



# TradeWindow Share Purchase Plan (SPP) Offer Booklet

2 February 2026

This is an important document. You should read the whole document before deciding whether to subscribe for shares. If you have any doubts as to what you should do, please consult your broker, financial, investment or other professional adviser.

# KEY INFORMATION

<b>Eligibility</b>	You may participate in this share purchase plan (SPP) if you were a shareholder of Trade Window Holdings Limited (TradeWindow) at 7:00pm New Zealand time / 5:00pm Sydney time on the Record Date of 30 January 2026, with a registered address in New Zealand or Australia. You may not participate if you hold the Shares on behalf of another person who resides outside New Zealand or Australia. In particular, you are not eligible to participate in the SPP if you are in the United States or are acting for the account or benefit of a person in the United States. If you are acting for the account or benefit of a person in the United States, you are not permitted to apply for or acquire Shares for, or for the account or benefit of, that person.
<b>Transferability</b>	The Offer made under this SPP is personal to you. It cannot be transferred to another person.
<b>Equal participation</b>	Each Eligible Shareholder has the right to apply for the same maximum value of Shares applicable in the jurisdiction in which that Eligible Shareholder resides on the same terms and conditions as each other Eligible Shareholder in that jurisdiction (but see below "Scaling" for TradeWindow's right to scale back applications).
<b>Application amount</b>	If you wish to participate in this SPP, you will apply for a dollar amount of Shares, not for a certain number of Shares. Eligible Shareholders can apply for up to a maximum of NZ\$50,000 of Shares (approximately A\$43,000).
<b>Issue Price of Shares</b>	The Shares will be issued at the price paid by investors in TradeWindow's recent Placement, being NZ\$0.25 per Share (representing a discount of 7% discount to the VWAP of TradeWindow Shares during the last 10 trading days prior to 27 January 2026). If you are an Australian Eligible Shareholder and apply for an Australian dollar amount of Shares, TradeWindow will convert the New Zealand dollar issue price to Australian dollars at the NZ\$:A\$ exchange rate published by the Reserve Bank of New Zealand on its website at 7:00pm New Zealand time on the Closing Date.
<b>How to apply</b>	If you wish to apply, please make your application online at <a href="http://www.shareoffer.co.nz/tradewindow">www.shareoffer.co.nz/tradewindow</a> . If you are a Custodian, you also need to complete and return a Custodian Schedule, and the registrar will contact you directly with instructions. You need to return your completed Custodian Schedule together with your completed application and make payment by the application deadline. To determine whether you are a Custodian, refer to clause 4 of the Terms and Conditions. Online applications MUST be received by the Share Registrar by 5:00pm New Zealand time / 3:00pm Sydney time on 13 February 2026 to be accepted.
<b>Receiving your Shares</b>	You will receive your Shares on or about 19 February 2026, unless the Closing Date is extended.
<b>Scaling</b>	TradeWindow may accept applications for up to NZ\$1,000,000 of Shares in aggregate under this SPP, with the ability for TradeWindow to accept oversubscriptions at its absolute discretion to ensure it has sufficient flexibility to cater for demand from its retail shareholder base. If TradeWindow receives applications for Shares in excess of NZ\$1,000,000 (plus the total amount of oversubscriptions accepted by TradeWindow, if any), TradeWindow will scale back the number of Shares to be allotted under this SPP to each Applicant by reference to the shareholders' holding of Shares at 7:00pm New Zealand time / 5:00pm Sydney time on the Record Date of the SPP (see clause 3 of the Terms and Conditions for more information about scaling).

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## KEY DATES\*

DATE	EVENT	SUMMARY
30 January 2026	Record Date	The date on which Eligible Shareholders are determined (at 7:00pm New Zealand time / 5:00pm Sydney time).
2 February 2026	Opening Date	SPP opens.
13 February 2026	Closing Date	The SPP closes at 5:00pm New Zealand time / 3:00pm Sydney time, unless extended.  Online applications must be received by the Share Registrar by this time.
18 February 2026	Announce results of SPP	SPP result announced on the NZX and ASX.
19 February 2026	Settlement Date	Settlement on the NZX and ASX.
19 February 2026	Allotment Date	Shares allotted on the NZX and ASX.
19 February 2026	Commencement of trading on NZX	Trading of Shares allotted under the SPP are expected to commence on the NZX and ASX.
23 February 2026	Despatch Date	Transaction confirmation despatched to participating shareholders.

\*TradeWindow reserves the right to alter any dates for the SPP (subject to the NZX Listing Rules, ASX Listing Rules and applicable laws).

## 01

### IMPORTANT INFORMATION

#### GENERAL INFORMATION

This document has been prepared by TradeWindow in connection with an offer of new ordinary Shares.

In New Zealand, the SPP is made to New Zealand Eligible Shareholders under the exclusion in Clause 19 of Schedule 1 of the Financial Markets Conduct Act 2013 ("FMCA"). In Australia, the SPP is made to Australian Eligible Shareholders in accordance with the relief granted in the ASIC Instrument and ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 as amended by the ASIC Instrument.

This document is not a product disclosure statement or prospectus or other disclosure document for the purposes of the FMCA or any other law, and does not contain all of the information which may be required in order to make an informed investment decision about the Shares, the SPP or TradeWindow.

#### FURTHER IMPORTANT INFORMATION

Details of the SPP, including terms and conditions of the SPP and an explanation of how you can participate, are contained in this document and the Online Application Form. All documents relating to the SPP as well as other important information are available online at [www.shareoffer.co.nz/tradewindow](http://www.shareoffer.co.nz/tradewindow).

#### ADDITIONAL INFORMATION

TradeWindow is subject to continuous disclosure obligations under the NZX Listing Rules. Market releases by TradeWindow are available at [www.nzx.com](http://www.nzx.com) and [www.asx.com.au](http://www.asx.com.au) under ticker code TWL. We encourage you to read these releases before you participate. **You are strongly cautioned not to place undue reliance on any forward looking statements such as indications of, and guidance on, future earnings and financial position and performance in any market releases made by TradeWindow. This is particularly the case given that there is an increased risk of wide fluctuations and**

**volatility in the share prices for many listed companies, as a result of the ongoing impacts of recent world events on the share market.**

TradeWindow may, during the SPP, make additional releases to NZX and ASX. Shareholders should monitor TradeWindow's market announcements during the period of the SPP. To the maximum extent permitted by applicable law, no release by TradeWindow to NZX or ASX will permit an applicant to withdraw any previously submitted application without TradeWindow's consent.

