG Public Warrants to Van Lanschot Kempenn N.V. (“**VLK**”) as agent to the Company for the GIG Public Warrants held through Euroclear Nederland;
- (ii) make the payment in full to VLK of £7.00 in cash for each GIG Public Warrant exercised, as well as any and all applicable taxes due in connection with the exercise of those GIG Public Warrants, the exchange of those GIG Public Warrants for the GIG Ordinary Shares and 2056 GreenBonds, and the issuance of such GIG Ordinary Shares and 2056 GreenBonds; and
- (iii) deliver the amended “Warrant Holder Representation Letter” **in the form set forth in Appendix 1 of this press release**, duly completed and executed by the relevant GIG Public Warrant Holder, to be delivered to VLK at the following email address: kas@vanlanschotkempenn.com.

The amended Warrant Holder Representation Letter as attached to this press release as Appendix 1 replaces the Warrant Holder Representation Letter as appended to the Previous Press Releases. For avoidance of doubt, GIG Public Warrant Holders that have previously delivered a Warrant Holder Representation Letter in the form as attached to the Previous Press Releases are hereby notified of the contents of the Warrant Holder Representation Letter in the form set forth in Appendix 1 of this press release which contains additional representations required in connection with holding 2056 GreenBonds.

Exercise of GIG Public Warrants by 6 December 2023

GIG Public Warrant Holders that have yet to take action in respect of the holdings are reminded that the Public Warrant Exercise date has been extended to 6 December 2023, in accordance with the Press Release dated 11 October 2023.

This process is set out below. The updated Appendix also details the Instructions for Exercise.

GIG Public Warrant Holders should read this press release in its entirety. In addition, GIG Public Warrant Holders should read the section “*Risk Factors*” of the press release published by GIG on 11 July 2023 ([ab7cde6e-4b38-44ee-acd3-00fc01795c74 \(globenewswire.com\)](https://www.globenewswire.com/ab7cde6e-4b38-44ee-acd3-00fc01795c74)), which should be carefully considered by the GIG Public Warrant Holders.

Capitalised terms not otherwise defined in this press release have the meanings ascribed to them in the shareholder circular published by the Company on 20 April 2023, as updated, in respect of its business combination with Global InterConnection Group SA.

The Warrant Exercise date was on 11 October 2023 extended to 6 December 2023, due to potentially material developments in respect of GIG. These developments, were they to be finalised, could be material to the Company’s value and prospects. Therefore, those persons who are involved in the negotiations cannot exercise their holdings of Warrants at the present time.

The explanation and instructions for Exercise and Redemption (as defined below) have been updated.

Multiple Exercise deadline dates and Settlement Dates and Cut-Off Times

GIG has decided to provide GIG Public Warrant Holders with multiple Exercise deadline dates for those GIG Public Warrant Holders who exercise their GIG Public Warrants. The following are the currently intended Exercise deadline dates and corresponding settlement dates (each a “**Settlement Date**”):

Exercise Date deadline	Settlement Date
17 November 2023 (17:40 CET)	21 November 2023 (17:40 CET)
22 November 2023 (17:40 CET)	24 November 2023 (17:40 CET)
29 November 2023 (17:40 CET)	1 December 2023 (17:40 CET)
4 December 2023 (17:40 CET)	6 December 2023 (17:40 CET)
6 December 2023 (17:40 CET)	19 December 2023 (17:40 CET)

GIG will on each Settlement Date make reasonable endeavours to settle the exercise of GIG Public Warrants exercised (prior to the relevant Settlement Date) and remaining unsettled, through the issuance or transfer of GIG Ordinary Shares and procuring the issue of 2056 GreenBonds to those GIG Public Warrant Holders who have duly Exercised their GIG Public Warrants by the corresponding Exercise Date deadline and made the cash payment in respect of such Exercise prior to the relevant Settlement Date.