The market price for the Shares may change between the date this SPP opens, the date you apply for Shares under the SPP, and the date on which the Shares are allotted to you. Accordingly:

- the price paid for Shares under the SPP may be higher or lower than the price at which Shares are trading on NZX or ASX at the time shares are issued under the SPP;
- the market price of new Shares following allotment may be higher or lower than the Issue Price; and
- it is possible that up to or after the allotment of the new Shares, you may be able to buy Shares at a lower price than the Issue Price.

#### OFFERING RESTRICTIONS

This document is intended for use only in connection with the SPP to Eligible Shareholders. This document does not constitute an offer or invitation in any place in which, or to any person to whom, it would not be lawful to make such offer or invitation. No action has been taken to permit a public offering of the Shares in any jurisdiction outside New Zealand or Australia. The distribution of this document (including an electronic version) in a jurisdiction outside New Zealand or Australia may be restricted by law and persons who come into possession of it (including nominees, trustees or Custodians) should seek advice on and observe any such restrictions. Any failure to comply with such restrictions may contravene applicable

securities law. TradeWindow disclaims all liability in respect of any such contravention by any other person.

In particular, this document does not constitute an offer to sell, or a solicitation of an offer to buy, any Shares in the United States. The offer and sale of the Shares have not been, and will not be, registered under the U.S. Securities Act of 1933 (“**U.S. Securities Act**”) or the securities laws of any state or other jurisdiction of the United States and accordingly, the Shares may not be offered, sold or otherwise transferred, directly or indirectly, in the United States, or to any person acting for the account or benefit of a person in the United States (to the extent such person is acting for the account or benefit of a person in the United States).

No person may subscribe for, purchase, offer, sell, distribute or deliver the Shares, or be in possession of, or distribute to any other person, any offering material or any documents in connection with the Shares, in any jurisdiction other than in compliance with all applicable laws and regulations. Without limiting the foregoing, this document may not be sent to or distributed in the United States.

TradeWindow may refuse any Online Application Form received from a person TradeWindow does not consider may participate in the SPP.

### CHANGES TO THE OFFER

Subject to the NZX Listing Rules and applicable laws, TradeWindow reserves the right to alter the dates set out in this document. TradeWindow reserves the right to withdraw the SPP and the issue of new Shares at any time before the Allotment Date at its absolute discretion.

### NO GUARANTEE

No person named in this document (nor any other person) guarantees the Shares to be issued pursuant to the SPP or warrants the future performance of TradeWindow or any return on any investment made pursuant to this document.

### DECISION TO PARTICIPATE IN THE OFFER

The information in this document does not constitute a recommendation to acquire Shares or financial product advice to you or any other person. This document has been prepared without taking into account the investment objectives, financial, or taxation situation or particular

needs of any Applicant or investor.

Before deciding whether to invest in Shares, you must make your own assessment of the risks associated with an investment in TradeWindow (including the inherent uncertainties as to the impact of recent world events, and consider whether such an investment is suitable for you having regard to publicly available information, your personal circumstances and following consultation with a financial or other professional adviser. Please read this document carefully and in full before making that decision.

### ELIGIBILITY

Determination of eligibility of investors for the purposes of the SPP is determined by reference to a number of matters, including legal and regulatory requirements, logistical and registry constraints and the discretion of TradeWindow. TradeWindow and its related bodies corporate and affiliates, and each of their respective directors, officers, partners, employees, representatives and agents, disclaim any duty or liability in respect of that determination and the exercise or otherwise of that discretion, to the maximum extent permitted by law..

### PRIVACY

Any personal information you provide online will be held by TradeWindow and/or the Share Registrar at the address set out in the Directory. This information will be used for the purposes of administering your investment in TradeWindow. This information will only be disclosed to third parties with your consent or if otherwise required by law. Under the Privacy Act 2020 (NZ) or the Privacy Act 1988 (Aus) (as applicable), you have the right to access and correct any personal information held about you.

### ENQUIRIES

Enquiries about the SPP can be directed to an NZX Primary Market Participant or ASX Trading Participant, or your solicitor, accountant or other professional adviser. If you have any questions about how to apply online, please contact TradeWindow’s Share Registrar (refer to page 22 for contact details).

### DEFINED TERMS

Capitalised terms used in this document have the specific meaning given to them in the Glossary at the back of this document.

## 02

# CHAIR’S LETTER

Dear TradeWindow Shareholder

### TRADE WINDOW HOLDINGS LIMITED – SHARE PURCHASE PLAN

On behalf of the board of directors of TradeWindow, I am pleased to provide Eligible Shareholders the opportunity to subscribe for new ordinary shares (“**Shares**”) in TradeWindow through this SPP. Eligible Shareholders are all persons who were recorded in TradeWindow’s share register at 7:00pm New Zealand time / 5:00pm Sydney time on 30 January 2026 as being a holder of TradeWindow Shares and having an address in New Zealand or Australia.

The SPP is part of TradeWindow’s equity raising initiative announced on 21 November 2025, whereby TradeWindow undertook a private placement of Shares to institutional and other select investors at the price of NZ\$0.25 per Share, and for which it received NZ\$5.7 million of irrevocable subscriptions (the “**Placement**”). Settlement of the Placement occurred on 15 December 2025 and shares were allotted on 19 December 2025. TradeWindow is seeking to raise up to NZ\$1,000,000 under the SPP, however, TradeWindow can elect to accept oversubscriptions at its absolute discretion to ensure that it has sufficient flexibility to cater for demand from its retail shareholder base.

The proceeds from the equity raise will be used as follows: Accelerating development of Freight AI, TradeWindow’s next-generation freight forwarding operating system. Strengthening the Company’s balance sheet including repayment of debt.

Supporting growth in Australia, New Zealand and other markets.

Facilitating TradeWindow’s Foreign Exempt Listing on the ASX.



The board considers that it is important to offer a SPP to all eligible New Zealand and Australian shareholders of TradeWindow to enable them to participate in the capital raising and acquire new TradeWindow Shares at the same price as the Placement. Each Eligible Shareholder may elect to subscribe for up to NZ\$50,000 of TradeWindow Shares, subject to scaling. The price per Share under the SPP will be NZ\$0.25, being the price paid by investors in TradeWindow’s recent Placement. This price represents a 7% discount to the VWAP of TradeWindow Shares during the last 10 trading days prior to 27 January 2026. Furthermore, the SPP provides Eligible Shareholders the opportunity to purchase additional Shares in TradeWindow without incurring brokerage or other transaction costs.

Each Eligible Shareholder can apply for new TradeWindow Shares up to a maximum value of NZ\$50,000, subject to scaling. TradeWindow has obtained specific ASIC relief to allow Australian Eligible Shareholders to participate.