GIG Public Warrant Holders who have not duly Exercised their GIG Public Warrants by 4 December 2023 at 17:40 CET but Exercise their GIG Public Warrants before 6 December 2023 at 17:40 CET will only receive settlement through the issue or transfer of GIG Ordinary Shares and 2056 GreenBonds on or about 19 December 2023.

GIG shall endeavour to have the GIG Ordinary Shares and the 2056 GreenBonds which were issued on each Settlement Date admitted to Euronext and TISE, respectively, as soon as possible after the Settlement Date in question.

TO EXERCISE OR REDEEM YOUR GIG PUBLIC WARRANTS, YOU WILL NEED TO TAKE ACTION.

Exercise of GIG Public Warrants by 6 December 2023

GIG Public Warrant Holders who have not yet exercised their GIG Public Warrants may exercise their GIG Public Warrants against payment in cash of £7.00 up to and including 6 December 2023 at 17:40 CET, which time will constitute the "Expiration of Public Warrants" within the meaning of the New Warrant T&Cs (together with GIG Public Warrant Holders who have already exercised their GIG Public Warrants, each an "Exercise").

If a GIG Public Warrant Holder validly exercises its GIG Public Warrants in an Exercise, such GIG Public Warrant Holder will receive in exchange for each whole GIG Public Warrant validly exercised, one GIG Ordinary Share, as well as £5.00 worth of 2056 GreenBonds (subject to the multiples of 20 GIG Public Warrants set out below).

As the 2056 GreenBonds have a par value of £100.00, and no fractions of 2056 GreenBonds will be allotted and issued, 2056 GreenBonds will only be allotted and issued in multiples of 20 GIG Public Warrants validly exercised by a GIG Public Warrant Holder (therefore one 2056 GreenBond will be allotted and issued for every 20 GIG Public Warrants validly exercised by a GIG Public Warrant Holder). For any GIG Public Warrant validly exercised by a GIG Public Warrant Holder in excess of a multiple of 20 but not reaching the subsequent multiple of 20, one GIG Ordinary Share will be allotted and issued, but no 2056 GreenBonds will be allotted and issued in respect of any such excess exercised GIG Public Warrants. GIG Public Warrant Holders may sell any such excess GIG Public Warrants or acquire additional GIG Public Warrants on Euronext Amsterdam until close of trading on 6 December 2023 to be able to exercise a multiple of 20 GIG Public Warrants.

For example, if a certain GIG Public Warrant Holder validly exercises a total of 110 GIG Public Warrants, such GIG Public Warrant Holder will receive 110 GIG Ordinary Shares and five 2056 GreenBonds (the number of 2056 GreenBonds based on 110, rounded downwards to the nearest multiple of 20, i.e. 100, and then allotted and issued in a 1:20 ratio).

The final settlement of the Exercise by the issuance of new GIG Ordinary Shares and 2056 GreenBonds is expected to take place on or around 19 December 2023. GIG Public Warrant Holders should note the multiple Settlement Dates set out above and the ability to Exercise GIG Public Warrants prior to that date and the potential for settlement prior to 19 December 2023.

Instructions for Exercise

If you wish to participate in an Exercise, you must make this known to your bank and broker. In order for GIG Public Warrants to be validly exercised, **NO LATER THAN 17:40 CET ON 6 DECEMBER 2023 (noting the ability for Exercise and Settlement to be undertaken earlier):**

- (i) such GIG Public Warrants must be delivered to Van Lanschot Kempen N.V. ("VLK") as agent to the Company for the GIG Public Warrants held through Euroclear Nederland;

- (ii) payment in full must be made to VLK of £7.00 in cash for each GIG Public Warrant exercised, as well as any and all applicable taxes due in connection with the Exercise of those GIG Public Warrants, the exchange of those GIG Public Warrants for the GIG Ordinary Shares and 2056 GreenBonds, and the issuance of such GIG Ordinary Shares and 2056 GreenBonds; and
- (iii) a "Warrant Holder Representation Letter" in the form set forth in Appendix 1 of this press release, duly completed and executed by the relevant GIG Public Warrant Holder, must be delivered to VLK at the following email address: kas@vanlanschotkempen.com.

GIG Public Warrant Holders should be aware that the relevant bank or broker may set an earlier deadline for communication by GIG Public Warrant Holders in order to permit the bank or broker to communicate the exercise of GIG Public Warrants to VLK.

GIG Public Warrant Holders should note that they will not be able to withdraw an Exercise of GIG Public Warrants once made.

Redemption of GIG Public Warrants and publication of Redemption Notice

As mentioned in earlier press releases, GIG will redeem any remaining outstanding GIG Public Warrants, i.e. the GIG Public Warrants that are not exercised for cash under the Exercise in accordance with section 6.1 of the New Warrant T&Cs (the "**Redemption**"). In connection therewith, the press release published by GIG on 11 July 2023 ([ab7cde6e-4b38-44ee-acd3-00fc01795c74 \(globoenewswire.com\)](https://www.globenewswire.com/ab7cde6e-4b38-44ee-acd3-00fc01795c74)) constitutes a **Redemption Notice** within the meaning of section 6.3 of the New Warrant T&Cs.

In the Redemption, each redeemed GIG Public Warrant will be exchanged for 0.261 of an GIG Ordinary Share, with the cumulative number of GIG Ordinary Shares to be received by the GIG Public Warrant Holder to be rounded downwards to the nearest whole number of GIG Ordinary Shares (in accordance with the New Warrant T&Cs).

*For example, if a total of 100 GIG Public Warrants held by a certain GIG Public Warrant Holder are so redeemed, such GIG Public Warrant Holder will receive 26 GIG Ordinary Shares (calculated as: $100 * 0.261$, rounded downwards to the nearest whole number of GIG Ordinary Shares).*

GIG Public Warrant Holders are hereby informed that the **Redemption Date** within the meaning of section 6.3 of the New Warrant T&Cs has been set at 6 December 2023 at 17:40 CET. The record date for the Redemption will be 8 December 2023 17:40 CET. Settlement of the Redemption by issuance of new GIG Ordinary Shares is expected to take place on or around 19 December 2023.

Non-Redemption of GIG Public Warrants

GIG Public Warrant Holders may also elect not to receive their entitlement to 0.261 of a GIG Ordinary Share in connection with the Redemption. In order to effectuate such an election, GIG Public Warrant Holders should make this known to VLK by email to kas@vanlanschotkempen.com by **17:40 CET on 6 December 2023** (a "**Non-Redemption Notice**") and to your bank and broker. If a GIG Public Warrant Holder makes such an election, such GIG Public Warrant Holder shall not be entitled to receive any alternative consideration (in cash or otherwise).

GIG Public Warrant Holders should note that they will not be able to withdraw a Non-Redemption Notice of GIG Public Warrants once made.

GIG PUBLIC WARRANT HOLDERS WHO DO NOT VALIDLY AND TIMELY EXERCISE THEIR GIG PUBLIC WARRANTS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED IN THIS RELEASE MAY FORFEIT SUBSTANTIAL VALUE.

TO EXERCISE YOUR GIG PUBLIC WARRANTS, YOU WILL NEED TO TAKE ACTION.

Delisting of GIG Public Warrants

In connection with the Exercise and the Redemption, all GIG Public Warrants will be delisted from Euronext Amsterdam. The final day on which the GIG Public Warrants will be listed on Euronext Amsterdam will be 6 December 2023.

Admission to Euronext Amsterdam of newly issued GIG Ordinary Shares

The Company will issue new GIG Ordinary Shares in connection with the Exercise and the Redemption. Such GIG Ordinary Shares issued in exchange for GIG Public Warrants will be listed on Euronext Amsterdam. The admission of such GIG Ordinary Shares is expected to take place on or around each Settlement Date, with the last expected Settlement Date being 19 December 2023.