Details of the SPP, including terms and conditions of the SPP and an explanation of how you can participate, are contained in this document and the Online Application Form. All documents relating to the SPP as well as other important information are available online at [www.shareoffer.co.nz/tradewindow](http://www.shareoffer.co.nz/tradewindow). We encourage you to read these documents carefully before you decide whether to participate. Please note that if TradeWindow receives applications in excess of NZ\$1,000,000 (plus the total amount of over subscriptions accepted by TradeWindow, if any), applications will be scaled back on a proportionate basis in accordance with the number of TradeWindow Shares held by the Applicant on the Record Date (being 7:00pm New Zealand time / 5:00pm Sydney time on 30 January 2026).

We also suggest that you seek financial, investment or other professional advice before making an investment decision.

If you wish to participate in the SPP, you must ensure that you submit an online application and make payment so that it is received no later than 5:00pm New Zealand time / 3:00pm Sydney time on 13 February 2026. Shares under the SPP are expected to be allotted on or around 19 February 2026, unless the Closing Date is extended. If you are a Custodian, you need to complete and return your Custodian Schedule and make payment no later than 5:00pm New Zealand time / 3:00pm Sydney time on 13 February 2026.

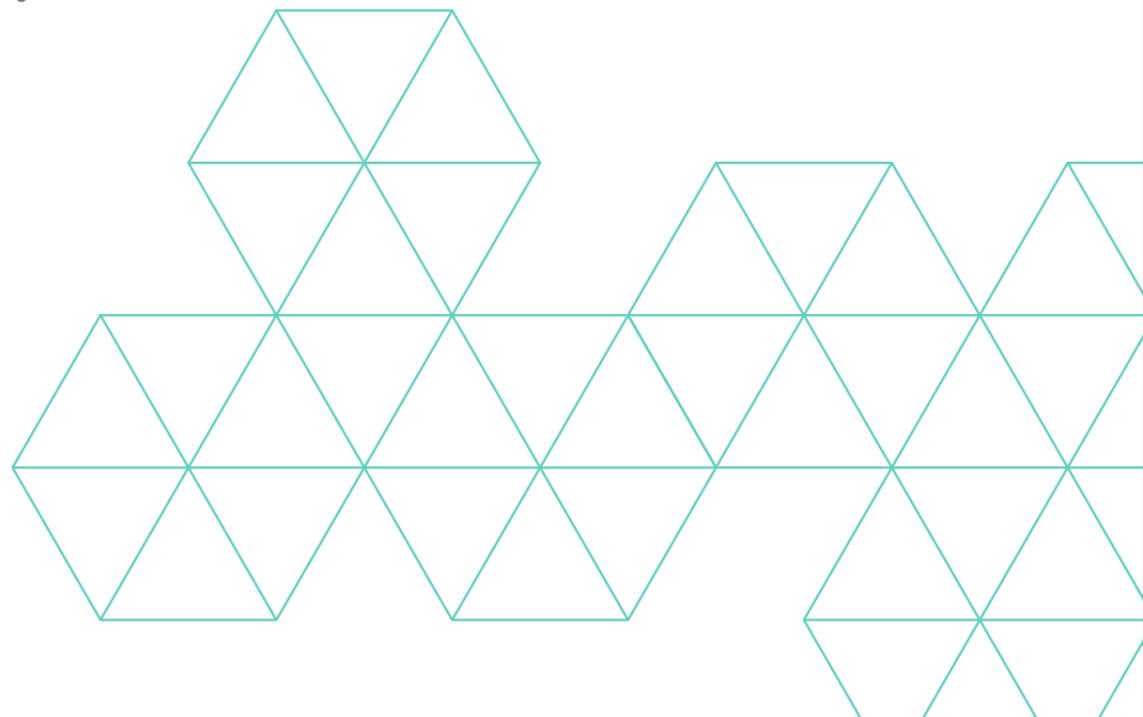
On behalf of the board, please consider this opportunity. We thank you for your ongoing support of TradeWindow.

Yours sincerely



**Alasdair MacLeod**  
Chair

Trade Window Holdings Limited



## 03

# QUESTIONS AND ANSWERS

**DEFINED WORDS AND EXPRESSIONS USED IN THIS SPP ARE CAPITALISED - SEE THE GLOSSARY FOR THEIR DEFINITION. THESE QUESTIONS AND ANSWERS ARE A SUMMARY ONLY AND YOU SHOULD REFER TO THE TERMS AND CONDITIONS FOR FURTHER INFORMATION.**

### 1. WHAT IS THE SHARE PURCHASE PLAN?

The SPP allows Eligible Shareholders to purchase Shares in TradeWindow without incurring brokerage or other transaction costs. You are eligible to participate in the SPP if you are a shareholder of TradeWindow and:

- a) you were registered as a holder of fully paid Shares at 7:00pm New Zealand time / 5:00pm Sydney time on the Record Date, which is 30 January 2026;
- b) your registered address is in New Zealand or Australia;
- c) you are not in the United States and you are not acting for the account or benefit of a person in the United States (or in the event that you are acting for the account or benefit of a person in the United States, you are not applying for, or acquiring, any Shares for the account or benefit of that person); and
- d) you do not hold the Shares on behalf of another person who resides outside of New Zealand or Australia.

### 2. WHAT IS THE PRICE OF THE SHARES AND HOW MANY CAN I PURCHASE?

The Issue Price will be NZ\$0.25, being the price paid by investors in TradeWindow's recent Placement (representing an approximately 7% discount to the VWAP of TradeWindow Shares trading on the NZX during the 10 trading days prior to 27 January 2026).

The Issue Price determined above is a New Zealand dollar amount. If you are an Australian Eligible Shareholder and apply for an Australian dollar amount of Shares, TradeWindow will convert the New Zealand dollar Issue

Price to Australian dollars at the NZ\$:A\$ exchange rate published by the Reserve Bank of New Zealand on its website at 7:00pm New Zealand time on the Closing Date. The market price of the Shares may change between the Opening Date, the date you apply for Shares under the SPP, and the Allotment Date. The risks associated with this potential market fluctuation are described in question 6 below.

Eligible Shareholders may elect to apply for a dollar amount of Shares of up to a maximum amount of NZ\$50,000, subject to scaling.

If you wish to participate in the SPP, you should complete an Online Application Form in accordance with the instructions set out in question 7 below and make payment for the value of the amount applied for on the Online Application Form. If you are a Custodian, you will also need to complete and provide a Custodian Schedule. To determine whether you are a Custodian, and how to obtain a Custodian Schedule, refer to clause 4 of the Terms and Conditions.

TradeWindow is inviting applications for up to NZ\$1,000,000 in aggregate under the SPP.