Timetable: please refer to the timetable at the start of this press release.

Admission to TISE of newly issued 2056 Greenbonds

The Company will arrange the issue of new GIG 2056 Greenbonds to GIG Public Holder Warrants in connection with the Exercise. Such GIG 2056 Greenbonds issued in exchange for GIG Public Warrants will be listed on TISE. The admission of such 2056 GreenBonds is expected to take place on or around the dates set out in the Timetable at the start of this press release with the last expected Settlement Date being 19 December 2023.

The dates and times given are based on GIG's current expectations and may be subject to change.

About Global Interconnection Group

Global InterConnection Group Limited is a Euronext-listed company. Our strategic objective, together with our subsidiaries, is to build up a market-leading group in the development, operation, and ownership of interconnectors and other power transmission assets, with three interlocking divisions: (i) the ownership, financing and management of a portfolio of interconnectors, both operating assets and development projects, held within the Global Interconnectors partnership; (ii) securing preferred access to HVDC cable manufacturing to supply grid upgrades and our interconnector projects, and (iii) using our expertise to commission and oversee the design, planning, financing and operational management for grids and interconnectors.

Interconnectors are power cables connecting different countries' electricity grids, as a means of improving energy security by expediting the transmission of energy internationally from where it is generated to where it is needed.

As the world transitions to a NetZero future, and with recent stark reminders of the importance of energy security, interconnectors are recognised as a central component to countries' energy strategies as interconnected grids are more efficient and able to respond to market stress. As the world transitions towards a NetZero future, growing electricity demand and increased dependence on intermittent power sources requires grids that are strong, flexible, and interconnected.

The nucleus of this platform is the Global InterConnection Group board which comprises: Edmund Truell (Executive Chairman) and non-executive directors Jennie Younger, Luke Webster, Richard Pinnock and Roger Le Tissier; subsidiary directors including Michael Ridley, Gérard Lamarche (appointment pending), Richard Johnson, Matthew Truell, Julien Fournier (appointment pending) and Cédriane de Boucaud; and special advisers including Chris Sturgeon and Kari Stadigh. They oversee Global InterConnection Group's Advanced Cables and Global InterConnectors' divisional boards and management, supported by a design, planning and operations division, Global InterConnection Group Services together with expert advisers and partners such as RTE International (the arm of Europe's largest grid operator), Afry, Aecom, and Red Penguin.

Global InterConnectors is buying and building up a portfolio of European interconnectors. Its first such development asset is Atlantic SuperConnection, which is developing a 1,708 km interconnector project, where the technical feasibility work has now been done to build a 1,800 MW two-way interconnector between Iceland and the UK; and where a valuable connection agreement with National Grid has been

secured near Hull, England.

Advanced Cables is developing a 1,600 km/year capacity HVDC cable manufacturing facility in the North-East of England in two phases, with strong support from the UK government. Global InterConnection Group is advancing a joint venture with a world- class existing cable manufacturer, which paves the way for Advanced Cables to address the shortage of HVDC subsea cable, where demand far outstrips supply and order books are full for several years to come. The joint venture partner brings to bear their world- class technology and experience.

Further details are available at www.globalinterconnectiongroup.com.

PRESS AND INVESTOR INFORMATION

For more information, please contact:

Company enquiries to: chrisie.boyle@globalinterconnectiongroup.com or gig@admina.gg

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APPENDIX 1

WARRANT HOLDER REPRESENTATION LETTER

_____, 2023

[•]

Global InterConnection Group Limited (the “Company”)

ASC Energy Limited (the “Issuer”)

Van Lanschot Kempenn N.V. (“Van Lanschot Kempenn” or “VLK”)

Unless otherwise defined in this letter, capitalised terms shall bear the same meanings (if any) ascribed to them in the articles of incorporation of Global InterConnection Group Limited.