TradeWindow reserves the right to, at its absolute discretion, scale back any application for Shares under the SPP. If TradeWindow receives applications in excess of NZ\$1,000,000 (plus the total amount of oversubscriptions accepted by TradeWindow, if any), TradeWindow will scale back all applications on a proportionate basis in accordance with the number of TradeWindow Shares held by the Applicant (or, in the case of an application made by a Custodian, the relevant beneficial owner(s) named in the Custodian Schedule submitted) on the Record Date.

If your application is scaled back by TradeWindow, your application monies will be greater than the value of the new Shares you will be allotted at the Issue Price and a refund will be issued in accordance with clause 6 of the Terms and Conditions. The board of TradeWindow believes this is the most equitable manner in which to deal with applications in excess of the funds required under the SPP.

Any fractional Shares allocated under the SPP will be rounded down to the nearest whole Share and TradeWindow will retain any difference due to rounding.

### 3. WHAT RIGHTS WILL THE SHARES HAVE?

All Shares issued under the SPP will be ordinary Shares of TradeWindow, ranking equally with existing Shares quoted on the NZX and ASX with the same voting rights and other entitlements. Specifically, Eligible Shareholders who subscribe under the SPP will be eligible to participate in any future dividends to be declared by TradeWindow.

### 4. WHAT IF I OWN SHARES THROUGH A TRUSTEE OR CUSTODIAN OR OWN SHARES IN MORE THAN ONE CAPACITY?

If you own Shares through a trustee or Custodian, then subject to certain certification requirements and other conditions, you may instruct the trustee or Custodian to purchase Shares on your behalf, up to the NZ\$50,000 limit. If you own Shares through a trustee or Custodian and also own Shares in your own name, then you may either purchase Shares yourself or instruct your trustee or Custodian to purchase Shares on your behalf. You may not do both.

If you receive more than one copy of this document, or if you hold Shares in more than one capacity (e.g. because you are both a sole and joint holder of Shares), the maximum amount you may apply to invest under the SPP in all capacities, and in aggregate, is NZ\$50,000 per each Eligible Shareholder. You may not purchase some Shares on your own behalf and some Shares as a joint holder. By applying to purchase Shares under the SPP, you represent that you have not exceeded this NZ\$50,000 limit per each Eligible Shareholder.

If you are an Eligible Shareholder and hold Shares as Custodian, you may apply for up to the maximum value of new Shares (being NZ\$50,000 per each Eligible Shareholder for each beneficiary for whom you, directly or indirectly, act as Custodian provided that you complete, and submit a Schedule (Custodian Schedule) certifying

each of the matters set out in clause 4.4 of the Terms and Conditions of this SPP.

### 5. IS THIS OFFER TRANSFERABLE TO ANOTHER PERSON?

No. This Offer is personal to you and non-renounceable, so if you elect not to purchase any Shares under the SPP you may not transfer your right to purchase Shares under the SPP to anyone else.

### 6. WHAT ARE THE RISKS OF INVESTING IN THE SPP AND WHAT IF I CHOOSE NOT TO PARTICIPATE IN THE SPP?

The market price for the Shares may change between the date this Offer opens, the date you apply for Shares under the SPP, and the date on which the Shares are allotted to you. This is particularly the case given that there is an increased risk of the wide fluctuations and volatility in the share prices for many listed companies as a result of the ongoing impacts of recent world events on the share market. Accordingly:

- the price paid for Shares under the SPP may be higher or lower than the price at which Shares are trading on the NZX at the time shares are issued under the SPP;
- the market price of new Shares following allotment may be higher or lower than the Issue Price; and
- it is possible that up to or after the allotment of the new Shares, you may be able to buy Shares at a lower price than the Issue Price.

The Share price is quoted on the NZX website: [www.nzx.com](http://www.nzx.com) and the ASX website: [asx.com.au](http://asx.com.au) under the ticker code 'TWL'.

Each Eligible Shareholder may choose to subscribe for up to NZ\$50,000 of Shares, subject to any scaling. While TradeWindow has attempted to make the SPP as fair as possible for Eligible Shareholders, including by providing for the individual application cap to be NZ\$50,000 of Shares, increasing the individual application cap for Australian Eligible Shareholders from the typical A\$30,000

to NZ\$50,000 (in accordance with the ASIC Instrument), and by providing that any scaling will be in reference to individual shareholdings at 7:00pm New Zealand time / 5:00pm Sydney time on the Record Date, the SPP is not in accordance with your proportionate shareholding. Even if you participate in the SPP, your shareholding in TradeWindow may change. Large shareholders may not be able to obtain sufficient Shares to maintain their percentage shareholding, while smaller shareholders may be able to increase their percentage shareholding. If you do not subscribe for any Shares under the SPP, and other shareholders do subscribe for Shares, then your percentage shareholding in TradeWindow will be reduced.

You should seek your own financial advice in relation to this Offer and your participation under the SPP.

### 7. HOW DO I APPLY FOR SHARES UNDER THE SPP?

If you wish to participate in the SPP, you can do so online at [www.shareoffer.co.nz/tradwindow](http://www.shareoffer.co.nz/tradwindow).

By applying to purchase Shares under the SPP, you represent that you have not exceeded the applicable maximum value (being NZ\$50,000 per Eligible Shareholder).

If an Online Application Form is rejected, all of the amounts paid will be refunded to the relevant Applicant. If applications are scaled back, the Applicant will receive the number of Shares at the Issue Price accepted by TradeWindow following scaling and a refund of the balance of the relevant payment amount. All refunds will be made without interest. Any amount less than NZ\$5 due to scaling or rounding will be retained by TradeWindow. Refunds will be issued within five business days following the Allotment Date (see clause 6 of the Terms and Conditions for more information).

You will not be able to withdraw or revoke your Online Application Form once you have submitted it.

### 8. HOW LONG IS THE SPP OPEN AND WHEN WILL I RECEIVE MY SHARES?

The SPP opens on 2 February 2026 and is expected to close at 5:00pm New Zealand time / 3:00pm Sydney time on 13 February 2026, unless extended. If you want to participate you should ensure your application and payment is received by 5:00pm New Zealand time / 3:00pm Sydney time on the Closing Date (13 February 2026).

You will receive Shares issued to you under the SPP on the Allotment Date, which is currently expected to be on or around 19 February 2026. Confirmation of the number of Shares issued to you under the SPP will be sent on the Despatch Date, currently expected to be on or around 23 February 2026.

# 04

## TERMS AND CONDITIONS

IF YOU APPLY TO PARTICIPATE IN THE SPP BY COMPLETING THE ONLINE APPLICATION FORM (OR, IF APPLICABLE, APPLY AS A CUSTODIAN), YOU ARE ACCEPTING THE RISK THAT THE MARKET PRICE OF SHARES MAY CHANGE BETWEEN THE OPENING DATE, THE DATE YOU APPLY FOR SHARES UNDER THE SPP, AND THE ALLOTMENT DATE. THIS MEANS THAT IT IS POSSIBLE THAT UP TO OR AFTER THE ALLOTMENT DATE, YOU MAY BE ABLE TO BUY SHARES ON THE NZX AT A LOWER PRICE THAN THE ISSUE PRICE.

WE ENCOURAGE YOU TO SEEK YOUR OWN FINANCIAL OR INVESTMENT ADVICE REGARDING YOUR PARTICIPATION IN THE SPP.

### TERMS AND CONDITIONS

#### 1. OFFER TIMETABLE

<b>Record Date:</b>	Eligible Shareholders registered at 7:00pm New Zealand time / 5:00pm Sydney time on 30 January 2026 may participate in the SPP.
<b>Opening Date:</b>	The Offer opens on 2 February 2026. This document will be available to view on the NZX and Offer Website on 2 February 2026.
<b>Closing Date:</b>	The Offer closes at 5:00pm New Zealand time / 3:00pm Sydney time on 13 February 2026, unless extended. Online applications and payment in accordance with the instructions provided must be received by the Share Registrar by this time.
<b>Announcement of SPP Results Date:</b>	The completion, and results of the SPP will be announced on the NZX and ASX on 18 February 2026.
<b>Settlement Date:</b>	19 February 2026
<b>Allotment Date:</b>	The Shares are proposed to be allotted on or around 19 February 2026, unless the Closing Date is extended.
<b>Commencement of trading:</b>	TradeWindow expects the Shares allotted under the SPP will commence trading on the NZX and ASX on the Allotment Date.
<b>Despatch Date:</b>	TradeWindow expects that a transaction confirmation will be despatched to you on or around 23 February 2026.

## 2. ELIGIBLE SHAREHOLDERS

- 2.1** You may participate in the SPP if you are an Eligible Shareholder. You are not eligible to participate in the SPP if you are in the United States or are acting for the account or benefit of a person in the United States. If you are acting for the account or benefit of a person in the United States, you are not permitted to apply for or acquire Shares for, or for the account or benefit of, that person. Joint holders of Shares are taken to be a single registered holder of Shares for the purposes of determining whether they are an Eligible Shareholder and the certification on the Online Application Form is taken to have been given by all of them.
- 2.2** If you are an Eligible Shareholder, your rights under this Offer are personal to you and non-renounceable, so you may not transfer them.
- 2.3** TradeWindow accepts no liability where an Eligible Shareholder does not receive any document relating to the SPP in time.

## 3. ISSUE PRICE AND NUMBER OF SHARES

- 3.1** The Issue Price for Shares under the SPP is NZ\$0.25, being the price payable by investors in TradeWindow's recent Placement (representing an approximate 7% discount to the VWAP of TradeWindow Shares trading on the NZX during the 10 trading days prior to 27 January 2026)
- 3.2** Eligible Shareholders may elect to purchase Shares up to a maximum amount of NZ\$50,000, subject to scaling, on the Online Application Form. Any fractional Shares allocated under the SPP will be rounded down to the nearest whole number of Shares.
- 3.3** The Issue Price is a New Zealand dollar amount. If you are an Australian Eligible Shareholder and apply for an Australian dollar amount of Shares, TradeWindow will convert the New Zealand dollar Issue Price to Australian dollars at the NZ\$:A\$ exchange rate published by the Reserve Bank of New Zealand on its website at 7:00pm New Zealand time on the Closing Date. The market price of the Shares may change between the Opening Date, the date you apply for Shares under the SPP, and the Allotment Date meaning that the Issue Price paid for the shares may be below or above the market price when the Shares are issued, allotted or when they commence trading.
- 3.4** Eligible Shareholders may only make a single

application for Shares under the SPP. This applies to all Eligible Shareholders, including those who receive more than one offer under the SPP (for example, because they hold Shares in more than one capacity) and including whether the Eligible Shareholder is applying through a Custodian or on his or her own behalf. Accordingly, if you own Shares through a trustee or Custodian and also own Shares in your own name, then you may either purchase Shares yourself or instruct your trustee or Custodian to purchase Shares on your behalf. You may not do both.

- 3.5** Eligible Shareholder's aggregate application value across all applications must not exceed NZ\$50,000.
- 3.6** If you are an Australian Eligible Shareholder and apply for an Australian dollar amount of Shares and the exchange rate set by reference to the NZ\$:A\$ exchange rate published by the New Zealand Reserve Bank on its website at 7:00pm New Zealand time on the Closing Date varies such that the dollar amount you applied for exceeds the NZ\$50,000 regulatory limit permitted under the ASIC Instrument, Shares having a total issue price equal to NZ\$50,000 (rounded down to the nearest whole share) will be issued to you and you will be refunded the excess cash amount (unless that excess cash amount is less than NZ\$5, in which case it will be retained by TradeWindow and not refunded).
- 3.7** TradeWindow is inviting applications for up to NZ\$1,000,000 in aggregate under the SPP, with discretion for TradeWindow to accept oversubscriptions at its absolute discretion to ensure that it has sufficient flexibility to cater for demand from its retail shareholder base. If TradeWindow receives applications in excess of NZ\$1,000,000 (plus the total amount of oversubscriptions accepted by TradeWindow, if any) in aggregate, TradeWindow will scale back all applications on a proportionate basis in accordance with the number of TradeWindow Shares held by the Applicant (or, in the case of an application made by a Custodian, the relevant beneficial owner(s) named in the Custodian Schedule submitted with the application ) on the Record Date. The board of TradeWindow believes this is the most equitable manner in which to deal with applications in excess of the funds required under the SPP.
- 3.8** To the maximum extent permitted by law, TradeWindow and each of their respective related bodies corporate and affiliates, and each of their respective directors, officers, partners, employees, representatives and agents, disclaim all liability

including for negligence, for any failure to obtain any particular exchange rate, or any movements in exchange rates, if exchanging the New Zealand Issue Price of Shares into Australian dollars or if exchanging the amount paid by Australian Eligible Shareholders into New Zealand dollars. TradeWindow reserves the right to allocate entitlements to Shares under the SPP at their discretion.