In connection with our submitting our Warrants of the Company currently listed on Euronext Amsterdam (the “GIG Public Warrants”) in the exercise thereof (the “Exercise”), I have represented, warranted, undertaken, acknowledged to and agreed with the Company, the Issuer, VLK, Admina Fund Services Limited and the registrar of the Company that:

1. as of the delivery of the GIG Public Warrants, I am either (i) a “qualified institutional buyer” as defined in Rule 144A under the U.S. Securities Act of 1933, as amended (the “Securities Act”) or an Accredited Investor as defined in Regulation D under the Securities Act acquiring the Ordinary Shares in the Company (the “GIG Ordinary Shares”) and the senior unsecured inflation linked green loan notes due 2056 issued by the Issuer (the “2056 GreenBonds”) to be issued or transferred to me upon Exercise of the GIG Public Warrants in a private placement pursuant to an exemption from the registration requirements of the Securities Act or (ii) not resident or located in the United States or a U.S. Person as that term is defined in Regulation S under the Securities Act, and am acquiring the GIG Ordinary Shares and the 2056 GreenBonds to be issued or transferred to me upon exercise of the GIG Public Warrants pursuant to an offshore transaction meeting the requirements of Regulation S under the Securities Act, in each case for my own account, and not with a view to any distribution or resale, directly or indirectly, in the United States or otherwise in violation of U.S. state or federal securities laws;
2. the GIG Ordinary Shares and 2056 GreenBonds to be issued or transferred to me upon Exercise of the GIG Public Warrants (i) have not been and will not be registered under the Securities Act or with any state or other jurisdiction of the United States, and are being offered and sold pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act; (ii) absent registration under the Securities Act, may not be reoffered, resold, pledged or otherwise transferred except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with all applicable securities laws of the states of the United States and any other jurisdiction, and I will comply with the transfer restrictions on the GIG Ordinary Shares and 2056 GreenBonds under all applicable law;
3. I understand that if I am resident or located in the United States, the GIG Ordinary Shares and 2056 GreenBonds to be issued or transferred to me upon Exercise of the GIG Public Warrants will be “restricted securities” (as defined in Rule 144(a)(3) under the Securities Act) and agree that for so long as the GIG Ordinary Shares and 2056 GreenBonds are “restricted securities”, I will not deposit the GIG Ordinary Shares or 2056 GreenBonds in any unrestricted depository receipt programme in the United States or for U.S. investors and will otherwise comply with the transfer restrictions applicable to restricted securities under the Securities Act, and will notify any subsequent purchaser or transferee of any such GIG Ordinary Shares or 2056 GreenBonds of all resale restrictions applicable to such GIG Ordinary Shares and 2056 GreenBonds at the time of such sale. I accept that the GIG Ordinary Shares and 2056 GreenBonds are subject to these restrictions and have not accepted any representation or warranty from the Company, the Issuer or VLK as to the availability of Rule 144, Rule 144A or any other exemption from registration under the Securities Act for the sale, resale or transfer of the GIG Ordinary Shares or 2056 GreenBonds;
4. I am not subscribing for or purchasing the GIG Ordinary Shares or 2056 GreenBonds as a result of any “general solicitation or general advertising” (within the meaning of Rule 502(c) under the Securities Act) or any “directed selling efforts” (as defined in Regulation S under the Securities Act);