## 4. CUSTODIANS

- 4.1** Under the SPP, a Custodian is any Eligible Shareholder:
- (a)** in the case of a New Zealand Eligible Shareholder, who:
- (i) has a registered address in New Zealand;
- (ii) is a trustee corporation or a nominee company and holds Shares in TradeWindow by reason only of acting for another person in the ordinary course of business of that trustee corporation or nominee company; or
- (iii) holds Shares in TradeWindow by reason only of being a bare trustee of a trust to which the Shares are subject; and
- (b)** in the case of an Australian Eligible Shareholder, provides a custodial or depository service in relation to shares of TradeWindow and who:
- (i) holds an Australian financial services licence covering the provision of a custodial or depository service;
- (ii) is exempt from the requirement to hold an Australian financial services licence covering the provision of a custodial or depository service;
- (iii) holds an Australian financial services licence covering the operation of an IDPS (as defined in ASIC Corporations (Investor Directed Portfolio Services) Instrument 2023/669) or is a responsible entity of an IDPS-like scheme (as defined in ASIC Corporations (Investor Directed Portfolio Services Provided Through a Registered Managed Investment Scheme) Instrument 2023/668));
- (iv) is a trustee of a self-managed superannuation fund or a superannuation master trust; or
- (v) is a registered holder of Shares and is noted on the register of members of TradeWindow as holding the Shares on account of another person.

- 4.2** Custodians may apply to purchase Shares for an amount greater than NZ\$50,000, provided that the Custodian only applies for no more Shares than collectively have an aggregate application price of NZ\$50,000 for each beneficial owner for whom the Custodian acts as a Custodian. Each beneficial owner may only direct the Custodian to apply on behalf of that beneficial owner for a single share parcel.
- 4.3** Custodians must confirm to TradeWindow that they are holding Shares as a Custodian for one or more beneficial owners and certify the matters described in clause 4.4 below by providing a Custodian Schedule together with the Custodian's application. To request a Custodian Schedule, or if you would like further information on how to apply for Shares as a Custodian, you should contact TradeWindow's Share Registrar, Computershare Limited, at any time from 8:30am to 5:00pm New Zealand time (Monday to Friday) prior to the Closing Date on 13 February 2026.
- 4.4** If a Custodian applies to purchase Shares on behalf of one or more beneficial owners, the Custodian must certify to TradeWindow in writing the following matters in the form and manner set out in the Custodian Schedule (available on request from the Share Registrar):
- (a)** either or both of the following apply:
- (i) that a Custodian holds Shares on behalf of one or more other persons that are not Custodians (each a Participating Beneficiary); and /or
- (ii) that another Custodian (Downstream Custodian) holds beneficial interests in Shares on behalf of one or more other persons (each a Participating Beneficiary), and the Custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another custodian, in each case on 13 February 2026 at 5:00pm New Zealand time / 3:00pm Sydney time and that each Participating Beneficiary has subsequently instructed the Custodian, and/or the Downstream Custodian, to apply for Shares under the SPP on their behalf;
- (b)** the number of Participating Beneficiaries and their names and addresses;
- (c)** the number of Shares that the Custodian holds on behalf of each Participating Beneficiary and the number of Shares to which beneficial interests relate for each Participating Beneficiary;

- (d) the dollar amount of Shares that each Participating Beneficiary has instructed the Custodian, either directly or indirectly through a Downstream Custodian, to apply for on their behalf;
- (e) that there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds NZ\$50,000:
  - (i) the Shares applied for by the Custodian on their behalf under the SPP; and
  - (ii) any other Shares issued to the Custodian (as a result of an instruction given to the Custodian or a Downstream Custodian) for that Participating Beneficiary under any arrangement similar to the SPP in the 12 months prior to the application for new Shares under the SPP;
- (f) that a copy of this document was given to each Participating Beneficiary;
- (g) where the Custodian holds Shares on behalf of a Participating Beneficiary indirectly, through one or more Downstream Custodians, the name and address of each Downstream Custodian; and
- (h) that the beneficial owner on whose behalf the Custodian is submitting an application is not making an application as an Eligible Shareholder for Shares under the SPP, and no other Custodian is submitting an application under the SPP for that beneficial owner.

**4.5** Custodians are not permitted to participate in the SPP on behalf of, and must not distribute this document or any documents (including the Online Application Form) relating to this SPP to, any person in the United States. In the event that a Custodian is acting for the account or benefit of a person in the United States, it is not permitted to participate in respect of that person.

## **5. COMPLETING AN ONLINE APPLICATION FORM AND PAYING FOR SHARES**

**5.1** If you wish to participate in the SPP, you must complete the Online Application Form at [www.shareoffer.co.nz/tradewindow](http://www.shareoffer.co.nz/tradewindow) and make payment in accordance with the instructions provided. If you are a Custodian, you must also complete a Custodian Schedule which may be obtained from TradeWindow's Share Registrar, Computershare Limited, as noted in clause 4.4 above.

**5.2** Eligible Shareholders should make payment for the exact value of the amount applied for on the Online Application Form. To be valid, your application and payment must be received by Computershare Limited by 5:00pm New Zealand time / 3:00pm Sydney time on 13 February 2026. Online Application Forms) or payment received after that date will only be accepted at TradeWindow's discretion.

**5.3** Custodians should make payment for the exact value of the amount applied for on the Custodian Schedule. To be valid, the application and payment must be received by Computershare Limited by 5:00pm New Zealand time / 3:00pm Sydney time on 13 February 2026. Custodian Schedules or payment received after that date will only be accepted at TradeWindow's discretion.

## **6. TRADEWINDOW'S DISCRETION TO ACCEPT, REJECT OR SCALE BACK APPLICATIONS**

**6.1** TradeWindow has discretion to accept or reject your Online Application Form to purchase Shares under the SPP, including (without limitation):

- (a) your Online Application Form or Custodian Schedule (if applicable) is incorrectly completed or incomplete or otherwise determined by TradeWindow to be invalid;
- (b) your payment is dishonoured or has not been completed correctly;
- (c) it appears that you are applying to buy more than NZ\$50,000 (in aggregate) of Shares (except if you are a Custodian applying on behalf of more than one beneficial owners in accordance with clause 4.2);
- (d) it appears you are not an Australian Eligible Shareholder but you apply for Shares under the SPP in Australian dollars;

(e) your Online Application Form, Custodian Schedule (if applicable) or payment is received after the Closing Date. While TradeWindow has discretion to accept late Online Application Forms, Custodian Schedules (if applicable) and payments, there is no assurance that it will do so. Late Online Application Forms, Custodian Schedules (if applicable) and payments, if not processed, will be returned to you at your registered address. No interest will be paid on any application money returned to you;

- (f) TradeWindow believes that you are not an Eligible Shareholder or Custodian; or
- (g) TradeWindow considers that your application does not comply with these Terms and Conditions.

**6.2** TradeWindow reserves the right to scale back at its absolute discretion any application for Shares under the SPP. If TradeWindow receives applications in excess of the total amount of the SPP (plus the total amount of oversubscriptions accepted by TradeWindow, if any), TradeWindow will scale back all applications on a proportionate basis in accordance with the number of TradeWindow Shares held by the Applicant (or, in the case of an application made by a Custodian, the relevant beneficial owner(s) named in the Custodian Schedule submitted with the application on the Record Date). The board of TradeWindow believes this is the most equitable manner in which to deal with applications in excess of the funds required under the SPP.

**6.3** If an application is rejected, all of the relevant amounts will be refunded to the Applicant. If applications are scaled back, the Applicant will receive the number of Shares at the Issue Price in respect of which the application is accepted and a refund of the balance of the relevant application payment, being the difference between what was paid on application and the value of the new Shares to be allotted at the Issue Price. All refunds will be made without interest.

**6.4** Any difference less than NZ\$5 due to scaling or rounding will be retained by TradeWindow and not refunded.

**6.5** Refunds will be made by direct credit to the bank account held by TradeWindow's Share Registrar, Computershare Limited. Refunds will be issued within five business days following the Allotment Date.

## **7. SIGNIFICANCE OF SENDING IN AN APPLICATION / REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

**7.1** If you apply to participate in the SPP by completing and returning an Online Application Form (and, if applicable a Custodian Schedule), you will be deemed to make the following representations, warranties and agreements:

- (a) you have received, read and understood this document (including the "Important Information" section) in its entirety;

(b) your application, on these Terms and Conditions, will be irrevocable and unconditional (i.e. it cannot be withdrawn);

(c) you certify to TradeWindow that you are an Eligible Shareholder entitled to apply for Shares under these Terms and Conditions;

(d) you agree to be bound by the Constitution of TradeWindow;

(e) you certify that your acceptance of the SPP will not be, or cause, a breach of any law in any jurisdiction;

(f) you certify to TradeWindow that you are not applying for Shares under the SPP with an application price in excess of NZ\$50,000 (in aggregate), even though you may have received more than one offer under the SPP or received offers in more than one capacity under the SPP;

(g) if you are an Australian Eligible Shareholder, the SPP is being made to you pursuant to ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 as amended by the ASIC Instrument, which limits the amount of Shares that may be issued to you under that instrument in any consecutive 12 month period to no more than NZ\$50,000;

(h) without limiting TradeWindow's discretion to accept or reject applications in clause 6 above, you authorise TradeWindow (and its officers or agents) to correct any error in, or omission from, your Online Application Form (and, if applicable, your Custodian Schedule) and to complete the Online Application Form (and, if applicable, the Custodian Schedule) by the insertion of any missing details;

(i) you acknowledge that TradeWindow may at any time irrevocably determine that your Online Application Form (and, if applicable, your Custodian Schedule) is valid, in accordance with these Terms and Conditions, even if the Online Application Form (or, as applicable, your Custodian Schedule) is incomplete, contains errors or is otherwise defective;

(j) you agree to indemnify TradeWindow for, and to pay to TradeWindow within five business days of demand, any dishonour fees or other costs TradeWindow may incur;

- (k) you acknowledge that none of TradeWindow, its advisers or agents has provided you with investment advice or financial product advice, and that none of them has an obligation to provide advice concerning your decision to apply for and purchase Shares under the SPP;
  - (l) you acknowledge the risk that the market price for the Shares may change between the Opening Date, the date you apply for Shares under the SPP, and the Allotment Date. This is particularly the case given that there is increased risk of wide fluctuations and volatility in the share prices for listed companies as a result of recent world events on the share market. Accordingly, you acknowledge that:
    - (i) the price paid for Shares may be higher or lower than the price at which Shares are trading on the NZX at the time Shares are issued under the SPP;
    - (ii) the market price of Shares following allotment may be higher or lower than the Issue Price;
    - (iii) it is possible that up to or after the Allotment Date, you may be able to buy Shares at a lower price than the Issue Price; and
    - (iv) a change in the market price of Shares prior to the Issue Price being determined may affect the Issue Price;
  - (m) you acknowledge that TradeWindow is not liable for any exercise of its discretions referred to in these Terms and Conditions to the maximum extent permitted by law;
  - (n) you are not in the United States and are not acting for the account or benefit of a person in the United States (or in the event that you are acting for the account or benefit of a person in the United States, you are not applying for, or acquiring, any Shares for the account or benefit of that person);
  - (o) you understand and acknowledge that the Shares have not been, and will not be, registered under the U.S. Securities Act or the securities laws of any state or other jurisdiction of the United States, and accordingly, the Shares may not be offered, sold or otherwise transferred, directly or indirectly, in the United States, or to any person acting for the account or benefit of a person in the United States (to the extent such person is acting for the account or benefit of a person in the United States);
  - (p) you have not, and will not, send this document or any materials relating to the SPP to any person in the United States;
  - (q) you acknowledge and agree that the determination of eligibility of investors for the purposes of the SPP is determined by reference to a number of matters, including legal and regulatory requirements, logistical and registry constraints and the discretion of the TradeWindow. TradeWindow and its respective related bodies corporate and affiliates, and each of their respective directors, officers, partners, employees, representatives and agents, disclaim any duty or liability in respect of that determination and the exercise or otherwise of that discretion, to the maximum extent permitted by law;
  - (r) if in the future you decide to sell or otherwise transfer the Shares, you will only do so in the regular way for transactions on the NZX or the ASX where neither you nor any person acting on your behalf know, or have reason to know, that the sale has been pre-arranged with, or that the purchaser is, a person in the United States;
  - (s) if you are acting as a trustee, nominee or Custodian, each beneficial holder on whose behalf you are applying for and acquiring Shares is either a New Zealand Eligible Shareholder or an Australian Eligible Shareholder and is not in the United States; and
  - (t) you irrevocably and unconditionally agree to these Terms and Conditions and agree not to do any act or thing which would be contrary to the spirit, intention or purpose of the SPP.
- 7.2** If a Custodian applies to purchase Shares under the SPP for a beneficial owner pursuant to clause 4.2:
- (a) the certification referred to in clause 7.1(f) will be taken to be given by the beneficial owner on whose behalf the Custodian is applying to purchase Shares; and
  - (b) in addition to the matters referred to in clause 7.1, the Custodian also certifies each of the matters set out in the Custodian Schedule.

## 8. THE SHARES

- 8.1** Shares issued under the SPP will rank equally in all respects with, and have the same voting rights,

dividend rights and other entitlements as, existing Shares quoted on the NZX and ASX. The Shares to be issued under the SPP have been accepted for quotation on the NZX, and an application will be made for their quotation on the ASX, and it is expected that the Shares will be quoted upon completion of the allotment procedures. However, neither NZX nor ASX accepts any responsibility for any statement in this document or in the Online Application Form.