5. I am either (i) not resident in the United Kingdom, or (ii) if resident in the United Kingdom, I am either (a) a "qualified investor" (as defined in Article 2 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018), or (b) a person of the kind described in Article 19, 43, 48, 49 or 50A of the Financial Services and Markets Act (Financial Promotion) Order 2005;
6. I am either (i) not resident in the European Economic Area ("**EEA**"), or (ii) a resident in the EEA and a "qualified investor" (as defined in Article 2 of the Prospectus Regulation) and am not a retail investor. For these purposes, (A) a retail investor means a person who is one (or more) of: (I) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (II) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II;
7. I am not acquiring, and will not be holding, the GIG Ordinary Shares or 2056 GreenBonds with a view to the offer, sale or delivery, directly or indirectly, of the GIG Ordinary Shares or 2056 GreenBonds in Canada, Japan, the Republic of South Africa or Australia or any other jurisdiction if to do so would constitute a violation of applicable laws or require registration thereof in such jurisdiction, or for any person whom I have reason to believe is purchasing for the purpose of such offer, sale or delivery. Payments of interest or principal in respect of the 2056 GreenBonds will not be made to addresses in Canada, Japan, Australia and the Republic of South Africa and my registered address is outside of Canada, Japan, Australia and the Republic of South Africa, and documents of title (if any) in respect of the 2056 GreenBonds will not be sent to addresses in Canada, Japan, Australia or the Republic of South Africa;
8. I have not relied on representations, warranties, undertakings or information, if any, supplied to us by the Company, the Issuer, VLK or any of its affiliates. We accept that the Company, the Issuer, VLK and its affiliates expressly disclaim any liability in connection with my Exercise. The Company, the Issuer, VLK and its affiliates bear no responsibility for any losses that we may suffer as a result of: exercise, redemption, or non-redemption of GIG Public Warrants; of any failure to notify VLK of our wishes in a timely manner or at all; or by submitting ineligible, incorrect, invalid or late notices;
9. I understand that these representations are required in connection with the laws of the United States. The Company, the Issuer, and VLK are entitled to rely on these representations and we irrevocably authorise the Company, the Issuer, and VLK to produce these representations or a copy thereof to any interested party in an administrative or legal proceeding or official inquiry with respect to the matters covered thereby;
10. To the extent I, the undersigned, am signing this letter on behalf of a non-natural legal person, I have been duly authorized by such person to provide the representations, warranties, undertakings and acknowledgements set forth in this letter and to execute and deliver this letter to its addressees;
11. I am duly authorised to Exercise the GIG Public Warrants under the Warrant T&Cs, enter into the transactions, make all payments and deliveries contemplated under the Warrant T&Cs and perform my obligations thereunder and I have taken all necessary action to authorise such execution, delivery and performance;
12. I will Exercise the GIG Public Warrants and make all subsequent payments and deliveries set out in the Warrant T&Cs as principal;
13. Any person representing me in all subsequent payments and deliveries set out in the Warrant T&Cs will be, duly authorised to do so on my behalf;
14. I have obtained all authorisations of any governmental or regulatory body (if any) required in connection with the Exercise and all related payments and deliveries set out in Sections 3.4 and 3.5 of the Warrant T&Cs and such authorisations are in full force and effect;
15. The Exercise and all subsequent payments and deliveries set out in the Warrant T&Cs will not violate any law, ordinance, charter, by-law or rule applicable to us or any agreement by which we are bound or by which any of our assets are affected, any international sanctions introduced in the jurisdictions of the EU, Switzerland, the United Kingdom and the United States; and
16. At the time of transfer of the GIG Public Warrants to VLK I will:
 - a. have the full and unqualified right to make such transfer and upon such transfer of GIG Public Warrants the title and the interest of the GIG Public Warrants will be transferred free of any lien (other than a lien granted to the operator of the clearance system through which the GIG Public Warrants are transferred),

- claim, charge or encumbrance;
- b. will not have borrowed or lent the GIG Public Warrants, entered into future contracts, nor entered into derivative contracts or contracts for difference in connection with the GIG Public Warrants; nor the GIG Ordinary Shares nor the 2056 GreenBonds that will result from the Exercise and/or the redemption of Warrants by the Company; and
 - c. not be subject to any insolvency proceedings and the transfer of the GIG Public Warrants may not result in commencement of such proceedings under laws applicable to me.

Very truly yours,

By: _____

(Signature)

(Name)

(Institution)

(Address)

(Country)

(Phone)

(email)