- 8.2** The issue of new Shares under the SPP up to a maximum value of NZ\$50,000 per Eligible Shareholder (or per beneficial owner, in the case of holdings held by Custodians), is being undertaken pursuant to NZX Listing Rule 4.3.1 (Share Purchase Plan) and in reliance on the exclusion in clause 19 of Schedule 1 of the FMCA in respect of the NZ\$50,000 of new Shares offered to each Eligible Shareholder.
- 8.3** The issue of new Shares under the SPP up to a maximum value of NZ\$50,000 per Australian Eligible Shareholder (or per beneficial owner, in the case of holdings by Custodians), is being undertaken:
- (a) in accordance with the conditions imposed by the relief granted by ASIC under the ASIC Instrument and ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 as amended by the ASIC Instrument, which among other things increases the maximum consideration payable for equity securities in the SPP from A\$30,000 to NZ\$50,000 per Australian Eligible Shareholder (or per beneficial owner, in the case of holdings by Custodians); and
  - (b) pursuant to NZX Listing Rule 4.3.1 (Pro-rata issues and Share Purchase Plans) in respect of the new Shares offers.

## 9. FINANCIAL STATEMENTS

- 9.1** You may obtain free of charge the most recent annual report and financial statements of TradeWindow by contacting TradeWindow's Share Registrar, Computershare, or you may download the reports from the TradeWindow website: <https://tradewindow.io/investor-centre>.

## 10. AMENDMENTS TO THE SPP AND WAIVER OF COMPLIANCE

- 10.1** Notwithstanding any other term or condition of the SPP and/or the Online Application Form,

TradeWindow may, at its discretion:

- (a) make non-material modifications to the SPP or these Terms and Conditions without notice (in which case applications for Shares under the SPP will remain binding on all Applicants notwithstanding such modification and irrespective of whether an Online Application Form was received by Computershare Limited, before or after such modification is made); and/or
- (b) suspend or terminate the SPP at any time prior to the issue of the Shares under the SPP. If the SPP is terminated, application monies will be refunded to Applicants without interest.

- 10.2** TradeWindow reserves the right to waive compliance with any provision of these Terms and Conditions (either generally, or in respect of a particular Applicant or Applicants).

## 11. GOVERNING LAW

- 11.1** These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand.

## 12. DISPUTES

- 12.1** If any dispute arises in connection with the SPP, TradeWindow may settle it in any manner it thinks fit. It may do so generally or in relation to any particular participant, application or Share. TradeWindow's decision will be final and binding.

## 13. INCONSISTENCY

- 13.1** Unless otherwise determined by the directors of TradeWindow, in the event of any inconsistency between the Terms and Conditions of the SPP and TradeWindow's constitution, TradeWindow's constitution shall prevail.

## GLOSSARY

<b>Allotment Date</b>	On or around 19 February 2026, unless the Closing Date is extended.
<b>Applicant</b>	An applicant for Shares in the SPP.
<b>ASIC Instrument</b>	ASIC Instrument 26-0053.
<b>ASX</b>	ASX Limited or the market it operates (as the context requires).
<b>ASX Listing Rules</b>	The listing rules from time to time of the ASX.
<b>Australian Eligible Shareholder</b>	An Eligible Shareholder with a registered address in Australia in TradeWindow's share register.
<b>Closing Date</b>	5:00pm New Zealand time / 3:00pm Sydney time on 13 February 2026 unless extended.
<b>Custodian</b>	See clause 4.1 of the Terms and Conditions for the definition of "Custodian".
<b>Custodian Schedule</b>	The Schedule that must be submitted by an Applicant that is a Custodian by 5:00pm on the Closing Date.
<b>Despatch Date</b>	On or around 23 February 2026, unless the Closing Date is extended.
<b>Downstream Custodian</b>	See clause 4.4(a) of the Terms and Conditions for the definition of "Downstream Custodian".
<b>Eligible Shareholder</b>	A person who, at 7:00pm New Zealand time / 5:00pm Sydney time on the Record Date, was recorded in TradeWindow's share register as being a registered holder of Shares and having an address in New Zealand or Australia. A person who holds Shares on behalf of another person who resides outside New Zealand or Australia is not an Eligible Shareholder. In particular, a person is not eligible to participate in the SPP if that person is in the United States or is acting for the account or benefit of a person in the United States.
<b>FMCA</b>	Financial Markets Conduct Act 2013.
<b>Issue Price</b>	The price at which the Shares will be issued pursuant to the SPP, being NZ\$0.25, being the price paid by investors in TradeWindow's recent Placement (representing an approximately 7% discount to the VWAP of TradeWindow Shares trading on the NZX during the 10 trading days prior to 27 January 2026).

<b>New Zealand Eligible Shareholder</b>	An Eligible Shareholder with a registered address in New Zealand in TradeWindow's share register.
<b>NZX</b>	NZX Limited or the main board financial product market it operates (as the context requires).
<b>NZX Listing Rules</b>	The listing rules from time to time of the NZX.
<b>Offer</b>	The offer pursuant to this SPP.
<b>Online Application Form</b>	An application for Shares under the SPP made through <a href="http://www.shareoffer.co.nz/tradewindow.io">www.shareoffer.co.nz/tradewindow.io</a>
<b>Opening Date</b>	2 February 2026.
<b>Participating Beneficiary</b>	See clause 4.4(a) of the Terms and Conditions for the definition of "Participating Beneficiary".
<b>Placement</b>	The private placement of Shares announced to NZX on 21 November 2025.
<b>Record Date</b>	7:00pm New Zealand time / 5:00pm Sydney time on 30 January 2026.
<b>SPP</b>	The share purchase plan detailed in this document.
<b>Shares</b>	Ordinary shares of Trade Window Holdings Limited.
<b>Share Registrar</b>	TradeWindow's share registrar, Computershare Investor Services Limited.
<b>TradeWindow</b>	Trade Window Holdings Limited, a company listed on the NZX.
<b>Terms and Conditions</b>	The terms and conditions of the SPP detailed in this document.
<b>U.S. Securities Act</b>	The U.S. Securities Act of 1933.
<b>VWAP</b>	The volume weighted average price of Shares traded on the NZX.

## DIRECTORY

TradeWindow is a company incorporated with limited liability under the New Zealand Companies Act 1993

New Zealand Companies Office registration number 8233653

For investor relations queries contact: [andrew@tradewindow.io](mailto:andrew@tradewindow.io)

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### SHARE REGISTRAR

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